



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, March 27, 2025 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY:

Join Zoom Webinar: <https://us06web.zoom.us/j/87270367774>
Call into Webinar: 253-215-8782 | **Webinar ID:** 872 7036 7774

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

The meeting is being recorded.

HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

AMENDED

AGENDA

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

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

5. **AMENDED - PRESENTATIONS**

- A. Crime Watch Recognition
 - Guy Forbes - 30 years in Crime Watch
 - Casy Krzyminski - Crime Watch
- B. Garden Tour and Horizon View Art Donation

6. **PROCLAMATIONS**

- A. Recognizing April 2025 as Sexual Assault Awareness Month
- B. Recognizing April 9, 2025 as Education and Sharing Day
- C. Celebrating Earth Day and Arbor Day 2025

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. February 24, 2025 City Council Committee of the Whole Meeting Notes
- B. February 27, 2025 City Council Regular Meeting Minutes
- C. City Expenditures for the Period Ending March 13, 2025 (*pre-paid*)
- D. City Expenditures for the Period Ending March 27, 2025

8. ORDINANCES AND RESOLUTIONS FOR INTRODUCTION / REFERRAL

- A.** Ordinance 25-1307/Amending Section 2.37.010 of Chapter 2.37 of the Lake Forest Park Municipal Code, Parks and Recreation Advisory Board; Providing for Severability; and Establishing an Effective Date
- B.** Resolution 25-2009/Affirming the City's commitment to ensure all individuals, regardless of gender identity, sexual orientation, or gender expression, feel safe and supported

9. ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION

- A.** Resolution 25-2007/Authorizing the Mayor to sign the Public Works Board Funding Agreement with the Washington State Department of Commerce for funding the Roundabout Project Construction Phase
- B.** Ordinance 25-1308/Amending Chapter 18.52 of the Lake Forest Park Municipal Code, Signage, to bring the Sign Code into compliance with recent legal decisions

10. ORDINANCES AND RESOLUTIONS FOR ACTION

- A.** Resolution 25-2008/Authorizing the Mayor to sign a Collective Bargaining Agreement between the City of Lake Forest Park and the Lake Forest Park Police Guild for the term January 1, 2025, through December 31, 2027

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

- Thursday, April 10, 2025, 6:00 p.m. City Council Work Session – *hybrid meeting (City Hall and via Zoom)*

- Thursday, April 10, 2025, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*

- Thursday, April 17, 2025, 6:00 p.m. Budget & Finance Committee Meeting – *hybrid meeting (City Hall and via Zoom)*

- Monday, April 21, 2025, 6:00 p.m. Committee of the Whole Meeting – *hybrid meeting (City Hall and via Zoom)*

- Thursday, April 24, 2025, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*

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

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



PROCLAMATION

WHEREAS, sexual assault is pervasive: every 68 seconds, someone is sexually assaulted in the United States; and

WHEREAS, sexual violence impacts everyone. Anyone can be a victim of sexual violence, and people who commit sexual abuse, assault, and harassment exist in all of our communities. This underscores why it's important for all of us to care about sexual violence and take steps to promote the safety and well-being of others; and

WHEREAS, black, Indigenous and other people of color, people living in poverty, LGBTQ+ people, elders, people with disabilities and others who have been historically oppressed are disproportionately affected by sexual violence in significant and complex ways; and

WHEREAS, sexual assault is among the most underreported crimes for many reasons, but survivors who are already most marginalized face additional barriers to reporting, such as language, immigration status or disability; and

WHEREAS, ending sexual violence requires us to address racism, sexism, and all forms of oppression that contribute to the perpetration of sexual assault; and

WHEREAS, sexual violence exists on a continuum of behavior that includes racist, sexist, transphobic, homophobic, ableist or other hate speech. This ranges from rape jokes to verbal harassment to physical assaults; and

WHEREAS, survivors of sexual assault may never forget their victimization, but they can heal with support from family, friends and their communities. Sexual assault programs across King County and Washington state offer free and confidential support, advocacy, information and resources to survivors; and

WHEREAS, by working together as a community, we can alleviate the trauma of sexual violence by ensuring supportive resources are available to all survivors, while standing up to and actively disrupting harmful attitudes and behaviors that contribute to sexual violence.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim April 2025 as

SEXUAL ASSAULT AWARENESS MONTH

joining advocates and communities throughout King County in taking action to prevent sexual violence by standing with survivors. Together, we commit to a safer future for all children, young people, adults, and families in our community.

Signed this 27th day of March 2024

Thomas French, Mayor



PROCLAMATION

WHEREAS, a quality education is one of the significant foundations for the continuing success of our state, country, and society at large. In the City of Lake Forest Park, we strive for the betterment of all our people through an increased focus on education and sharing; and

WHEREAS, through providing the possibility for an excellent education for all, especially children, we can create hope for a brighter, kinder, and more united and prosperous future in the lives of so many; and

WHEREAS, one of the leading global advocates of the advancement of education, the Lubavitcher Rebbe, Rabbi Menachem Mendel Schneerson, dedicated his life to promoting education and stressed the importance of moral and ethical education as the bedrock of humanity and the hallmark of a healthy society; and

WHEREAS, in recognition of the Rebbe's outstanding and lasting contributions toward improvements in education, morality, and acts of charity, he was awarded the National Scroll of Honor and the Congressional Gold Medal. The United States Congress has established his birthday, the 11th day of the month of Nisan, as a national day to raise awareness and strengthen the education of our children; and

WHEREAS, April 9, 2025, will mark 123 years since the Rebbe's birth and the date will be celebrated around the Nation and the globe in tribute to the Rebbe's vision, guidance, and leadership; and

WHEREAS, for more than 40 years, the President of the United States has recognized the Rebbe's contributions by proclaiming "Education and Sharing Day USA".

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim April 9, 2025

EDUCATION AND SHARING DAY

and call upon all residents to reach out to the young people in our community, support the education of our youth, and work to create a better, brighter, and more hopeful future for all.

Signed this 27th day of March, 2024

Thomas French, Mayor



PROCLAMATION

WHEREAS, in 2025, Washington State celebrates Arbor Day on April 12 and Earth Day on April 22 and National Arbor Day is on April 25; and

WHEREAS, both days present a time to recognize the importance of preserving our natural resources; and

WHEREAS, the City of Lake Forest Park recognizes the benefits of its urban forests for improving air and water quality, combating climate change and generally enhancing the quality of life; and

WHEREAS, the City of Lake Forest Park is a designated “Tree City” for the twenty-second year; and

WHEREAS, the City of Lake Forest Park wants to reduce greenhouse gas emissions that contribute to climate change; and

WHEREAS, we are all stewards of this earth and have a responsibility to preserve it for future generations.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby call upon all citizens of Lake Forest Park to join in celebrating

EARTH DAY AND ARBOR DAY

by preserving and enhancing our natural environment in Lake Forest Park.

Signed this 27th day of March 2024

Thomas French, Mayor

**CITY OF LAKE FOREST PARK
COUNCIL COMMITTEE OF THE WHOLE MEETING NOTES
February 24, 2025**

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

Councilmembers present: Lorri Bodi, Deputy Mayor; Tracy Furutani, Vice Chair; Larry Goldman, Paula Goode, John Lebo, Semra Riddle; Ellyn Saunders

Councilmembers absent: none

Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Rebecca Dickinson, Public Works Director; Mike Harden, Police Chief; Mark Hofman, Community Development Director; Matt McLean, City Clerk

Others present: 2 visitors

CALL TO ORDER

Deputy Mayor Bodi called the February 24, 2025, Committee of the Whole meeting to order at 6:00 p.m.

PUBLIC COMMENT

Deputy Mayor Bodi invited public comments from the audience. There being no one wishing to speak, Deputy Mayor Bodi closed public comments.

DISCUSSION ITEMS

Public Works Director Meet & Greet

Director Dickinson introduced herself and responded to questions from the Council.

Community Development Department update on current projects

Director Hofman gave an update on and responded to Council questions on the following projects:

- 2025 Comprehensive Plan amendment, including Middle Housing and Climate Elements
- Sign Code
- Critical Area Ordinance
- Shoreline Master Program update
- Tree Ordinance

- 1 • Parks, Recreation, Open Space and Trails update
- 2 • Parking Minimums
- 3 • Economic Development
- 4 • Wireless Permit code update
- 5 • Subdivision Ordinance

6
7 **Review of the Community Survey Results**

8
9 Administrator Hill gave an update on plans for community outreach methods and events
10 regarding the potential levy lid lift after the Community Survey results.

11
12 **Public Safety Update**

13
14 Chief Harden gave an update on the Police Department and responded to Council questions.

15
16 **ADJOURNMENT**

17
18 There being no further business, the meeting adjourned at 7:39 p.m.

19
20
21
22 _____
23 Lorri Bodi, Deputy Mayor

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26 _____
27 Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
February 27, 2025**

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

Councilmembers present: Lorri Bodi, Deputy Mayor; Tracy Furutani, Vice Chair; Paula Goode, Larry Goldman, Jon Lebo, Semra Riddle

Councilmembers absent: Ellyn Saunders

Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Rebecca Dickinson, Public Works Director; Mark Hofman, Community Development Director; Cory Mattson, Community Programs Planner; Jessica Halterman, Deputy City Clerk

Others present: Tyler Dittman, Parks & Recreation Board Advisory Chair
Mark Phillips, Tree Board Chair
Sarah Phillips, Climate Action Committee Chair
5 other visitors

CALL TO ORDER

Mayor French called the February 27, 2025, City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Mayor French led the Pledge of Allegiance.

ADOPTION OF AGENDA

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

PUBLIC COMMENTS

Mayor French invited comments from the audience. The following people provided comments to the City Council:

- Eric Hamilton provided comments on his experience being a bike commuter on 55th Ave NE and safety concerns

1 There being no one else in the audience wishing to speak, Mayor French closed public
2 comment.

3

4 **PROCLAMATIONS**

5

6 Deputy Mayor Bodi read a proclamation recognizing March 2025 as Women’s History Month.

7

8 **PRESENTATIONS**

9

10 **2025 Annual Work Plans for Boards and Commissions**

11

12 Parks and Recreation Advisory Board – Chair Dittman gave a presentation and responded to
13 Council questions.

14

15 Tree Board – Chair M. Phillips gave a presentation and responded to Council questions.

16

17 Climate Action Committee – Chair S. Phillips gave a presentation and responded to Council
18 questions.

19

20 Planning Commission – Director Hofman gave a presentation and responded to Council
21 questions.

22

23

24 **CONSENT CALENDAR**

25

26 **Deputy Mayor Bodi moved** to approve the Consent Calendar. **Cmbr. Riddle seconded.**
27 **The motion to approve the Consent Calendar carried unanimously.**

28

- 29 A. February 13, 2025 City Council Regular Meeting Minutes
- 30 B. February 20, 2025 Budget & Finance Committee Meeting Minutes
- 31 C. Pre-paid Accounts Payable dated 2/19/2025 Claim Fund Check No. 87343 in the amount
32 of \$8,000.00, an Accounts Payable Dated 2/27/2025 Claim Fund Check Nos. 87344
33 through 87393 in the amount of \$180,886.66, a 2/7/2025 Payroll Fund ACH transaction
34 in the amount of \$196,964.69, and a 2/7/2025 Direct Deposit transaction in the amount
35 of \$201,597.47. Additional approved transactions: Elavon, \$1,193.19; Invoice Cloud,
36 \$1,235.40; State of Washington, \$7,255.85. Total approved claim fund transactions:
37 \$597,133.26.
- 38 D. Consider reappointments to the City’s Advisory Boards with terms expiring 2/28/2028:
39 Meredith LaBonte, Planning Commission Position 3, first full term; Victoria Kutasz, Tree
40 Board Position 2, first full term; Stacey Spain, Tree Board Position 7, first full term; Amy
41 Hanegan, Parks & Recreation Advisory Board Position 2, second full term; Steve Feth,
42 Parks & Recreation Advisory Board Position 3, second full term; Climate Action
43 Committee Positions 1-9: Matthew Son, Miriam Bertram, Dana Campbell, Jessica Côté,
44 Tamara Erickson, Linda Holman, Sarah Phillips, Brian Saunders, Anne Udaloy

- 1 E. Resolution 25-2007/Authorizing an Interlocal Agreement with the City of Sunnyside for
- 2 Jail Services
- 3 F. Resolution 25-2008/Authorizing the Mayor to Sign a Revised Interlocal Agreement with
- 4 the City of Shoreline to Provide an After School Program, "Hang Time", for Kellogg
- 5 Middle School for the Calendar Years 2025-2026

7 **COUNCIL DISCUSSION AND ACTION**

9 **Deputy Mayor Bodi moved** to approve the 2025 Work Plans for the Parks and
10 Recreation Advisory Board, Tree Board, Climate Action Committee and Planning
11 Commission. **Cmbr. Furutani seconded. The motion to approve the 2025 Work Plans**
12 **carried unanimously.**

14 ***Representatives for SeaShore Transportation Forum***

16 Cmbr. Goldman introduced the item and requested reappointment for himself and Mayor
17 French to the SeaShore Transportation Forum.

19 **Cmbr. Furutani moved** to appoint Cmbr. Goldman and Mayor French as the City
20 representatives to the SeaShore Transportation Forum. **Deputy Mayor Bodi seconded.**
21 **The motion to appoint Cmbr. Goldman and Mayor French carried unanimously.**

23 **OTHER BUSINESS**

25 ***Extending the term of Planning Commissioner David Kleweno***

27 Director Hofman introduced the item.

29 **Deputy Mayor Bodi moved** to extend the term of Planning Commissioner Kleweno for
30 12 months. **Cmbr. Riddle seconded. The motion to extend Commissioner Kleweno's**
31 **term carried unanimously.**

33 **Cmbr. Furutani moved** to excuse Cmbr. Saunders. **Deputy Mayor Bodi seconded. The**
34 **motion to excuse Cmbr. Saunders carried with Cmbr. Furutani dissenting.**

36 **COUNCILMEMBER/MAYOR/CITY ADMINISTRATOR REPORTS**

38 Councilmembers reported on meetings they had attended.

40 Mayor French gave a brief report.

42 **ADJOURNMENT**

44 There being no further business, Mayor French adjourned the meeting at 8:12 p.m.

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Tom French, Mayor

Jessica Halterman, Deputy City Clerk

DRAFT

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
3/13/25

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, a Prepaid Accounts Payable dated 2/25/25 CLAIM FUNF Check No. 87394 in the amount of \$21,795.28, a Pre-paid Accounts Payable Dated 3/13/25 CLAIM FUND Check Nos. 87395 through 87433 in the amount of \$336,776.93, a 2/21/25 PAYROLL FUND ACH transaction in the amount of \$181,309.22 and an 2/21/25 DIRECT DEPOSIT transaction in the amount of \$192,963.28, are approved for payment this 13th day of March 2025.

Additional approved transactions are:

ACH transaction US Bank Statement in the amount of \$58,129.04

Total approved claim fund transactions: \$790,973.75

City Clerk

Mayor

Finance Committee

Accounts Payable

Checks by Date - Summary by Check Date

User: tbaker@cityoflfp.gov
Printed: 3/4/2025 1:16 PM



<u>Check No</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
87394	KDHCONSU	KDH Consulting, Inc	02/25/2025	21,795.28
Total for 2/25/2025:				21,795.28
Report Total (1 checks):				21,795.28



Bank Reconciliation

Checks by Date

User: sschindele
 Printed: 03/04/2025 - 11:53AM
 Bank Accounts: Operatin
 System:
 Cleared and Not Cleared Checks
 Check Date: From 03/13/2025 To 03/13/2025
 Print ACH Checks: True

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
87395	3/13/2025	AARD Pest Control, Inc		AP		251.49
87396	3/13/2025	AGH Flowers Inc		AP		40.00
87397	3/13/2025	All Battery Sales & Service Inc.		AP		394.70
87398	3/13/2025	Anthony Carl Basler		AP		210.00
87399	3/13/2025	Brown Bear Car Wash		AP		36.00
87400	3/13/2025	City of Lynnwood		AP		1,537.00
87401	3/13/2025	First American Title Insurance Company		AP		335.50
87402	3/13/2025	Imaging Spectrum, Inc.		AP		346.89
87403	3/13/2025	New Restoration & Recovery LLC Inn		AP		2,425.99
87404	3/13/2025	Jet City Printing, Inc.		AP		137.88
87405	3/13/2025	Johnson Controls		AP		3,568.48
87406	3/13/2025	Kaleab Law PLLC		AP		140.00
87407	3/13/2025	King County Finance		AP		13,754.50
87408	3/13/2025	King County Finance		AP		1,232.67
87409	3/13/2025	King County Finance & Business		AP		238,598.32
87410	3/13/2025	King County Treasury Division		AP		55,598.16
87411	3/13/2025	Love Le Homes		AP		150.00
87412	3/13/2025	Mobile Electrical Dist.		AP		24.86
87413	3/13/2025	North Urban H.S. Alliance		AP		1,090.00
87414	3/13/2025	Northshore Utility District		AP		6,638.29
87415	3/13/2025	Office Depot, Inc.		AP		143.22
87416	3/13/2025	O'Reilly Automotive Stores, Inc.		AP		66.23
87417	3/13/2025	Allison Ostrer		AP		140.00
87418	3/13/2025	Pacific Office Automation		AP		122.06
87419	3/13/2025	Profluent Language Services Ltd		AP		157.50
87420	3/13/2025	ProForce Law Enforcement		AP		2,043.68
87421	3/13/2025	Puget Sound Energy		AP		448.76
87422	3/13/2025	Red Carpet Building Maint. Inc.		AP		3,206.15
87423	3/13/2025	Hua Robinson		AP		140.00
87424	3/13/2025	Almira Safarova Downey		AP		140.00
87425	3/13/2025	Staples Advantage		AP		71.28
87426	3/13/2025	Transpo Group USA Inc		AP		1,838.85
87427	3/13/2025	Tri-Tec Communications, Inc.		AP		242.66
87428	3/13/2025	Washington Criminal Justice Training C		AP		800.00
87429	3/13/2025	Washington State Department of Health		AP		55.00
87430	3/13/2025	Westlake Hardware WA-153		AP		143.31
87431	3/13/2025	Grace Yoon Yi		AP		140.00
87432	3/13/2025	Eduardo Zaldibar		AP		210.00
87433	3/13/2025	Christina Zubelli		AP		157.50
Total Check Count:						39

Check No Check Date Name Comment Module Clear Date

Section 7, Item C.

Total Check Amount:

336,776.93



Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityofflp.gov
Printed: 2/28/2025 4:15 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	02/21/2025	43,208.11
ACH	NAVIA	Navia Benefit Solutions, Inc.	02/21/2025	537.41
ACH	NAVIAFSA	Navia - FSA	02/21/2025	112.50
ACH	PFLTRUST	LFP PFL Trust Account	02/21/2025	2,546.10
ACH	TEAMDR	National D.R.I.V.E.	02/21/2025	4.45
ACH	Z401AL	Vantagepoint Transfer Agents-107084 ICM.	02/21/2025	1,766.07
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM.	02/21/2025	9,248.16
ACH	ZAWC	AWC	02/21/2025	1,702.05
ACH	ZDREAHE	Dream Ahead	02/21/2025	100.00
ACH	ZEMPSEC	Employment Security Dept.	02/21/2025	559.10
ACH	ZEMPWACA	Wa.Cares Tax	02/21/2025	882.00
ACH	ZGUILD	LFP Employee Guild	02/21/2025	975.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM.	02/21/2025	33,650.30
ACH	ZL&I	Washington State Department of Labor & I	02/21/2025	8,145.24
ACH	ZLEOFF	Law Enforcement Retirement	02/21/2025	15,774.75
ACH	ZLFPIRS	Lake Forest Park/IRS	02/21/2025	36,447.98
ACH	ZPERS	Public Employees Retirement	02/21/2025	25,051.68
ACH	ZTEAM	Teamsters Local Union #117	02/21/2025	213.72
ACH	ZWATWT	Washington Teamsters Welfare Trust	02/21/2025	384.60
Total for 2/21/2025:				181,309.22
Report Total (19 checks):				181,309.22

Bank Reconciliation

Checks by Date

User: sschindele
 Printed: 03/04/2025 - 11:58AM
 Bank Accounts: PPOperat
 System:



Cleared and Not Cleared Checks
 Check Date: From 02/21/2025 To 02/21/2025
 Print ACH Checks: True

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	2/21/2025		DD 00521.02.2025	PR		192,963.28
Total Check Count:						1
Total Check Amount:						192,963.28



Accounts Payable

Checks by Date - Summary by Check Date

User: sschindele
 Printed: 3/4/2025 12:02 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
12509381	MUNIRES	Municipal Research & Services Center	02/13/2025	40.00
12526882	AMAZON	Amazon	02/13/2025	69.48
12527511	AMAZON	Amazon	02/13/2025	110.25
12527512	AMAZON	Amazon	02/13/2025	526.13
12527513	AMAZON	Amazon	02/13/2025	142.29
12527514	AMAZON	Amazon	02/13/2025	77.20
12527515	AMAZON	Amazon	02/13/2025	131.85
12527516	AMAZON	Amazon	02/13/2025	28.68
12527517	APPLE	Apple Corp	02/13/2025	2,756.40
12527518	AMAZON	Amazon	02/13/2025	10.91
12527519	AMAZON	Amazon	02/13/2025	6.46
12527881	LEXISNEX	LexisNexis Risk Data Mgmt. Inc.	02/13/2025	140.81
12527882	INTEGPHN	Integra Telecom, Inc.	02/13/2025	897.05
12527883	PACTOP	Pacific Topsoils, Inc.	02/13/2025	580.45
12527884	NORTHCIT	North City Water District	02/13/2025	142.10
12527885	NORTHCIT	North City Water District	02/13/2025	53.16
12527886	SEALIGHT	Seattle City Light	02/13/2025	18.50
12527887	SEALIGHT	Seattle City Light	02/13/2025	690.04
12527888	SEALIGHT	Seattle City Light	02/13/2025	3,314.43
12527889	SEALIGHT	Seattle City Light	02/13/2025	37.11
12529901	MICROSOF	Microsoft Corporation	02/13/2025	109.21
12534641	APPLE	Apple Corp	02/13/2025	1,432.80
12534642	APPLE	Apple Corp	02/13/2025	76.11
12557001	WESTACE	Westlake Hardware WA-153	02/13/2025	35.28
12557002	FORESTSU	Forestry Suppliers, Inc.	02/13/2025	20.50
12568881	JOHNERE	John E. Reid & Associates, Inc.	02/13/2025	580.00
12568883	AMAZON	Amazon	02/13/2025	72.75
12568884	HAMPTON	Hampton Inn	02/13/2025	820.75
12568885	PRADCO	Pradco Outdoor Brands	02/13/2025	237.98
12568886	AMAZON	Amazon	02/13/2025	26.82
12568887	AMAZON	Amazon	02/13/2025	319.00
12568888	AMAZON	Amazon	02/13/2025	160.90
12568889	HAMPTON	Hampton Inn	02/13/2025	-820.75
12589531	WMCA	WMCA Treasurer	02/13/2025	1,390.00
12589532	GMSUPP	GM Supplies Ltd	02/13/2025	361.00
12589533	AMAZON	Amazon	02/13/2025	31.37
12589534	MRT	Mr. T's Trophies	02/13/2025	44.96
12589535	LEMERIDT	Le Meridien Tampa	02/13/2025	-250.52
12589536	AMAZON	Amazon	02/13/2025	40.78
12599151	AMAZON	Amazon	02/13/2025	20.27
12599152	SSPOLY	South Sound Polygraph LLC	02/13/2025	300.00
12599153	SYMBOLA	Symbol Arts, LLC	02/13/2025	968.43
12599154	EAGLEENG	Eagle Engraving, Inc	02/13/2025	319.95
12599155	TRUPANIO	Trupanion	02/13/2025	114.38
124275116	ADOBE	Adobe Inc.	02/13/2025	496.17
125275110	BLUEBEAM	Bluebeam Inc	02/13/2025	860.34
125275111	AMAZON	Amazon	02/13/2025	1,100.78

Check No	Vendor No	Vendor Name	Check Date	
125275112	APPLE	Apple Corp	02/13/2025	2,756.40
125275113	AMAZON	Amazon	02/13/2025	28.68
125275114	AMAZON	Amazon	02/13/2025	74.98
125275115	WASABI	Wasabi Technologies, Inc	02/13/2025	35.93
125275117	AMAZON	Amazon	02/13/2025	231.60
125275118	AMAZON	Amazon	02/13/2025	137.86
125275119	AMAZON	Amazon	02/13/2025	55.56
125278810	SUMMITLA	Summit Law Group PLLC	02/13/2025	5,813.50
125278811	LEXISNEX	LexisNexis Risk Data Mgmt. Inc.	02/13/2025	140.81
125278812	LEXISNEX	LexisNexis Risk Data Mgmt. Inc.	02/13/2025	140.81
125278813	NWCASCA	Northwest Cascade, Inc.	02/13/2025	439.07
125278814	NWCASCA	Northwest Cascade, Inc.	02/13/2025	526.11
125278815	NWCASCA	Northwest Cascade, Inc.	02/13/2025	201.55
125278816	NWCASCA	Northwest Cascade, Inc.	02/13/2025	185.05
125278817	SMARSH	Smarsh	02/13/2025	2,471.32
125278818	PACTOP	Pacific Topsoils, Inc.	02/13/2025	333.45
125278819	SOUNDSEC	Sound Security Inc. (Sonitrol)	02/13/2025	2,034.62
125278820	SEALIGHT	Seattle City Light	02/13/2025	35.31
125278821	STERICYL	Stericycle, Inc.	02/13/2025	10.36
125278822	GOODTOGO	Good To Go	02/13/2025	1.25
125278823	NWCASCA	Northwest Cascade, Inc.	02/13/2025	201.55
125278824	SEALIGHT	Seattle City Light	02/13/2025	23,150.03
125278825	SEALIGHT	Seattle City Light	02/13/2025	271.35
125688810	M3LEAD	M3 Leadership Group	02/13/2025	195.00
125688811	AMAZON	Amazon	02/13/2025	14.33

Total for 2/13/2025:	58,129.04
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Report Total (72 checks):	58,129.04
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City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
3/27/25

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, a Prepaid Accounts Payable dated 3/21/25 CLAIM FUND Check No. 87434 in the amount of \$150,666.94, an Accounts Payable Dated 3/27/25 CLAIM FUND Check Nos. 87435 through 87501 in the amount of \$490,323.64, a 3/21/25 PAYROLL FUND ACH transaction in the amount of \$189,418.75 and an 3/7/25 DIRECT DEPOSIT transaction in the amount of \$192,089.12, are approved for payment this 27th day of March 2025.

Additional approved transactions are:

- ACH transaction Elevon in the amount of \$460.99
- ACH transaction Invoice Cloud in the amount of \$1,505.40
- ACH transaction Lexis Nexis Risk Data Mgmt Inc. in the amount of \$140.81
- ACH transaction State of Washington in the amount of \$9,570.86

Total approved claim fund transactions: \$1,034,176.51

City Clerk

Mayor

Finance Committee

Accounts Payable

Check Detail

User: sschindele
Printed: 03/21/2025 - 11:00AM



Section 7, Item D.

Check Number	Check Date	Amount
RWLOCKWO - RW Lockwood Construction Inc		
87434	03/11/2025	
Inv 22462 2/25		150,666.94
87434 Total:		150,666.94
RWLOCKWO - RW Lockwood Construction Inc Total:		
		150,666.94
Total:		150,666.94



Bank Reconciliation

Checks by Date

User: sschindele
 Printed: 03/21/2025 - 10:29AM
 Bank Accounts: Operatin
 System:
 Cleared and Not Cleared Checks
 Check Date: From 03/27/2025 To 03/27/2025
 Print ACH Checks: True

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	3/27/2025	Elavon		AP		460.99
0	3/27/2025	Invoice Cloud		AP		1,505.40
0	3/27/2025	LexisNexis Risk Data Mgmt. Inc.		AP		140.81
0	3/27/2025	State of Washington		AP		9,570.86
87435	3/27/2025	American Traffic Solutions Inc.		AP		78,379.00
87436	3/27/2025	Aspect Consulting, LLC		AP		8,727.50
87437	3/27/2025	Avocette Technologies Inc.		AP		62.50
87438	3/27/2025	Anthony Carl Basler		AP		297.50
87439	3/27/2025	Carl Tanne		AP		140.00
87440	3/27/2025	Cascadia Consulting Group, Inc.		AP		36,717.20
87441	3/27/2025	Century Link		AP		107.01
87442	3/27/2025	City Of Black Diamond		AP		2,017.56
87443	3/27/2025	Conсор North America, Inc.		AP		4,364.25
87444	3/27/2025	DataQuest, LLC		AP		297.00
87445	3/27/2025	Dell Marketing L.P.		AP		15,010.30
87446	3/27/2025	EASL, Inc		AP		8,000.00
87447	3/27/2025	Facet, Inc.		AP		20,193.28
87448	3/27/2025	Frehiwot Bruce		AP		140.00
87449	3/27/2025	Frontline Public Safety Solutions		AP		3,817.50
87450	3/27/2025	Gordon Thomas Honeywell Gov't. Affa		AP		3,245.00
87451	3/27/2025	Gray & Osborne, Inc.		AP		13,079.68
87452	3/27/2025	New Restoration & Recovery LLC Inn		AP		2,931.94
87453	3/27/2025	Insight Public Sector, Inc.		AP		1,204.15
87454	3/27/2025	IWORQ Systems		AP		2,300.00
87455	3/27/2025	Johnson Controls		AP		12,708.06
87456	3/27/2025	Johnston Group, LLC		AP		3,925.00
87457	3/27/2025	KDH Consulting, Inc		AP		215.09
87458	3/27/2025	King County Finance		AP		824.00
87459	3/27/2025	King County Finance		AP		96.24
87460	3/27/2025	King County Finance		AP		1,768.34
87461	3/27/2025	King County Municipal Clerks Associat		AP		60.00
87462	3/27/2025	King County Pet License		AP		60.00
87463	3/27/2025	Lake Forest Park Water Dist		AP		1,601.50
87464	3/27/2025	Legend Data Systems, Inc.		AP		55.15
87465	3/27/2025	Loomis		AP		496.02
87466	3/27/2025	Madrona Law Group, PLLC		AP		8,661.00
87467	3/27/2025	Mairos Inc		AP		6,797.66
87468	3/27/2025	Moon Security Service Inc.		AP		84.81
87469	3/27/2025	Navia Benefit Solutions		AP		300.00
87470	3/27/2025	Norcom 911		AP		118,574.50
87471	3/27/2025	Northshore Utility District		AP		7,635.47
87472	3/27/2025	NP Language Services		AP		140.00
87473	3/27/2025	NW Safety Consultants		AP		299.00
87474	3/27/2025	Office Depot, Inc.		AP		198.21

Check No	Check Date	Name	Comment	Module	Clear Date	
87475	3/27/2025	PACE Engineers, Inc.		AP		14,756.33
87476	3/27/2025	Pacific Air Control, Inc.		AP		352.96
87477	3/27/2025	Peerless Network, Inc		AP		1,040.62
87478	3/27/2025	Printwest, Inc.		AP		3,173.76
87479	3/27/2025	PROCOM, LLC		AP		72.00
87480	3/27/2025	Progressive Animal Welfare Society		AP		936.00
87481	3/27/2025	Puget Sound Energy		AP		421.75
87482	3/27/2025	Red Carpet Building Maint. Inc.		AP		3,206.15
87483	3/27/2025	Almira Safarova Downey		AP		140.00
87484	3/27/2025	SAFEbuilt Washington, LLC		AP		5,147.54
87485	3/27/2025	San Diego Police Equipment		AP		5,542.35
87486	3/27/2025	SCJ Alliance		AP		6,344.74
87487	3/27/2025	Secure Court Solutions LLC		AP		1,392.00
87488	3/27/2025	Snohomish Co Sheriff's Office		AP		23,685.23
87489	3/27/2025	Snohomish County Sheriff's Office		AP		9,028.35
87490	3/27/2025	State Treasurer's Office		AP		8,529.24
87491	3/27/2025	Stewart MacNichols Harmell, Inc., P.S.		AP		20,000.00
87492	3/27/2025	The Emblem Authority		AP		88.22
87493	3/27/2025	The Part Works Inc.		AP		58.07
87494	3/27/2025	Transportation Solutions Inc		AP		19,051.48
87495	3/27/2025	TransUnion Vantage Data		AP		0.39
87496	3/27/2025	Tri-Tec Communications, Inc.		AP		664.01
87497	3/27/2025	Utilities Underground Location Ctr.		AP		45.90
87498	3/27/2025	Washington State Department of Licens		AP		54.00
87499	3/27/2025	Washington State Patrol		AP		120.00
87500	3/27/2025	West Coast Armory North		AP		801.13
87501	3/27/2025	Christina Zubelli		AP		140.00

Total Check Count: 71

Total Check Amount: 502,001.70

Accounts Payable

Checks by Date - Summary by Check Date

User: tbaker@cityoflfp.gov
Printed: 3/21/2025 10:57 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	03/21/2025	1,961.99
ACH	NAVIA	Navia Benefit Solutions, Inc.	03/21/2025	537.41
ACH	NAVIAFSA	Navia - FSA	03/21/2025	62.50
ACH	PFLTRUST	LFP PFL Trust Account	03/21/2025	2,506.98
ACH	TEAMDR	National D.R.I.V.E.	03/21/2025	4.45
ACH	Z401AL	Vantagepoint Transfer Agents-107084 ICM	03/21/2025	1,766.07
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	03/21/2025	9,181.73
ACH	ZAWC	AWC	03/21/2025	48,337.94
ACH	ZDREAHE	Dream Ahead	03/21/2025	100.00
ACH	ZEMPSEC	Employment Security Dept.	03/21/2025	533.42
ACH	ZEMPWACA	Wa.Cares Tax	03/21/2025	886.12
ACH	ZGUILD	LFP Employee Guild	03/21/2025	975.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	03/21/2025	32,119.04
ACH	ZL&I	Washington State Department of Labor & I	03/21/2025	7,962.02
ACH	ZLEOFF	Law Enforcement Retirement	03/21/2025	14,525.98
ACH	ZLFPIRS	Lake Forest Park/IRS	03/21/2025	35,456.87
ACH	ZPERS	Public Employees Retirement	03/21/2025	24,280.11
ACH	ZTEAM	Teamsters Local Union #117	03/21/2025	213.72
ACH	ZWATWT	Washington Teamsters Welfare Trust	03/21/2025	8,007.40
Total for 3/21/2025:				189,418.75
Report Total (19 checks):				189,418.75

Bank Reconciliation

Checks by Date

User: sschindele
 Printed: 03/21/2025 - 11:02AM
 Bank Accounts: PPOperat
 System:



Cleared and Not Cleared Checks
 Check Date: From 03/07/2025 To 03/07/2025
 Print ACH Checks: True

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	3/7/2025		DD 00507.03.2025	PR		192,089.12
Total Check Count:						1
Total Check Amount:						192,089.12

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Pass Ordinance 25-1307 Amending Section 2.37.010	Board will expand, include business owners, and establish three student advisory positions
<ul style="list-style-type: none">• Do Not Pass Ordinance 25-1307 Amending Section 2.37.010	Board will remain same size and more difficult to recruit a student advisory position

Staff Recommendation

Pass Ordinance 25-1307 Amending Section 2.37.010 of Chapter 2.37 of the Lake Forest Park Municipal Code, Parks and Recreation Advisory Board.

ORDINANCE NO. 25-1307

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING SECTION 2.37.010 OF CHAPTER 2.37 OF THE LAKE FOREST PARK MUNICIPAL CODE, PARKS AND RECREATION ADVISORY BOARD; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Forest Park established the Park and Recreation Advisory Board (Board) by the adoption of Ordinance 1171 in 2018; and

WHEREAS, section 2.37.010 (B) of the Lake Forest Park Municipal Code (LFPMC) establishes the number of members of the board, including the number of students; and

WHEREAS, it would be beneficial to the City of Lake Forest Park to allow the Board membership to include owners of businesses in the city and additional student advisory members.

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 2.37.010 (B) LFPMC, Parks and Recreation Advisory Board as follows:

2.37.010 Parks and Recreation Advisory Board

B. The parks and recreation advisory board shall be comprised of no more than seven voting members who reside in, or own property in, or own a business in the city, ~~one of whom shall be a junior or senior high school student.~~ In addition to the seven voting members, there will be three student advisory, non-voting positions, enrolled in high school or college. ~~All seven persons shall be voting members of the board.~~ Members shall serve without compensation but may be reimbursed for reasonable expenses pursuant to city policies.

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 ____ day of _____, 2025.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective:

RESOLUTION NO. 25-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AFFIRMING ITS COMMITMENT TO ENSURE THAT ALL INDIVIDUALS REGARDLESS OF GENDER IDENTITY, SEXUAL ORIENTATION, OR GENDER EXPRESSION, FEEL SAFE AND SUPPORTED, AND REAFFIRMING THAT LAKE FOREST PARK IS A WELCOMING, INCLUSIVE, AND SAFE COMMUNITY FOR MEMBERS OF THE LGBT+ COMMUNITY, GROUNDED IN THE PRINCIPLES OF THE "CHARTER FOR COMPASSION"

WHEREAS, on December 8, 2016, the Lake Forest Park City Council approved Resolution 1594, reaffirming the Charter for Compassion and reconfirming the principles of being a Compassionate City; and

WHEREAS, on March 9, 2017, the Lake Forest Park City Council approved Resolution 1606, declaring Lake Forest Park a welcoming, inclusive, and safe community; and

WHEREAS, the Lake Forest Park City Council is interested in reaffirming these principles and emphasizing that members of the LGBT+ community are welcome and supported in the city; and

WHEREAS, the City of Lake Forest Park recognizes and upholds the rights of individuals to be treated fairly and to live their lives with dignity and respect and free from discrimination or targeting because of their immigration status, sexual orientation, gender identity, gender expression, faith, race, national origin, age, ability, ethnicity, housing status, economic status, or other social status; and

WHEREAS, there have been several executive orders in recent weeks targeting the LGBT+ community, particularly targeting transgender individuals; and

WHEREAS, across the country, there continues to be legislation proposed and enacted that targets LGBT+ communities, threatening access to healthcare, education, and protections under the law, and

WHEREAS, a 2024 U.S. National Survey on the Mental Health of LGBT+ young people by the Trevor Project found nearly 40 percent (40%) of those youth seriously considered attempting suicide in the past year; and

WHEREAS, the City recognizes the inherent worth and equal rights of all people, including LGBT+ people, and is committed to ensuring that Lake Forest Park remains a welcoming, inclusive, and safe community for all who live, work, and visit here; and

WHEREAS, the City strongly condemns any act of harassment, bullying, intimidation, violence, or other acts of hate that are based on immigration status, sexual orientation, gender identity, gender expression, faith, race, national origin, age, ability, ethnicity, housing status, economic status, or other social status; and

WHEREAS, the City's current practice prohibits City employees from inquiring or discriminating based on gender or sexual orientation or expression and requires employees to comply with the Washington Law Against Discrimination, Chapter 49.60 RCW; and

WHEREAS, the City will continue to work, in cooperation with our community partners, to ensure our services and programs are accessible and open to all individuals; and

WHEREAS, as leaders in the community, we have a special responsibility not to stay silent in the face of discrimination, harassment, or hate against any of our residents, and we choose to be a leader in protecting the human rights, equity, public safety, dignity, and social well-being of all individuals.

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

Section 1. The City Council reaffirms that Lake Forest Park is a welcoming, inclusive, and safe community that serves its residents regardless of immigration status, sexual orientation, gender identity, gender expression, faith, race, national origin, age, ability, ethnicity, housing status, economic status, or other social status.

Section 2. The City Council is committed to continuing our work to reach out to and connect with all members of our community to ensure that our programs are accessible and open to all individuals and continue to uplift the voices and contributions of individuals, communities, and leaders and to celebrate LGBT+ individuals through public events, education, and partnerships with local organizations.

Section 3. The City Council affirms the right of individuals to: (i) seek, obtain, provide, or facilitate gender-affirming care, especially for youth, in accordance with state laws; (ii) have access to facilities by requiring the use of gender-segregated facilities, such as restrooms, locker rooms, dressing rooms, and homeless or emergency shelters, that are consistent with that individual's gender expression or gender identity; (iii) engage in speech or expression supporting LGBT+ people; including but not limited to disseminating books and literature, engaging in the arts, holding discussions, and drag or other cultural performances; (iv) define their own gender and sex with or without regard to biological sex assigned at birth.

Section 4. The City of Lake Forest Park will not use city monies, facilities, property, equipment, or personnel for the purpose of targeting or apprehending persons for exercising their rights identified in Section 3 above.

Section 5. The City Council intends that the Lake Forest Park Police Department will continue efforts to build trust with all people in the City, including our LGBT+ community, and will actively investigate hate crimes, which include crimes targeting individuals due to their actual or perceived gender or sexual orientation.

Section 6. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this ___ day of March, 2025.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 25-2009

exceeding \$2,000,000. The City is not required to seek reimbursement disbursements totaling the full \$2,000,000 line of credit amount.

The total Roundabout project cost (including design and permitting, right-of-way acquisition and easements, construction and construction management) is estimated at \$7,028,009. The complete list of funding sources for this project are as follows:

- \$2,000,000 Public Works Board Loan
- \$649,500 WSDOT Grant
- \$2,561,198 and \$384,180 Transportation Improvement Board Grants
- \$172,491 Lake Forest Park Water District Utility Construction Cost Share
- \$600,000 Transportation Capital Fund (REET II)
- \$660,640 Traffic Camera Revenue

With the execution of this Agreement, the Roundabout project will become fully funded.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Authorize the Mayor to execute the Public Works Board Funding Agreement, included as Attachment 2. 	<p>The City will contract with the Department of Commerce Public Works Board for a \$2M loan to be used as funding for the construction phase of the Roundabout project.</p>
<ul style="list-style-type: none"> • Do not authorize the Mayor to execute the Public Works Board Funding Agreement, included as Attachment 2. 	<p>The Roundabout project will have a \$2M funding shortfall and will not advance to the construction phase.</p>

Staff Recommendation

Review the Public Works Board Funding Agreement, provide staff with any questions or feedback, consider authorizing execution of the Agreement.

RESOLUTION NO. 25-2007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN PUBLIC WORKS BOARD FUNDING AGREEMENT PC25-96103-014 WITH THE WASHINGTON STATE DEPARTMENT OF COMMERCE FOR FUNDING FOR THE ROUNDABOUT PROJECT CONSTRUCTION PHASE

WHEREAS, the City applied for a competitive loan from the Washington State Department of Commerce Public Works Board for the construction of the SR104 & 40th Place NE Roundabout project (“Roundabout project”); and

WHEREAS, the Washington State Department of Commerce awarded the City the \$2M loan that the City applied for;

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

Section 1 AGREEMENT. Authorize the Mayor to sign the Public Works Board Funding Agreement with the Washington State Department of Commerce for a \$2,000,000 loan to be used to fund the construction phase of the Roundabout project.

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 27th day of March, 2025.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 25-2007

AGREEMENT FACE SHEET

Section 9, Item A.

Agreement Number: PC25-96103-014

**PUBLIC WORKS BOARD
CONSTRUCTION FUNDING AGREEMENT**

1. Contractor City of Lake Forest Park 17425 Ballinger Way NE Lake Forest Park, WA 98155		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Katie Phillips - kphillips@cityoffp.gov		4. Public Works Board Representative Ava Gombosky – ava.gombosky@commerce.wa.gov	
5. Agreement Amount \$2,000,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Agreement Start Date Agreement Execution Date	8. Agreement End Date June 1, 2045
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # N/A	11. SWV # 0018019-00	12. UBI # 601-140-623	13. UEI # N/A
14. Agreement Purpose Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste/recycling/organics facilities.			
The BOARD, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents that are incorporated by reference: Agreement Terms and Conditions including Declarations Page; and Attachment I: Attorney’s Certification; and the Public Works Board’s Traditional Program Policy Handbook, found on the PWB website.			
FOR THE CONTRACTOR		FOR PUBLIC WORKS BOARD	
_____ Signature		_____ Kathryn A. Gardow, Public Works Board Chair	
_____ Print Name		_____ Date	
_____ Title		APPROVED AS TO FORM ONLY	
_____ Date		_____ Signature on File Dawn C. Cortez Assistant Attorney General	



DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Lake Forest Park
Agreement Number: PC25-96103-014

PROJECT INFORMATION

Project Title: SR104 & 40th Place NE Roundabout
Project City: 18401 Ballinger Way NE, Lake Forest Park, WA 98155
Project State: **Washington**
Project Zip Code: 98155

FUNDING INFORMATION

LOAN FUNDING:

Loan Amount: \$2,000,000
Loan Term: 20 years
Interest Rate: 1.71%
Payment Month: June 1st

GRANT FUNDING:

Grant Amount: \$0
% of Funding as Grant: 0%

PROJECT TOTALS:

Total Estimated Cost: \$7,028,009.00
Total Project Funding: \$2,000,000.00
Earliest Date for Cost Reimbursement: September 6, 2024
Time of Performance: 60 months from Execution Date of this Agreement to Project Completion.

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

N/A

LOAN SECURITY CONDITION GOVERNING THIS AGREEMENT

This loan is a general obligation of the CONTRACTOR.

SCOPE OF WORK

This project includes a single-lane roundabout with ancillary improvements of approximately 1,100 linear feet of new sidewalks and shared use pathways, new pedestrian crossings with refuge islands, streetlights, stormwater treatment and/or flow control facilities, trees and irrigated landscaping, and miscellaneous signage, pavement markings, and minor utility adjustments. The constructed improvements of the project will also include the relocation of numerous existing utility facilities, the majority of which shall be performed by the facility owners per the terms of their utility franchise agreements with the City.

The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents, and construction. The project needs to meet all applicable Local, State, and/or Federal standards



TABLE OF CONTENTS

AGREEMENT TERMS AND CONDITIONS 1

SPECIAL TERMS AND CONDITIONS 1

- 1.1 Definitions1
- 1.2 Authority1
- 1.3 Purpose1
- 1.4 Order of Precedence1
- 1.5 5- year deferral for start-up systems2
- 1.6 Competitive Bidding Requirements2
- 1.7 Default in Repayment.....2
- 1.8 Investment Grade Audit.....2
- 1.9 Sub-Contractor Data Collection.....2
- 1.10 Eligible Project Costs.....3
- 1.11 Historical and Cultural Resources.....3
- 1.12 Performance Incentives4
- 1.13 Project Completion Amendment and Certified Project Completion Report.....4
- 1.14 Project Signs.....5
- 1.15 Rate and Term of Loan.....5
- 1.16 Recapture5
- 1.17 Reimbursement Procedures and Payment5
- 1.18 Repayment6
- 1.19 Reports7
- 1.20 Termination for Cause7
- 1.21 Termination for Convenience.....7
- 1.22 Time of Performance.....7
- 1.23 Agreement Suspension8
- 1.24 Special Conditions8
- 1.25 Loan Security.....8

GENERAL TERMS AND CONDITIONS 9

- 2.1 DEFINITIONS9
- 2.2 Allowable Costs9
- 2.3 ALL WRITINGS CONTAINED HEREIN9
- 2.4 AMENDMENTS9
- 2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 359
- 2.6 APPROVAL.....9
- 2.7 ASSIGNMENT 10
- 2.8 ATTORNEYS’ FEES 10
- 2.9 AUDIT 10
- A. General Requirements 10
- B. State Funds Requirements 10
- 2.10 CODE REQUIREMENTS 10
- 2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION 10
- 2.12 CONFORMANCE..... 11
- 2.13 COPYRIGHT PROVISIONS..... 11
- 2.14 DISALLOWED COSTS 12
- 2.15 DISPUTES..... 12
- 2.16 DUPLICATE PAYMENT 12
- 2.17 ETHICS/CONFLICTS OF INTEREST 12
- 2.18 GOVERNING LAW AND VENUE 12
- 2.19 INDEMNIFICATION 12

2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR 13

2.21 INDUSTRIAL INSURANCE COVERAGE..... 13

2.21 LAWS 13

2.23 LICENSING, ACCREDITATION AND REGISTRATION 14

2.24 LIMITATION OF AUTHORITY 14

2.25 Local Public Transportation Coordination 14

2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS 14

2.27 PAY EQUITY 14

2.28 POLITICAL ACTIVITIES..... 15

2.29 PREVAILING WAGE LAW 15

2.30 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION..... 15

2.31 PUBLICITY..... 15

2.32 RECAPTURE 15

2.33 RECORDS MAINTENANCE 15

2.34 REGISTRATION WITH DEPARTMENT OF REVENUE 16

2.35 RIGHT OF INSPECTION 16

2.36 SAVINGS 16

2.37 SEVERABILITY 16

2.38 SUBCONTRACTING 16

2.39 SURVIVAL 16

2.40 TAXES..... 17

2.41 TERMINATION FOR CAUSE 17

2.42 TERMINATION FOR CONVENIENCE 17

2.43 TERMINATION PROCEDURES 17

2.44 TREATMENT OF ASSETS 18

2.45 WAIVER 18

ATTACHMENT I: ATTORNEY’S CERTIFICATION 18

AGREEMENT TERMS AND CONDITIONS

PUBLIC WORKS BOARD CONSTRUCTION FUNDING PROGRAM

SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Construction Funding Agreement the following terms shall have the meaning set forth below:

- A. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Agreement
- B. "Agreement" shall mean this Construction Funding Agreement.
- C. "Contractor" shall mean the local government identified on the Agreement Face Sheet receiving funding to complete the project described in the SCOPE OF WORK described in this Agreement and who is a Party to the Agreement, and shall include all employees and agents of the Contractor.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Funding Agreement, displayed within the Agreement in **THIS STYLE** for easier identification.
- E. The Traditional Program Policy Handbook shall mean the handbook found at the PWB Traditional Financing Webpage and available upon request as PDF.

1.2 Authority

Acting under the authority of RCW 43.155, the BOARD has awarded the Contractor Public Works Board construction funding for an approved public works project.

1.3 Purpose

The BOARD and the Contractor have entered into this Agreement to provide funds to enable the Contractor to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the Agreement terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 5- year deferral for start-up systems

If the project financed by this Agreement is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Agreement execution date. The Contractor may provide a written request to the BOARD requesting a 5-year deferral for an eligible system. The BOARD may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Default in Repayment

If the funding under this Agreement constitutes a loan, repayments shall be made on the loan in accordance with Section 1.18 of this Agreement. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit. Costs incurred as part of the investment grade audit are eligible project costs.

1.9 Sub-Contractor Data Collection

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Agreement performed by sub-contractors and the portion of the Agreement funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.10 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030, be related only to project activities described in the declared **SCOPE OF WORK** and documented according to the requirements set forth in the Traditional Program Policy Handbook. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **EARLIEST DATE FOR COST REIMBURSEMENT** shown in the Declarations are eligible for reimbursement under this Agreement.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with BOARD funding.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.11 Historical and Cultural Resources

Prior to approval and disbursement of any funds awarded under this Agreement, the Contractor shall cooperate with the BOARD to complete the requirements of Governor’s Executive Order 21-02 or the Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless the BOARD and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Agreement.

In addition to the requirements set forth in this Agreement, the Contractor shall, in accordance with Governor’s Executive Order 21-02 as applicable, coordinate with the BOARD and the Washington State Department of Archaeology and Historic Preservation (“DAHP”), including any recommendation consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Agreement.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memoranda of agreement, if historical or cultural artifacts found during the construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state’s historical preservation officer at DAHP, and the BOARD Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe’s cultural staff or committee.

The Agreement shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in the Agreement, the Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records. RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor’s Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Agreement may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.12 Performance Incentives

The Contractor shall complete the project no later than sixty (60) months after the date of Agreement execution.

Should the Contractor submit the Certified Project Completion Report within forty-eight (48) months of the date of Agreement execution, the Contractor may choose one of the two following incentives upon project completion:

- Option A: The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR:
- Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor submit the Certified Project Completion Report within thirty-six (36) months of the date of Agreement execution, the Contractor may choose one of the following two incentives upon project completion:

- Option C: The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;
- Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Agreement shall be modified to note the appropriate change and no further adjustment to the Agreement for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

1.13 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Agreement work is performed.
- D. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the total funding amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan amount, grant amount (if applicable), loan term, and interest rate.

1.14 Project Signs

If the Contractor displays, during the period covered by this Agreement, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project. Public Works Board logo files are available upon request.

1.15 Rate and Term of Loan

If the Contractor is awarded a loan, the BOARD shall fund the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Agreement Face Sheet and declared on the Agreement Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **AGREEMENT END DATE** as shown on the Agreement Face Sheet.

Any grant funding shall be spent from the award proportionally to the **% OF FUNDING AS GRANT**. The percent of grant funding shall not be changed at project completion regardless of the actual cost of the project and the Affordability Index or other measure of financial hardship.

1.16 Recapture

In addition to the recapture provisions in Section 2.32, the right to recapture shall exist for a period not to exceed six (6) years following Agreement termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

1.17 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Agreement is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The Contractor shall submit all Invoice Vouchers and all required documentation per guidance in the BOARD Traditional Program Policy Handbook, which is incorporated by reference.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum funding amount under this Agreement, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal, or its successor. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.11, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

If the Contractor receives funding in the form of both a grant and a loan, the Contractor shall bill to the loan and grant proportionally until and if funds are exhausted.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD at least quarterly, as appropriate.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The BOARD may, at its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the BOARD.

BOARD shall not release the final five (5) percent of the total funding amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works funding exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs, other funding, and local share. The final BOARD funding disbursement shall bring the total funding to the lesser of 100% of the eligible project costs or the total declared **funding under this Agreement**. The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan and grant amounts, loan term, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received BOARD monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the BOARD by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.18 **Repayment**

If the Agreement includes loan funding, loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Agreement execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of a loan under this Agreement shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **AGREEMENT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

In the event that the BOARD approves the Contractor's request for a deferral as outlined in Section 1.5, then the first loan repayment is due sixty (60) months after Agreement execution. Interest accrues for the sixty (60) months after Agreement execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.19 Reports

The Contractor shall furnish the BOARD with:

- A. Project progress reports per guidance in the BOARD Traditional Program Policy Handbook;
- B. Quarterly Reports;
- C. Certified Project Completion Report at project completion (as described in Section 1.13);
- D. Pictures and short videos of various stages of the project, and
- E. Other reports as the BOARD may require.

1.20 Termination for Cause

If the Contractor fails to comply with the terms of this Agreement, or fails to use the funds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Agreement in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of a loan.

These terms supersede the terms in Section 2.41 Termination for Cause/Suspension.

1.21 Termination for Convenience

Notwithstanding anything in Section 2.42 Termination for Convenience, the BOARD may suspend or terminate this Agreement in the event that funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Agreement. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

1.22 Time of Performance

No later than sixty (60) months after the date of Agreement execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Agreement. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Agreement shall be for the entire term of any loan provided under this Agreement, regardless of actual project completion, unless terminated sooner as provided herein.

1.23 Agreement Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Agreement will be suspended effective July 1. The Contractor shall immediately suspend work under this Agreement and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

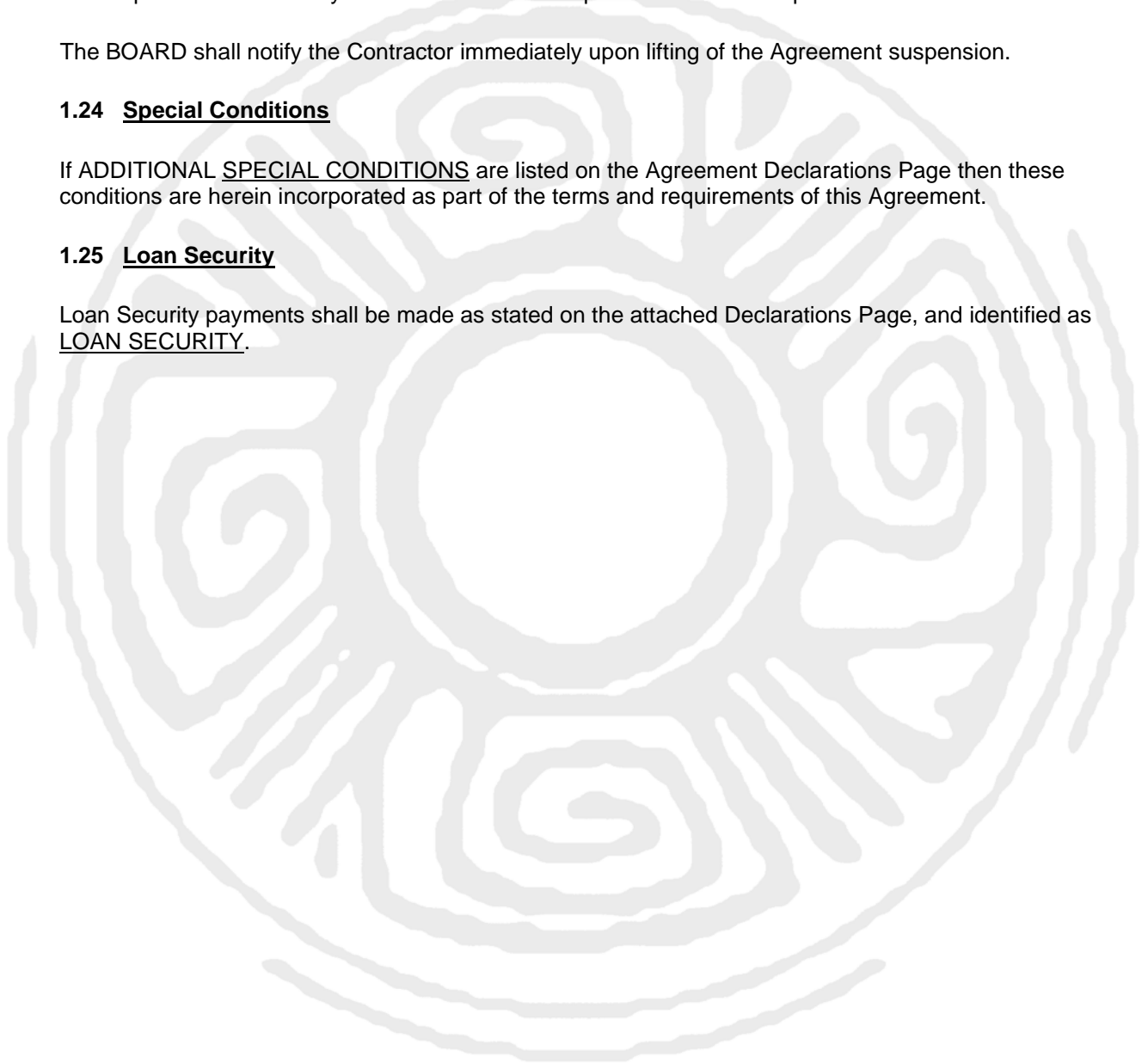
The BOARD shall notify the Contractor immediately upon lifting of the Agreement suspension.

1.24 Special Conditions

If ADDITIONAL SPECIAL CONDITIONS are listed on the Agreement Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Agreement.

1.25 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified as LOAN SECURITY.



GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Agreement
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Agreement under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 Allowable Costs

Costs allowable under this Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Agreement Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

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

2.4 AMENDMENTS

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

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This Agreement shall be subject to the written approval of the BOARD's Authorized Representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Contractor without prior written consent of the BOARD.

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney's fees and costs.

2.9 AUDIT

A. General Requirements

- If requested by the Board at any time during the Agreement period and six (6) years following termination of the Agreement, Contractor will obtain an audit, at its own expense.
- Contractors are to procure audit services based on the following guidelines.
- The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
- The BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD's request for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

- In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit.
- Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- The Contractor shall include the above audit requirements in any subcontracts.
- In any case, the Contractor's financial records must be available for review by the BOARD.

2.10 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
2. All material produced by the Contractor that is designated as "confidential" by the BOARD; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's

name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Agreement whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify the BOARD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.12 CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.13 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the BOARD. The BOARD shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the BOARD effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Contractor hereby grants to the BOARD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BOARD.

The Contractor shall exert all reasonable effort to advise the BOARD, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The Contractor shall provide the BOARD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Agreement. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14 DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.15 DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Agreement number; and
- be mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other agreement, contract, subcontract, or other source.

2.17 ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act, RCW 42.52 and any other applicable local, state or federal law related to ethics or conflicts of interests.

2.18 GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.19 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Agreement. "Claim," as used in this Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily

injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor waives its immunity under RCW 51 to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Agreement. The Contractor and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or the BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.21 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of RCW 51, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the BOARD under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.21 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative Action, RCW 41.06.020 (11).
- B. Boards of Directors or Officers of Non-profit Corporations – Liability – Limitations, RCW 4.24.264.
- C. Contracts for Architectural and Engineering Services. RCW 39.80
- D. Disclosure-Campaign Finances-Lobbying, RCW 42.17.
- E. Discrimination-Human Rights Commission, RCW 49.60.
- F. Ethics in Public Service, RCW 42.52
- G. Growth Management, RCW 36.70A
- H. Housing Assistance Program, RCW 43.185.
- I. Interlocal Cooperation Act, RCW 39.34.
- J. Noise Control, RCW 70.107.
- K. Office of Minority and Women's Business Enterprises, RCW 39.19 and WAC 326-02.
- L. Open Public Meetings Act, RCW 42.30.
- M. Prevailing Wages on Public Works, RCW 39.12.
- N. Public Records Act. RCW 42.56.
- O. Public Works Projects, RCW 43.155
- P. Relocation Assistance – Real Property Acquisition Policy, RCW 8.26.
- Q. Shoreline Management Act of 1971, RCW 90.58.

- R. State Budgeting, Accounting, and Reporting System, RCW 43.88
- S. State Building Code, RCW 19.27 and Energy-related building standards, RCW 19.27A, and Provisions in buildings for aged and handicapped persons, RCW 70.92.
- T. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- U. State Environmental Policy, RCW 43.21C.
- V. State Executive Order 21-02 Archeological and Cultural Resources.

2.23 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Agreement.

2.24 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

2.25 Local Public Transportation Coordination

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.27 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Agreement may be terminated by the BOARD, if the BOARD, the Department of Commerce, or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.28 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of RCW 42.17 and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.29 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with RCW 39.12, and shall make such records available for the BOARDS review upon request.

2.30 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.31 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD's name is mentioned, or language used from which the connection with the state of Washington's or the BOARD's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.32 RECAPTURE

In the event that the Contractor fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, the BOARD reserves the right to recapture funds in an amount to compensate the BOARD for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the BOARD. In the alternative, the BOARD may recapture such funds from payments due under this contract.

2.33 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.34 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.35 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Contractor shall provide access to its facilities for this purpose.

2.36 SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the BOARD may terminate the Agreement under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

2.37 SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

2.38 SUBCONTRACTING

The Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the BOARD in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Agreement. The Contractor is responsible to the BOARD if the Subcontractor fails to comply with any applicable term or condition of this Agreement. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the BOARD for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the BOARD and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.39 SURVIVAL

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

2.40 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.41 TERMINATION FOR CAUSE

In the event the BOARD determines the Contractor has failed to comply with the conditions of this Agreement in a timely manner, the BOARD has the right to suspend or terminate this Agreement. Before suspending or terminating the Agreement, the BOARD shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Agreement may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

The BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the BOARD provided in this Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.42 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement the BOARD may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the BOARD shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

2.43 TERMINATION PROCEDURES

Upon termination of this contract, the BOARD, in addition to any other rights provided in this Agreement.

The rights and remedies of the BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
- C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

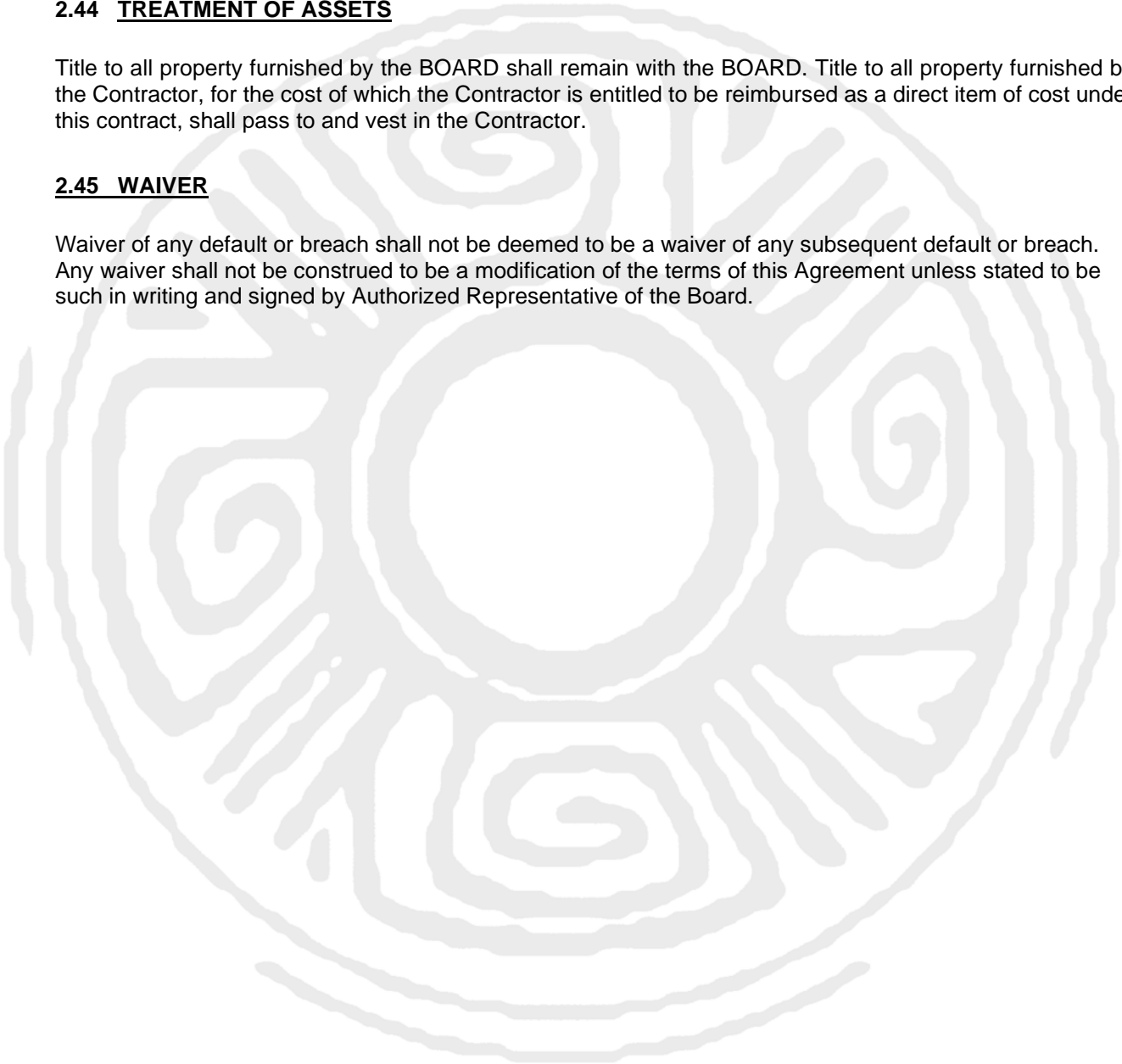
- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Agreement had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.44 TREATMENT OF ASSETS

Title to all property furnished by the BOARD shall remain with the BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

2.45 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by Authorized Representative of the Board.



ATTACHMENT I: ATTORNEY’S CERTIFICATION

PUBLIC WORKS BOARD CONSTRUCTION FUNDING PROGRAM

CONTRACTOR: City of Lake Forest Park
AGREEMENT Number: PC25-96103-014

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of Lake Forest Park (the CONTRACTOR); and

I have also examined any and all documents and records which are pertinent to the Agreement, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The CONTRACTOR is a public body, properly constituted and operating under the laws of the state of Washington, empowered to receive and expend federal, state and local funds, to enter into an Agreement with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The CONTRACTOR is empowered to accept the BOARD's financial assistance and to provide for repayment of the loan as set forth in the Agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the CONTRACTOR from repaying any loan extended by the BOARD with respect to such project. The CONTRACTOR is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the CONTRACTOR.

Signature of Attorney

Date

Name



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date March 27, 2025

Originating Department Community Development Department

Contact Person Mark Hofman, AICP, Community Development Director

Title Ordinance 25-1308/Amending Chapter 18.52 of the Lake Forest Park Municipal Code, Signage, to bring the Sign Code into compliance with recent legal decisions

Legislative History

- First Presentation December 14, 2023, Regular City Council Meeting
- Reintroduction (New CD Director) April 22, 2024, Committee of the Whole
- Return Reintroduction Materials June 13, 2024, Regular City Council Meeting
- Post SEPA and WA Dept. of Commerce Review Reintroduction March 27, 2025, Regular City Council Meeting

Attachments:

1. Draft amendments to Chapter 18.52, Signage, of the Lake Forest Park Municipal Code (All amendments are in red font with additions underlined and deletions in strikeout format. Unchanged code text remains in black font).
2. Current adopted Chapter 18.52, Signage, of the Lake Forest Park Municipal Code.
3. Draft ordinance.
4. Current adopted Section 18.66.125, Nonconforming Signs, of the Lake Forest Park Municipal Code

Executive Summary

The Planning Commission completed a review and amendments to the city’s adopted sign code, held a public hearing, and forwarded a recommendation in 2023 to the City Council. Changes generally include those to definitions, clarification of illegal signs, exemptions from permitting, new provisions for temporary signs, the addition of exterior signage for businesses located interior to the Town Center, and the addition of signs allowed in Southern Gateway zones.

The draft recommended amendments/additions were introduced to the City Council at the December 14, 2023 regular meeting. The continuing effort at Council was then temporarily put on hold until a new community development director came on board at the city and had time to familiarize with the background materials and process. The Community Development Director joined the city in January 2024 and reintroduced the recommended amendments to the City Council on April 22, 2024, to continue the review process.

The materials included in the Council meeting packet for December 14, 2023, and April 22, 2024, included some text issues of several instances of multiple sentences overlapping each other. Because it was therefore not entirely clear what each and every included amendment and addition was contained in the Commission’s recommendation, the materials from the Planning Commission were corrected and verified.

These corrected materials were returned as a replacement step at the June 13, 2024, meeting of the City Council. The Council reviewed and discussed the amendment materials, and the Community Development Director responded to several past questions and comments. The feedback received from the City Council review included that no additional substantive changes were anticipated at that time and that Community Development Department staff could begin the environmental (SEPA) review and submit the proposed amendments to the Department of Commerce for their required review.

Both processes have now been completed, as required prior to the City Council’s adoption of any proposed code. A Determination of Nonsignificance (DNS) was issued by the city’s SEPA Responsible Official after a review of the proposed amendments and a SEPA Checklist prepared for the Non-Project Action. The City received no specific comments regarding the proposed sign code amendment from the required public notice period, and no appeal was filed on the February 6, 2025, determination. The sign code amendments and supporting materials were adequately filed with the Washington State Department of Commerce to satisfy the required 60-day agency review and comment period. No comments were received as a result of the 60-day review, and that requirement is satisfied.

Background

The Planning Commission’s review of the sign code was done with the limits imposed by the Courts in mind. The U.S. Supreme Court in *Reed v. Gilbert*, held that regulating signs based on their content, in most cases, is an unconstitutional violation of the First Amendment right to free speech. The U.S. Ninth Circuit Court of Appeals, of which Washington is a part, held that the Reed decision only applies to non-commercial signs. Non-commercial signs that regulate the content of a sign will be subject to “strict scrutiny” when determining whether they violate the First Amendment right to free speech. When regulating signs that are off-premises (not on the premises they convey information about), the U.S. Supreme Court in *City of Austin v. Reagan National Advertising*, held that a city’s regulation of off-premises signs is facially content neutral because the message on the sign is only relevant because it tells the reader about location. Neutral reading of sign for location will pass the Constitutional test.

Fiscal & Policy Implications

Fiscal impacts are minor, related to staff time and the costs of codifying the updated code. By adopting the proposed amendments, the city’s sign code will be in compliance with case law.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> Adopt the amendments to Chapter 18.52, Signage, of the Lake Forest Park Municipal Code. 	New sign code regulations reflective of recent case law will be in effect.

- Not adopt the amendments to Chapter 18.52, Signage, of the Lake Forest Park Municipal Code.

The existing sign regulations of the LFPMC will remain in effect.

Staff Recommendation

Adopt the amendments to Chapter 18.52, Signage, of the Lake Forest Park Municipal Code.

ATTACHMENT 1- Chapter 18.52

SIGNAGE

Sections:

- 18.52.010 Purpose.
- 18.52.020 Definitions.
- 18.52.030 ~~Prohibited~~ ~~Illegal~~-signs and removal.
- 18.52.040 Exemptions from permitting.
- 18.52.045 Temporary signs.
- 18.52.050 Signs in RM and RS zones.
- 18.52.060 Signs permitted in CC and BN zones.
- 18.52.070 Signs permitted in TC zones.
- 18.52.075 Signs in Southern Gateway zones.
- 18.52.080 Signs in the public right-of-way.
- 18.52.090 Permit application and fees.
- 18.52.100 ~~Enforcement~~ Violations.

18.52.010 Purpose.

The purpose of this chapter is to provide regulation of all signage in Lake Forest Park in order to promote and protect the public health, welfare and safety, to protect and promote property values, to protect and promote an aesthetically pleasing physical appearance of the city, to provide for more open space, to protect and promote an attractive business climate in the city and to provide uniformity of appearance in signage and in regulation of signage where appropriate. It is further intended to reduce sign and advertising obstructions and distractions that may contribute to traffic accidents, to reduce visual clutter and to curb the deterioration of natural beauty and community environment.

18.52.020 Definitions.

For purposes of this chapter, the definitions of words and terms shall be as provided in this title, this chapter and as defined in the International Building Code, current edition, as adopted by the state of Washington.

~~A. —“Celebration displays” are temporary signs, banners, posters, fluttering devices, balloons, and pennants used solely for the purpose of announcing the opening of a new business, celebration of business anniversaries or announcing major sales. No balloon may exceed three cubic feet. No celebration shall commence prior to the start of the celebration. The notice shall specify the first and last days of the celebration.~~

A.B. “Animated sign” means any sign, or any portion of the sign, affected by the movement of air or other atmospheric or mechanical means, or that uses natural or artificial changes of lighting, to depict action or create a special effect or scene. Animated signs include, but are not limited to, flashing signs, inflatable signs, rotating signs, pennants, streamers, balloons, searchlights, spinners, and propellers.

B. “Awning or canopy sign” means a nonelectric sign that is printed on, painted on, or attached to the vertical surface or flap of an awning or canopy.

C. “Banner” means a sign composed of flexible material, such as fabric, pliable plastic, or other similar nonrigid material, with no enclosing framework or electrical components and that is supported or anchored on two or more edges or at all four corners, or along either one edge or two corners with weights installed that reduce the reaction of the sign to wind.

D.B. “Changing message signs” are signs in which a change of message is made by means of moving or digitally changing monochromatic letters, ~~or~~ numbers, or a combinations thereof. Moving or digitally changing the letters or

~~numbers does not make the sign an “animated sign”. ,such as clocks and electronic signs indicating time, date and temperature. No messages other than date, time and/or temperature are permitted on changing message signs.~~

~~E.C.~~ “Construction signs” are nonilluminated signs which identify the architects, engineers, planners, contractors or other professional individuals or firms involved with a construction or remodel project or which announce the character or purpose of a project but which do not advertise any product.

~~F.~~ “Copy” means the graphic content of a sign surface, including, but not limited to, graphics, letters, numbers, figures, symbols, and trademarks.

~~G.~~ “Exterior signs” means a wall sign, an awning sign or marquee sign, all of which have copy showing on only one side of the sign.

~~H.~~ “Electronic video signs” are signs that contain electronic video displays similar to or otherwise depicting a television screen.

~~I.D.~~ “Freestanding sign” means a sign standing directly on the ground or having one or more supports standing directly on the ground, and being detached from any building or fence.

~~J.~~ “Illuminated sign” means a sign with an artificial light source incorporated internally or externally for illuminating the sign.

~~E.~~ “Incidental signs” are signs of a noncommercial nature, without advertising, intended primarily for the convenience of the public, that do not exceed a maximum area of two square feet. Incidental signs include:

- ~~1. Nonflashing signs designating street addresses, restrooms, hours of operation, entrances and exits to buildings and parking lots, help wanted signs, bus stop and bus route signs, public telephones and the like;~~
- ~~2. Property control signs such as “no trespassing” signs, “no soliciting” signs, towing signs, “no dumping” signs and the like;~~
- ~~3. Plaques, tablets or inscriptions of an historical character which are an integral part of a building or are attached flat to the face of a building, walkway or street;~~
- ~~4. Newspaper boxes attached to mailbox posts which include the name of the newspaper; and~~
- ~~5. Temporary signs in RM and RS zones identifying noncommercial events such as private picnics, birthdays and the like.~~

~~A maximum of two incidental signs per business can include the names and/or logo of the business. Political signs and commercial signs such as yard sale signs, real estate signs and the like are subject to the specific provisions of this chapter relating to them.~~

~~K.F.~~ “Land use notice action signs” are signs notifying the public of proposed site alterations and which are required to be posted.

~~L.~~ “Lawn sign” means a freestanding sign made of lightweight materials such as cardboard or vinyl that is supported by a frame, pole, or other support structure placed directly in the ground without foundation or other anchors.

~~M.~~ “Marquee sign” means any sign attached to or supported by a marquee, which is a permanent roof-like projecting structure attached to a building.

~~N.~~ “Monument sign” means a freestanding sign having the appearance of a solid base that is 100 percent or greater of the sign face width, made of landscape construction materials such as brick, stucco, stonework, textured wood, tile, or textured concrete, which are harmonious with the materials of the primary structure on the subject property.

~~G. “Noncommercial identity signs” are signs which identify the city, parks, public utility or service districts, places of worship, schools, community recreational clubs and areas and residential communities within the city or provide public service, location or educational information. Identity signs may not be directly illuminated but may have indirect illumination on them. A noncommercial identity sign may not exceed 32 square feet per side or have balloons, flags, festoons, pennants or the like attached. Such signs must be placed upon the property which they identify except as provided in LFPMC 18.52.040(A).~~

~~O.H. “Off-premises signs” are any permanent sign, such as a billboard, pedestal, pole, monument, or marquee sign which displays a message which is not incidental to the current use of the property on which it is located.~~

~~I. “Open house signs” are signs of an A frame or sandwich type construction, which may include a real estate company’s name and logo and the words “open house” and having a directional symbol, not exceeding six square feet in size.~~

~~P. “Pedestal sign” means freestanding signs supported permanently upon the ground by one or more solid bases, which base or bases shall be of a width equal to or greater than 50 percent of the sign width.~~

~~Q. “Pole or pylon signs” means freestanding signs supported permanently upon the ground by one or more solid bases, which base or bases are less than 50 percent of the sign width.~~

~~J. “Political signs” are signs which advertise or promote a political candidate(s) for public elective office, promote a political party, or promote a position on a public issue or ballot issue. A sign which advertises or promotes a negative position of a political candidate, political party or public issue or ballot issue is a political sign.~~

~~K. “Real estate signs” are temporary signs not to exceed six square feet per side, which may be one or two sided, advertising the real estate upon which it is located, or a portion thereof, for sale, lease or rent.~~

~~R. “Right-of-way” means land owned, dedicated, or conveyed to the public and used primarily for the movement of vehicles, wheelchair, and pedestrian traffic, and land privately owned and used primarily for the movement of vehicles, wheelchair, and pedestrian traffic, so long as such privately owned land has been constructed in compliance with all applicable laws and standards for a public right-of-way.~~

~~S.L. “Sandwich board signs” are temporary advertising signs constructed of two boards or other flat-surfaced materials hinged or otherwise connected at one end (i.e., A-frame) which may not exceed six (6) +2 square feet per side and may not exceed four feet in height. Balloons, flags, festoons, pennants, and the like may not be attached to any sandwich board sign. Sandwich board signs must be placed on the ground; they cannot be elevated or suspended above the ground.~~

~~M. “Seasonal signs” means reasonable seasonal decorations of a noncommercial nature within an appropriate holiday season or during a festival as long as such seasonal signs are removed promptly at the end of the holiday season or festival.~~

~~T.N. “Sign area” means the entire area of a sign on which copy is placed, excluding the sign’s structure, architectural embellishments, and framework. Sign area is calculated by measuring the perimeter enclosing the extreme limits of the sign face containing copy; provided however, for letters or symbols painted or mounted directly on walls and awnings, sign area shall be calculated by measuring the smallest single rectangle which will enclose the combined letters and symbols. If a design or pattern is combined with a sign, only that part of the design or pattern which cannot be distinguished from the sign will be considered as part of the sign area. Sign area for freestanding signs and signs contained entirely within a cabinet and mounted on a wall, roof or monument shall be calculated by measuring the entire area of the cabinet. When calculating sign square footage, the measurement of a sign’s dimension shall be only with respect to its physical dimensions and not include the distance it hangs from the ground or the size of its supports.~~

~~U.Q. “Sign height” means the vertical distance, from the average level of the undisturbed soil at the base of the sign, measured to the highest point of the sign.~~

V.P. “Signs” are any visible communication device, structure or fixture, stationary or mobile, including supporting and component parts, designed to announce, declare, demonstrate, display, or otherwise identify, advertise, or attract the attention of the public which are visible from any right-of-way, using graphics, letters, figures, symbols, trademarks, pennants, moving or fluttering devices, including balloons, or written copy. Flags, painted wall designs, or patterns which do not represent a product, commodity, service or registered trademark, and which do not identify the user, are not signs. Official notices and informational materials erected and maintained in the discharge of a governmental function are not considered signs for the purposes of this chapter. When calculating sign square footage, the measurement of a sign’s dimension shall be only with respect to its physical dimensions and not include the distance it hangs from the ground or the size of its supports. A memorial plaque or tablet, or cornerstones indicating the name of a building and date of construction, when cut or carved into any masonry surface or when made of bronze or other incombustible material and made an integral part of the building or structure are not considered signs for purposes of this chapter.

Q. “Special event signs” are signs advertising the occurrence of a community event such as a school bazaar, fundraising car wash, community picnic, etc. There are no size limitations on special event signs. Yard sale signs are not special event signs.

W.R. “Street light banner” is a sign that is made of nonrigid material secured in a rigid frame on all four corners which is placed upon or attached to a street light pole or utility pole in a manner that does not create a traffic or other safety hazard.

X. “Temporary signs” means a sign that is not permanently affixed and that is designed for or capable of being moved, except those signs explicitly designed for people to carry on their persons or that are permanently affixed to motor vehicles. Temporary signs include, but are not limited to, sandwich board signs, lawn signs, and similar signs.

Y. “Wall sign” means a sign applied with paint or similar substance on the surface of a wall, a sign attached essentially parallel to and extending not more than 12 inches from the wall of a building, or a sign attached to a roof gable of a building.

S. “Yard sale signs” are any signs which may not exceed six square feet on each of two sides of a temporary nature advertising a garage or yard sale of personal belongings. Home occupations permitted by this title may not utilize yard sale signs to advertise, promote or sell their goods or services.

Z. “Window signs” mean all signs located inside and affixed to a window and intended to be viewed from the exterior of the structure.

*Code reviser’s note: Section 2 of Ord. 935 provides as follows: “Sections 18.52.020(R), 18.52.070(K) and 18.52.070(L) shall be repealed effective midnight, December 31, 2007.”

18.52.030 Prohibited ~~Illegal~~ signs and removal.

A. General prohibition. Any sign not expressly provided for in this chapter shall be ~~prohibited illegal~~. All ~~prohibited illegal~~ signs must be removed by the person or entity placing them or by the person, business or entity benefited by the ~~prohibited illegal~~ sign. Said persons or entities are also subject to enforcement proceedings under LFPMC 18.52.100. However, The city of Lake Forest Park may remove any ~~prohibited illegal~~ sign within the right of way-its jurisdiction. Signs so removed may be released to the sign owner or other responsible person upon payment of a \$25.00 removal fee. Removed signs which are unclaimed after 30 days may be destroyed by the city. Removal of a ~~prohibited illegal~~ sign by the city does not relieve the person responsible for paying accrued fines under LFPMC 18.52.100.therefor.

B. Specific prohibitions. Unless otherwise provided for in this chapter, no person shall erect, alter, maintain, or relocate any of the following signs in the City:

1. Any animated sign as defined in LFPMC 18.52.020.
2. Any electronic video signs as defined in LFPMC 18.52.020.

3. Any signs that emit smoke, visible particles, odors, and/or sound, except that sound from speakers in signs on the premises of a drive-through facility shall be allowed.
4. Any sign that is dangerous or confusing to motorists and pedestrians, including any sign that by its color, wording, design, location, or illumination resembles or conflicts with any official traffic control device or that otherwise impedes the safe and efficient flow of traffic.
5. No sign may impede free ingress and egress from any sidewalk, pedestrian walkway, door, window, or exit way required by building and fire regulations.
6. Portable signs on wheels (trailer signs) and outdoor electric portable signs.
7. Signs within public property, public easements or structures, including, but not limited to, medians, roundabouts, sidewalks, utility poles and cabinets, street light poles, traffic poles and signals, and street trees, except as allowed pursuant to LFPMC 18.52.080.
8. Signs placed on or painted on a motor vehicle or trailer parked with the primary purpose of serving as a sign not otherwise allowed by this chapter.
9. Signs erected, constructed, or structurally altered that are required to have a permit for such action and that were erected, constructed, or altered without obtaining a permit for such action.
10. Off-premises signs.

18.52.040 Exemptions from permitting.

A. The following signs and sign related activities are exempt from obtaining a permit pursuant to LFPMC 18.52.090, except as set forth in LFPMC 18.52.050, and except for signs in the right of way, exempt from regulation:

1. Changes to the copy of changeable message signs, provided such changes do not change the material or appearance of the sign as originally permitted by the city.
2. The normal repair and maintenance of conforming or legal nonconforming signs.
3. Temporary signs with a sign area no greater than three square feet in area per side and no more than four feet in height that remain on the premises for less than 90 days in a one-year period.
4. Any sign on a vehicle, unless such vehicle sign is prohibited pursuant to LFPMC 18.52.030.

~~A. Incidental signs and noncommercial identity signs; provided, that noncommercial identity signs which identify the city or its public parks may be placed in the public right of way.~~

~~B. Political signs in all zones except public rights of way; provided, that all political signs must be removed within five days of the election in which the political candidate or public issue or ballot issue is decided; and provided further, that political signs advertising or promoting a political party must be removed within five days after each general election.~~

~~C. Seasonal signs.~~

~~D. Construction signs; provided, that there may not be more than one construction sign on each public right of way upon which the project fronts and not more than two construction signs in total; and provided further, that no construction sign shall exceed 12 square feet in area per side and not more than six feet in height. All construction signs must be removed within one day of initial occupancy or one day of completion of the project; whichever is the last to occur.~~

~~E. Land use action notice signs.~~

~~F. Exterior and interior signs or displays not intended to be visible from streets or public rights-of-way, signs in the interior of a building not facing a window, window displays and point of purchase advertising displays such as vending machines.~~

~~G. Sculptures, fountains, benches, lighting, mosaics, landscaping and other street furniture which do not incorporate advertising or identification.~~

~~H. Poles erected for the purpose of displaying patriotic flags and such flags.~~

~~I. Real estate and open house signs on private property; provided, that there may not be more than one real estate sign and one open house sign on each public right of way upon which the property fronts and not more than two real estate signs and two open house signs on such property in total; and provided further, that no real estate sign or open house sign shall exceed six square feet in area per side and not more than six feet in height in RM and RS zones and 16 square feet in area per side and not more than six feet in height in CC, BN and TC zones; and provided further, that all real estate signs must be removed within five days of the property being closed, leased or rented, as the case may be, and all open house signs must be removed by 7:00 p.m. of the last day that the property is being shown.~~

~~J. Traffic and pedestrian signs and signals, signs required by law, street and governmental directional signs, official public notices and governmental flags. Other than as set forth, signs of governmental agencies and facilities, including the city of Lake Forest Park, shall comply with this chapter.~~

~~K. Service, fraternal, religious and similar organizations located in the city may erect signs at their cost at the entrances to the city as follows: there shall be one standard jointly shared by all such subject organizations no higher than 10 feet that shall carry all the signs for each subject organization at each principal arterial entrance, and each subject organization's sign, emblem or symbol shall be no more than two square feet per side in sign area. Placement of such standards must be approved in advance by the city's engineer and by the planning director.~~

18.52.045 Temporary signs.

The following provisions apply to all temporary signs displayed within the City, unless otherwise provided in this chapter:

A. Temporary signs must be placed totally within the site/property pursuant to the requirements of this chapter, except when allowed to be placed within the right-of-way under LFPMC 18.52.080.

B. Temporary signs may be made of any durable material, provided that the temporary sign otherwise conforms to the requirements of this chapter. A temporary sign may be of rigid or nonrigid construction.

C. Except as otherwise provided for in this chapter, temporary signs are prohibited from being in the following places:

1. On a roof of a building or structure.
2. On fences.
3. Any location so as to physically obstruct any door or exit from a building.
4. Any location so as to be hazardous to a motorist's or pedestrian's ingress and egress from buildings or parking areas.
5. In the sight-distance triangle, or in any other area which may obstruct the vision of motorists to create a safety hazard.

D Temporary signs shall not be directly or indirectly illuminated.

E. Temporary signs driven into the ground shall be clear of tree roots, irrigation lines and other underground structures that could be damaged.

F. Signs pertaining to an event, occasion, or similar occurrence with a beginning and/or ending date shall be removed within ten (10) calendar days after the ending date.

18.52.050 Signs in RM and RS zones.

In all Residential-multifamily and Residential single-family zones, the following sign regulations apply.

A. All residences shall display the postal address of that property. The display may be lighted but not flashing and shall be clearly visible from the public right-of-way. If the display is to be placed upon the residence, the numbers must be no less than four inches in height and of a contrasting color to the residence.

B. Temporary signs are allowed that meet the following criteria:

1. Signs no greater than three (3) square feet in area per side and no more than four (4) feet in height may remain on the premises indefinitely; there may be no more than five (5) such signs displayed on the premises at one time.

2. Signs larger than allowed in the preceding paragraph, but no greater than six (6) square feet in area per side and not more than four (4) feet in height may remain displayed on the premises for no more than thirty (30) calendar days in any (1) one- year period; and there may be no more than (1) one sign of this size on the premises at any one time.

~~B. Yard sale signs on private property; provided, that yard sale signs may only be erected one day prior to the first day of the sale and must be removed within 24 hours of the end of the last day of the sale; and provided further, that yard sale signs to be held on any property may not be posted for more than a total of six days per month.~~

C. No home occupation otherwise permitted by this title may erect or post any sign advertising or promoting that home occupation.

D. The following additional signs are permitted in the RM and RS zoned properties zones for nonresidential uses:

1. One exterior sign, lighted or unlighted, ~~nonflashing~~, on the ~~outside wall of the~~ main building, which shall ~~be flat against the wall and~~ have an area of not greater than forty (40) square feet.

2. ~~One A-monument, pole, or pedestal detached~~ sign, lighted or unlighted, ~~nonflashing~~, having an area not greater than thirty (30) square feet per side and a sign height of not more than six (6) feet on which both faces may be utilized. Such signs must be securely mounted on the ground on which they rest. On corner lots, one such sign may be placed facing each street.

3. One changing message sign that is included within one sign allowed by subsection D.1 or D.2 above.

~~E. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities and a single flag identifying the project or owner), and off-premises signs are prohibited; provided, that such fluttering signs are permitted on temporary incidental signs in RM and RS zones identifying noncommercial events such as private picnics, birthdays and the like.~~

~~F. Churches are permitted to attach readerboard signs to their outside walls and to place sandwichboard type signs on their property on days of service.~~

~~G. For any zone, the city shall determine the square footage of a sign that is painted on or attached directly to a wall, roof, monument, or support column by its sign area as defined herein. Where a sign is limited to square feet, on one or both sides, square footage shall be determined by sign area.~~

18.52.060 Signs permitted in CC and BN zones.

In Neighborhood Business (BN) and Corridor Commercial (CC) zones, the following sign regulations apply.

A. In BN zones, two ~~single faced or one double faced~~ exterior signs ~~are is~~ permitted, not to exceed a total of sixty (60) square feet per ~~sign, side, attached to the building wall and advertising the business conducted therein, or the goods and services available therein.~~

B. In the CC zone, for each street or parking lot on which a business fronts, ~~one exterior-a single faced~~ sign ~~on the exterior wall, gable or awning fronting of~~ for that business is permitted. If the exterior sign is on the exterior wall, its size must be the lesser of: (1) 150 square feet per side; or (2) the greater of that amount in square footage which is a factor of eight tenths (0.8) of that business' linear street or parking lot frontage or 75 square feet per side; provided, that stand-alone buildings in the CC zone are entitled to signs of not more than 75 square feet per side irrespective of linear frontage; and provided further, that businesses which occupy in excess of 20,000 square feet of space may have a single exterior sign of not more than 250 square feet per side on each street or parking lot frontage. If the exterior sign is on a gable or awning, its size must be less than 40 square feet. Signage entitlements under the foregoing sentence for any frontage may not be counted for entitlement on any other frontage. Businesses that share space must share signage entitlements under this provision.

C. In both CC and BN zones, one ~~monument sign, pole sign or pedestal sign freestanding~~, single-faced or one double-faced sign not exceeding thirty (30) square feet in area per side and a sign height not exceeding twenty (20) feet ~~is permitted, securely fastened to the ground.~~

D. In both CC and BN zones, one changing message ~~sign is permitted that is included within one sign allowed by subsections A. and C. above.~~

E. In both CC and BN zones, ~~one temporary sandwich board~~ signs may be placed on the business' property that meet the following criteria: advertising special sale commodities or services and displayed only when the advertised business is open for business.

1. Size shall not exceed six square feet in area per side and not more than four feet in height;
2. Signs shall remain displayed on the premises for no more than 60 calendar days in a one-year period; and
3. No more than two such signs shall be displayed on the premises at any one time.

F. In both CC and BN zones, signs of any kind in windows viewable from any ~~public~~ right-of-way may not cover more than 50 percent of the window area ~~except for celebration displays.~~

~~G. For automobile service stations, a single freestanding fuel price and fuel brand identification sign, which may be lighted but nonflashing, securely anchored to the ground. Additional advertising of car wash services and other fuels sold may be added to the fuel price and fuel brand identification sign but no other message or device may be attached to the fuel price and fuel brand identification sign.~~

~~G.H.~~ All signs permitted by this section shall ~~be nonflashing, with no movement or simulated movement, except for changing message signs, and shall~~ be located as not to produce glare on neighboring residential properties ~~or interfere with traffic, traffic signals or traffic signs.~~

~~I. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities and a single flag identifying the project or owner) of a permanent nature are prohibited. However, in CC zones, celebration displays are permitted for periods of no more than 14 consecutive days and a total of four times a year. Celebration displays must be used at the site of the business and must be removed at the end of the event or 14 consecutive day period, whichever is shorter.~~

~~J. Off premises signs are prohibited.~~

18.52.070 Signs permitted in TC zones.

The ~~planned shopping center in the~~ TC zone is a unique and visible community resource ~~and structure~~. It is the city's desire that signs in the ~~planned shopping center in the~~ TC zone be aesthetically pleasing, architecturally cohesive ~~with the planned shopping center in the TC zone and with signs of other tenants in the planned shopping center in the TC zone~~, of superior construction, safe for both pedestrian and vehicular traffic and commercially reasonable.

A. In the TC zone, for each street or parking lot on which a business fronts, ~~one exterior a single faced sign on the exterior wall, gable or awning~~ fronting ~~of~~ that business is permitted. If the exterior sign is on the exterior wall, its size must be the less of (1) 150 square feet per side or (2) the greater of that amount in square footage which is a factor of eight tenths (0.8) of that business' linear street or parking lot frontage or 75 square feet per side; provided, that stand-alone buildings in the TC are entitled to signs of not more than 75 square feet per side irrespective of linear frontage; and provided further, that businesses which occupy in excess of 20,000 square feet of space may have a single exterior sign or not more than 250 square feet per side on each street or parking lot frontage. If the exterior sign is on a gable or awning, its size must be less than 40 square feet. Signage entitlements under the foregoing sentence for any frontage may not be counted for entitlement on any other frontage. Businesses that share space must share signage entitlements under this provision.

B. For businesses that do not front on either a right-of-way or parking lot, one exterior sign per such business shall be allowed. If the exterior sign is on an exterior wall, its size must be seventy-five (75) square feet or less. If the exterior sign is on a gable or awning, its size must be less than forty (40) square feet.

C.B. Each business in the TC zone may have nonilluminated projecting signs hanging from the soffits but each such sign must provide a minimum of seven feet of clearance from the underlying walkway to the bottom of the sign and no such sign may exceed five square feet per side.

D.C. Each business in the TC zone may have a nonilluminated awning on which may be placed signs for that business so long as the total area of those signs does not exceed 45 percent of the facing of the awning.

E.D. Signs of any kind in windows viewable from any public right-of-way may not cover more than 50 percent of the window area ~~except for celebration displays~~.

E.E. A ~~planned~~ shopping center in the TC zone may display up to two freestanding ground signs, not in excess of 25 square feet in area per side, identifying the name of the shopping center but not the businesses located therein at Northeast 175th and Ballinger Way Northeast, plus one nonilluminated freestanding ground sign at or near Northeast 175th and Ballinger Way Northeast, not to exceed a sign height of 10 feet and 60 square feet in area per side identifying the businesses located therein, plus a single illuminated or nonilluminated freestanding sign at the main entrance off Bothell Way Northeast, not to exceed a sign height of 30 feet and not more than 300 square feet in area per side, which may include identities of one or more of the businesses located in the shopping center. Any nonilluminated sign permitted in this subsection may, notwithstanding the foregoing, be illuminated by one or more separate light(s) cast on it from the ground below. The ground signs shall be of a style, material and design as are compatible with the associated buildings. All ground signs and support elements are to be integrated into a single design.

G.F. Entrances to buildings ~~in the planned shopping center~~ in the TC zone may have ~~a changing message readerboard~~ signs placed on the walls adjacent to the entrance wall or support columns not to exceed 13.5 square feet identifying only the businesses in that building. ~~Such changing message Readerboard~~ signs shall be limited to two per major public entrance.

H. Temporary signs that meet the following criteria are allowed on the premises:

1. A sign does not exceed six square feet in area per side and is not more than four feet in height;
2. Signs remain displayed on the premises for no more than 60 days in any one-year period;
3. Signs shall only be displayed during the hours the business is open to the general public, but in any event no earlier than dawn and no later than dusk;

4. One temporary sign is allowed per business at each vehicular entrance to the lot on which it is located, or if located in a shopping center, at each vehicular entrance to the shopping center;

5. One temporary sign is allowed per business at each pedestrian entrance adjacent to the right-of-way for the lot on which the business is located; or if located in a shopping center, at each pedestrian entrance adjacent to the right-of-way for the shopping center;

6. If the number of signs at a vehicular or pedestrian entrance is impeding free movement or causing a safety issue, the City may remove the problematic sign(s) without prior notice to the business owner.

~~G. For automobile service stations, a single freestanding fuel price and fuel brand identification sign, which may be lighted but nonflashing, securely anchored to the ground. Additional advertising of car wash services and other fuels sold may be added to the fuel price and fuel brand identification sign but no other message or device may be attached to the fuel price and fuel brand identification sign.~~

~~I.H. All signs permitted by this section shall be nonflashing, with no movement or simulated movement, except for changing message signs, and shall be located as not to produce glare on neighboring residential properties or interfere with traffic, traffic signals or traffic signs.~~

~~I. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities of a permanent nature) are prohibited. However, celebration displays are permitted for periods of no more than 14 consecutive days and a total of four times a year. Celebration displays must be used at the site of the shopping center and must be removed at the end of the event or 14 consecutive day period, whichever is shorter.~~

~~J. Off premises signs are prohibited.~~

~~K. Temporary sandwich board signs relating to a farmer's market may be permitted for a period not to exceed the operation of the farmer's market, subject to the following requirements:~~

~~1. Signs shall only be displayed during the hours the farmer's market is open to the general public, but in any event no earlier than 8:00 a.m. or later than 7:00 p.m. on the day of the market;~~

~~2. A maximum of two signs are allowed at each vehicular entrance of the town center zone, not to exceed a total of seven; and one sign is allowed at the pedestrian entrance at the perimeter of the parking lot adjacent to Bothell Way Northeast and Ballinger Way Northeast;~~

~~3. Signs shall not be directly or indirectly illuminated;~~

~~4. Signs may not block sidewalks or driveways, impede pedestrian or vehicular traffic, or create a hazard to traffic, such as, but not limited to, impeding visibility of oncoming traffic.~~

~~J.L. Streetlight banners may be permitted upon the private light poles within the TC town center zone. Such streetlight banners may not be used to advertise individual businesses, but may be used year-round to highlight seasonal events such a farmer's market, holiday seasons or other special events within the town center zone are subject to compliance with the following requirements:~~

~~1. Banners may be mounted on a total of 25 streetlight poles;~~

~~2. Two banners may be mounted on each pole and each banner must not exceed the dimensions of two feet by four feet;~~

~~3. All banners must be the same size, thematically consistent, and mounted in identical configurations;~~

~~4. Banners shall be installed with the bottom of the banner a minimum of 10 feet above the ground;~~

~~5. A banner permit may remain valid as long as the locations and the specifications of the banners and the mounting systems do not change, and so long as the banners are maintained in good condition;~~

6. Application requirements for a banner permit include:

- a. Information on the design and construction of the mounting system including any engineering calculations demonstrating the mounting system will support the banner;
- b. Identification of the location of the private light poles on which the banners will be placed; and
- c. A schedule that indicates when banners will be installed and changed, ~~which gives preference to farmers' market banners during the farmers' market season.~~

18.52.075 Signs in Southern Gateway zones.

- A. Signs in the Southern Gateway – Single-Family Residential (SG-SFR) zone are governed by this chapter and specifically LFPMC 18.52.050 for RM and RS zones.
- B. Signs in the Southern Gateway-Corridor (SG-C) zone and Transition (SG-T) zone are governed by this chapter and specifically LFPMC 18.52.070 for the TC zone, as well as the Southern Gateway- corridor and transition zones design guidelines. In the event of a conflict, the design guidelines shall govern.

18.52.080 Signs in the public right-of-way.

A. ~~The following signs are permitted in~~ the public right-of-way ~~in Lake Forest Park upon making application for a permit to the planning director; provided, that no sign in a public right of way shall create a traffic or other safety hazard; and temporary signs are permitted~~ upon meeting the following conditions:

1. Signs shall not be placed in medians, traffic islands, roundabouts, or other areas within the roadway;
2. Signs shall not be placed on a sidewalk or obstruct pedestrian or wheelchair access to the sidewalk;
3. For rights-of-way that only have a shoulder and do not have a sidewalk, signs must be placed so that they do not interfere with pedestrian, wheelchair, and bicycle access, or in any other manner that is unsafe for all users;
4. Signs shall be placed entirely outside the site distance triangle of a right-of-way corner, curb cut, or drive entrance, and where no curb exists, the sign must be placed outside the roadway at least five (5) feet from the edge of the roadway;
5. Signs shall remain unanchored in any way to trees or to public property including, but not limited to, utility or light poles, utility boxes, street signs, parking meters, fences, pavement, or similar;
6. No more than six (6) signs may be displayed city-wide in the right-of-way for the same event, occasion, or purpose, or by the same entity, at any one time;
7. A sign exempt from permitting by section 18.040 LFPMC because it is no greater than three (3) square feet in area per side and no more than four (4) feet in height shall be displayed for thirty (30) days or less in any one-year period, unless a permit is obtained;
8. A sign allowed by permit may not exceed six (6) square feet in area per side and not more than four (4) feet in height, and shall be displayed for sixty days (60) or less in any one-year period.

~~1. Special Event Signs. A maximum of four special event signs may be posted for a maximum of seven days prior to the event's commencement and upon such other conditions as may be imposed by the planning director. Special event signs must be removed within 24 hours of the termination of the special event.~~

B. ~~The following signs are permitted in the public right of way in Lake Forest Park without a permit being required:~~

~~1. Yard Sale Signs. A maximum of two yard sale signs may be posted for a maximum of two days prior to the event's commencement and upon such other conditions as may be imposed by the planning director. Yard sale signs shall be removed within 24 hours of the termination of the yard sale.~~

~~2. Real Estate Open House Signs. A maximum of four open house signs per property advertised for a period not to exceed two consecutive days in a calendar month. Such open house signs shall be placed at least three feet from the traveled portion of the right of way, shall not be placed on an island, median strip or sidewalk, and shall not create a hazard to traffic. Open house signs shall be permitted to be in place only between the hours of 8:00 a.m. and 7:00 p.m.~~

~~3. Political Signs. Political signs; provided, that all political signs must be removed within five days of the election in which the political candidate or public issue or ballot issue is decided.~~

~~4. Churches may place sandwich type signs concerning their service on sidewalks on the days of their service.~~

~~C. Signs shall not be located in the right of way or placed upon or in any way attached to any street or traffic control sign or utility pole in such a manner as to create a traffic or other safety hazard.~~

~~B.D. Signs are not permitted on other city-owned property or property leased by the city for public purposes such as public parks, trails, open space, or other public space, except those signs placed by the City, which signs shall only display noncommercial copy without the permission of the city.~~

18.52.090 Permit application and fees.

~~A. Except as provided in this chapter, no person shall erect, alter, or relocate any sign without first receiving an approved sign permit from the City pursuant to the requirements herein. All applications for issuance of permits required by this chapter shall be made to the Community Development Department planning director on forms furnished for that purpose and shall be accompanied by the required fee. The applicable fee shall be as provided in the city's fee schedule. The application shall include the applicant's full name, address, signature, location of the signs, types of goods proposed to be sold if applicable, duration of sale if applicable, together with such other information as the planning director deems appropriate.~~

~~B. The review and approval of sign permits is a ministerial administrative decision pursuant to Chapter 16.26 LFPMC, as amended.~~

C. Application Form.

~~1. Owner permission. If the applicant is not the property owner, then the property owner must be identified and the application must include an affidavit from the property owner, verifying that the property owner has given permission to the applicant for the submission of the sign permit application and for the installation/posting of the sign on the property owner's property.~~

~~2. Building Elevation/Site Plan. Signs proposed to be mounted on a building require a building elevation drawn to scale that specifies the location of the sign and drawings or photographs that show the scale of the sign in context with the building. Freestanding signs require a site plan indicating the proposed sign location as it relates to property lines, adjacent streets, and adjacent buildings.~~

~~3. Scaled Design Drawing. A colored rendering or scaled drawing is required, including dimensions of all sign faces, and descriptions of materials to be used, including color samples.~~

~~4. Scaled Installation Drawing. A scaled drawing is required that includes the sign description, proposed materials, size, weight, a manner of construction, and method of attachment, including all hardware necessary for proper sign installation.~~

~~5. Lighting. A drawing indicating the location and fixture type of all exterior lighting, if any, for the proposed sign is required. The drawing shall specify wattage and bulb type to ensure compatibility with the lighting standards in this chapter.~~

6. Expiration of Permit. A permanent sign approved under a permanent sign permit must be installed within 180 days of issuance of the permit or the sign permit will expire. No sign may be erected if a sign permit has expired.

18.52.100 Enforcement Violations.

~~A. A violation of LFPMC 18.52.080 shall be an infraction subject to a fine of \$100.00 a day or portion thereof.~~

~~A.B.~~ A violation of any ~~other~~ section of this chapter shall be a civil infraction subject to a fine of \$25.00 a day or portion thereof, and subject to code enforcement pursuant to Chapter 1.25 LFPMC.

Attachment 2- Chapter 18.52

SIGNAGE

Sections:

- 18.52.010 Purpose.
- 18.52.020 Definitions.
- 18.52.030 Illegal signs and removal.
- 18.52.040 Exemptions.
- 18.52.050 Signs in RM and RS zones.
- 18.52.060 Signs permitted in CC and BN zones.
- 18.52.070 Signs permitted in TC zones.
- 18.52.080 Signs in the public right-of-way.
- 18.52.090 Permit application and fees.
- 18.52.100 Violations.

18.52.010 Purpose.

The purpose of this chapter is to provide regulation of all signage in Lake Forest Park in order to promote and protect the public health, welfare and safety, to protect and promote property values, to protect and promote an aesthetically pleasing physical appearance of the city, to provide for more open space, to protect and promote an attractive business climate in the city and to provide uniformity of appearance in signage and in regulation of signage where appropriate. It is further intended to reduce sign and advertising obstructions and distractions that may contribute to traffic accidents, to reduce visual clutter and to curb the deterioration of natural beauty and community environment. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 773 § 3, 1999)

18.52.020 Definitions.*

For purposes of this chapter, the definitions of words and terms shall be as provided in this title, this chapter and as defined in the International Building Code, current edition, as adopted by the state of Washington.

- A. “Celebration displays” are temporary signs, banners, posters, fluttering devices, balloons, and pennants used solely for the purpose of announcing the opening of a new business, celebration of business anniversaries or announcing major sales. No balloon may exceed three cubic feet. No celebration shall commence prior to the start of the celebration. The notice shall specify the first and last days of the celebration.
- B. “Changing message signs” are signs in which a change of message is made by means of moving or digitally changing letters or numbers or combinations thereof, such as clocks and electronic signs indicating time, date and temperature. No messages other than date, time and/or temperature are permitted on changing message signs.
- C. “Construction signs” are nonilluminated signs which identify the architects, engineers, planners, contractors or other professional individuals or firms involved with a construction or remodel project or which announce the character or purpose of a project but which do not advertise any product.
- D. “Freestanding sign” means a sign standing directly on the ground or having one or more supports standing directly on the ground, and being detached from any building or fence.
- E. “Incidental signs” are signs of a noncommercial nature, without advertising, intended primarily for the convenience of the public, that do not exceed a maximum area of two square feet. Incidental signs include:
 - 1. Nonflashing signs designating street addresses, restrooms, hours of operation, entrances and exits to buildings and parking lots, help wanted signs, bus stop and bus route signs, public telephones and the like;
 - 2. Property control signs such as “no trespassing” signs, “no soliciting” signs, towing signs, “no dumping” signs and the like;
 - 3. Plaques, tablets or inscriptions of an historical character which are an integral part of a building or are attached flat to the face of a building, walkway or street;

4. Newspaper boxes attached to mailbox posts which include the name of the newspaper; and
5. Temporary signs in RM and RS zones identifying noncommercial events such as private picnics, birthdays and the like.

A maximum of two incidental signs per business can include the names and/or logo of the business. Political signs and commercial signs such as yard sale signs, real estate signs and the like are subject to the specific provisions of this chapter relating to them.

F. "Land use notice action signs" are signs notifying the public of proposed site alterations and which are required to be posted.

G. "Noncommercial identity signs" are signs which identify the city, parks, public utility or service districts, places of worship, schools, community recreational clubs and areas and residential communities within the city or provide public service, location or educational information. Identity signs may not be directly illuminated but may have indirect illumination on them. A noncommercial identity sign may not exceed 32 square feet per side or have balloons, flags, festoons, pennants or the like attached. Such signs must be placed upon the property which they identify except as provided in LFPMC 18.52.040(A).

H. "Off-premises signs" are any sign, such as a billboard, which displays a message which is not incidental to the current use of the property on which it is located.

I. "Open house signs" are signs of an A-frame or sandwich-type construction, which may include a real estate company's name and logo and the words "open house" and having a directional symbol, not exceeding six square feet in size.

J. "Political signs" are signs which advertise or promote a political candidate(s) for public elective office, promote a political party, or promote a position on a public issue or ballot issue. A sign which advertises or promotes a negative position of a political candidate, political party or public issue or ballot issue is a political sign.

K. "Real estate signs" are temporary signs not to exceed six square feet per side, which may be one- or two-sided, advertising the real estate upon which it is located, or a portion thereof, for sale, lease or rent.

L. "Sandwich board signs" are advertising signs constructed of two boards or other flat-surfaced materials hinged or otherwise connected at one end (i.e., A-frame) which may not exceed 12 square feet per side. Balloons, flags, festoons, pennants, and the like may not be attached to any sandwich board sign. Sandwich board signs must be placed on the ground; they cannot be elevated or suspended above the ground.

M. "Seasonal signs" means reasonable seasonal decorations of a noncommercial nature within an appropriate holiday season or during a festival as long as such seasonal signs are removed promptly at the end of the holiday season or festival.

N. "Sign area" for letters or symbols painted or mounted directly on walls and awnings shall be calculated by measuring the smallest single rectangle which will enclose the combined letters and symbols. Sign area for freestanding signs and signs contained entirely within a cabinet and mounted on a wall, roof or monument shall be calculated by measuring the entire area of the cabinet. When calculating sign square footage, the measurement of a sign's dimension shall be only with respect to its physical dimensions and not include the distance it hangs from the ground or the size of its supports.

O. "Sign height" means the vertical distance, from the average level of the undisturbed soil at the base of the sign, measured to the highest point of the sign.

P. "Signs" are any visible communication device, structure or fixture, stationary or mobile, including supporting and component parts, which are visible from any right-of-way, using graphics, letters, figures, symbols, trademarks, pennants, moving or fluttering devices, including balloons, or written copy. Painted wall designs or patterns which do not represent a product, commodity, service or registered trademark, and which do not identify the user, are not signs. Official notices and informational materials erected and maintained in the discharge of a governmental function are not considered signs for the purposes of this chapter. When calculating sign square footage, the

measurement of a sign's dimension shall be only with respect to its physical dimensions and not include the distance it hangs from the ground or the size of its supports.

Q. "Special event signs" are signs advertising the occurrence of a community event such as a school bazaar, fundraising car wash, community picnic, etc. There are no size limitations on special event signs. Yard sale signs are not special event signs.

R. "Street light banner" is a sign that is made of nonrigid material secured in a rigid frame on all four corners which is placed upon or attached to a street light pole or utility pole in a manner that does not create a traffic or other safety hazard.

S. "Yard sale signs" are any signs which may not exceed six square feet on each of two sides of a temporary nature advertising a garage or yard sale of personal belongings. Home occupations permitted by this title may not utilize yard sale signs to advertise, promote or sell their goods or services. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 810 § 1, 2000; Ord. 773 § 3, 1999)

*Code reviser's note: Section 2 of Ord. 935 provides as follows: "Sections 18.52.020(R), 18.52.070(K) and 18.52.070(L) shall be repealed effective midnight, December 31, 2007."

18.52.030 Illegal signs and removal.

Any sign not expressly provided for in this chapter shall be illegal. All illegal signs must be removed by the person placing them or by the person, business or entity benefited by the illegal sign. However, the city of Lake Forest Park may remove any illegal sign within its jurisdiction. Signs so removed may be released to the sign owner or other responsible person upon payment of a \$25.00 removal fee. Removed signs which are unclaimed after 30 days may be destroyed by the city. Removal of an illegal sign by the city does not relieve the person responsible for paying accrued fines therefor. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 773 § 3, 1999)

18.52.040 Exemptions.

The following signs are, except as set forth in LFPMC 18.52.050, and except for signs in the right-of-way, exempt from regulation:

A. Incidental signs and noncommercial identity signs; provided, that noncommercial identity signs which identify the city or its public parks may be placed in the public right-of-way.

B. Political signs in all zones except public rights-of-way; provided, that all political signs must be removed within five days of the election in which the political candidate or public issue or ballot issue is decided; and provided further, that political signs advertising or promoting a political party must be removed within five days after each general election.

C. Seasonal signs.

D. Construction signs; provided, that there may not be more than one construction sign on each public right-of-way upon which the project fronts and not more than two construction signs in total; and provided further, that no construction sign shall exceed 12 square feet in area per side and not more than six feet in height. All construction signs must be removed within one day of initial occupancy or one day of completion of the project; whichever is the last to occur.

E. Land use action notice signs.

F. Exterior and interior signs or displays not intended to be visible from streets or public rights-of-way, signs in the interior of a building not facing a window, window displays and point of purchase advertising displays such as vending machines.

G. Sculptures, fountains, benches, lighting, mosaics, landscaping and other street furniture which do not incorporate advertising or identification.

H. Poles erected for the purpose of displaying patriotic flags and such flags.

I. Real estate and open house signs on private property; provided, that there may not be more than one real estate sign and one open house sign on each public right-of-way upon which the property fronts and not more than two real estate signs and two open house signs on such property in total; and provided further, that no real estate sign or open house sign shall exceed six square feet in area per side and not more than six feet in height in RM and RS zones and 16 square feet in area per side and not more than six feet in height in CC, BN and TC zones; and provided further, that all real estate signs must be removed within five days of the property being closed, leased or rented, as the case may be, and all open house signs must be removed by 7:00 p.m. of the last day that the property is being shown.

J. Traffic and pedestrian signs and signals, signs required by law, street and governmental directional signs, official public notices and governmental flags. Other than as set forth, signs of governmental agencies and facilities, including the city of Lake Forest Park, shall comply with this chapter.

K. Service, fraternal, religious and similar organizations located in the city may erect signs at their cost at the entrances to the city as follows: there shall be one standard jointly shared by all such subject organizations no higher than 10 feet that shall carry all the signs for each subject organization at each principal arterial entrance, and each subject organization's sign, emblem or symbol shall be no more than two square feet per side in sign area. Placement of such standards must be approved in advance by the city's engineer and by the planning director. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 810 § 2, 2000; Ord. 773 § 3, 1999)

18.52.050 Signs in RM and RS zones.

A. All residences shall display the postal address of that property. The display may be lighted but not flashing and shall be clearly visible from the public right-of-way. If the display is to be placed upon the residence, the numbers must be no less than four inches in height and of a contrasting color to the residence.

B. Yard sale signs on private property; provided, that yard sale signs may only be erected one day prior to the first day of the sale and must be removed within 24 hours of the end of the last day of the sale; and provided further, that yard sale signs to be held on any property may not be posted for more than a total of six days per month.

C. No home occupation otherwise permitted by this title may erect or post any sign advertising or promoting that home occupation.

D. The following additional signs are permitted in RM zoned properties:

1. One sign, lighted or unlighted, nonflashing, on the outside wall of the main building, which shall be flat against the wall and have an area of not greater than 40 square feet.

2. A detached sign, lighted or unlighted, nonflashing, having an area not greater than 30 square feet per side and a sign height of not more than six feet on which both faces may be utilized. Such signs must be securely mounted on the ground on which they rest. On corner lots, one such sign may be placed facing each street.

E. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities and a single flag identifying the project or owner), and off-premises signs are prohibited; provided, that such fluttering signs are permitted on temporary incidental signs in RM and RS zones identifying noncommercial events such as private picnics, birthdays and the like.

F. Churches are permitted to attach readerboard signs to their outside walls and to place sandwichboard-type signs on their property on days of service.

G. For any zone, the city shall determine the square footage of a sign that is painted on or attached directly to a wall, roof, monument, or support column by its sign area as defined herein. Where a sign is limited to square feet, on one or both sides, square footage shall be determined by sign area. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 773 § 3, 1999)

18.52.060 Signs permitted in CC and BN zones.

A. In BN zones, two single-faced or one double-faced sign is permitted, not to exceed a total of 60 square feet per side, attached to the building wall and advertising the business conducted therein, or the goods and services available therein.

B. In the CC zone, for each street or parking lot on which a business fronts, a single-faced sign on the exterior wall, gable or awning fronting of that business is permitted. If the exterior sign is on the exterior wall, its size must be the lesser of: (1) 150 square feet per side; or (2) the greater of that amount in square footage which is a factor of eight tenths (0.8) of that business' linear street or parking lot frontage or 75 square feet per side; provided, that stand-alone buildings in the CC zone are entitled to signs of not more than 75 square feet per side irrespective of linear frontage; and provided further, that businesses which occupy in excess of 20,000 square feet of space may have a single exterior sign of not more than 250 square feet per side on each street or parking lot frontage. If the exterior sign is on a gable or awning, its size must be less than 40 square feet. Signage entitlements under the foregoing sentence for any frontage may not be counted for entitlement on any other frontage. Businesses that share space must share signage entitlements under this provision.

C. In both CC and BN zones, one freestanding, single-faced or one double-faced sign not exceeding 30 square feet in area per side and a sign height not exceeding 20 feet, securely fastened to the ground.

D. In both CC and BN zones, one changing message.

E. In both CC and BN zones, one sandwich board sign may be placed on the business' property advertising special sale commodities or services and displayed only when the advertised business is open for business.

F. In both CC and BN zones, signs of any kind in windows viewable from any public right-of-way may not cover more than 50 percent of the window area except for celebration displays.

G. For automobile service stations, a single freestanding fuel price and fuel brand identification sign, which may be lighted but nonflashing, securely anchored to the ground. Additional advertising of car wash services and other fuels sold may be added to the fuel price and fuel brand identification sign but no other message or device may be attached to the fuel price and fuel brand identification sign.

H. All signs permitted by this section shall be nonflashing, with no movement or simulated movement, except for changing message signs, and shall be located as not to produce glare on neighboring residential properties or interfere with traffic, traffic signals or traffic signs.

I. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities and a single flag identifying the project or owner) of a permanent nature are prohibited. However, in CC zones, celebration displays are permitted for periods of no more than 14 consecutive days and a total of four times a year. Celebration displays must be used at the site of the business and must be removed at the end of the event or 14-consecutive-day period, whichever is shorter.

J. Off-premises signs are prohibited. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 810 § 3, 2000; Ord. 773 § 3, 1999)

18.52.070 Signs permitted in TC zones.

The planned shopping center in the TC zone is a unique and visible community resource and structure. It is the city's desire that signs in the planned shopping center in the TC zone be aesthetically pleasing, architecturally cohesive with the planned shopping center in the TC zone and with signs of other tenants in the planned shopping center in the TC zone, of superior construction, safe for both pedestrian and vehicular traffic and commercially reasonable.

A. In the TC zone, for each street or parking lot on which a business fronts, a single-faced sign on the exterior wall, gable or awning fronting of that business is permitted. If the exterior sign is on the exterior wall, its size must be the less of (1) 150 square feet per side or (2) the greater of that amount in square footage which is a factor of eight tenths (0.8) of that business' linear street or parking lot frontage or 75 square feet per side; provided, that stand-alone buildings in the TC are entitled to signs of not more than 75 square feet per side irrespective of linear frontage; and provided further, that businesses which occupy in excess of 20,000 square feet of space may have a single exterior sign or not more than 250 square feet per side on each street or parking lot frontage. If the exterior sign is on a gable or awning, its size must be less than 40 square feet. Signage entitlements under the foregoing sentence for any frontage may not be counted for entitlement on any other frontage. Businesses that share space must share signage entitlements under this provision.

B. Each business in the TC zone may have nonilluminated projecting signs hanging from the soffits but each such sign must provide a minimum of seven feet of clearance from the underlying walkway to the bottom of the sign and no such sign may exceed five square feet per side.

C. Each business in the TC zone may have a nonilluminated awning on which may be placed signs for that business so long as the total area of those signs does not exceed 45 percent of the facing of the awning.

D. Signs of any kind in windows viewable from any public right-of-way may not cover more than 50 percent of the window area except for celebration displays.

E. A planned shopping center in the TC zone may display up to two freestanding ground signs, not in excess of 25 square feet in area per side, identifying the name of the shopping center but not the businesses located therein at Northeast 175th and Ballinger Way Northeast, plus one nonilluminated freestanding ground sign at or near Northeast 175th and Ballinger Way Northeast, not to exceed a sign height of 10 feet and 60 square feet in area per side identifying the businesses located therein, plus a single illuminated or nonilluminated freestanding sign at the main entrance off Bothell Way Northeast, not to exceed a sign height of 30 feet and not more than 300 square feet in area per side, which may include identities of one or more of the businesses located in the shopping center. Any nonilluminated sign permitted in this subsection may, notwithstanding the foregoing, be illuminated by one or more separate light(s) cast on it from the ground below. The ground signs shall be of a style, material and design as are compatible with the associated buildings. All ground signs and support elements are to be integrated into a single design.

F. Entrances to buildings in the planned shopping center in the TC zone may have readerboard signs placed on the walls adjacent to the entrance wall or support columns not to exceed 13.5 square feet identifying only the businesses in that building. Readerboard signs shall be limited to two per major public entrance.

G. For automobile service stations, a single freestanding fuel price and fuel brand identification sign, which may be lighted but nonflashing, securely anchored to the ground. Additional advertising of car wash services and other fuels sold may be added to the fuel price and fuel brand identification sign but no other message or device may be attached to the fuel price and fuel brand identification sign.

H. All signs permitted by this section shall be nonflashing, with no movement or simulated movement, except for changing message signs, and shall be located as not to produce glare on neighboring residential properties or interfere with traffic, traffic signals or traffic signs.

I. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities of a permanent nature) are prohibited. However, celebration displays are permitted for periods of no more than 14 consecutive days and a total of four times a year. Celebration displays must be used at the site of the shopping center and must be removed at the end of the event or 14-consecutive-day period, whichever is shorter.

J. Off-premises signs are prohibited.

K. Temporary sandwich board signs relating to a farmer's market may be permitted for a period not to exceed the operation of the farmer's market, subject to the following requirements:

1. Signs shall only be displayed during the hours the farmer's market is open to the general public, but in any event no earlier than 8:00 a.m. or later than 7:00 p.m. on the day of the market;
2. A maximum of two signs are allowed at each vehicular entrance of the town center zone, not to exceed a total of seven; and one sign is allowed at the pedestrian entrance at the perimeter of the parking lot adjacent to Bothell Way Northeast and Ballinger Way Northeast;
3. Signs shall not be directly or indirectly illuminated;
4. Signs may not block sidewalks or driveways, impede pedestrian or vehicular traffic, or create a hazard to traffic, such as, but not limited to, impeding visibility of oncoming traffic.

L. Streetlight banners may be permitted upon the private light poles within the town center zone. Such streetlight banners may not be used to advertise individual businesses, but may be used year- round to highlight seasonal events such a farmer’s market, holiday seasons or other special events within the town center zone subject to compliance with the following requirements:

1. Banners may be mounted on a total of 25 streetlight poles;
2. Two banners may be mounted on each pole and each banner must not exceed the dimensions of two feet by four feet;
3. All banners must be the same size, thematically consistent, and mounted in identical configurations;
4. Banners shall be installed with the bottom of the banner a minimum of 10 feet above the ground;
5. A banner permit may remain valid as long as the locations and the specifications of the banners and the mounting systems do not change, and so long as the banners are maintained in good condition;
6. Application requirements for a banner permit include:
 - a. Information on the design and construction of the mounting system including any engineering calculations demonstrating the mounting system will support the banner;
 - b. Identification of the location of the private light poles on which the banners will be placed; and
 - c. A schedule that indicates when banners will be installed and changed, which gives preference to farmers’ market banners during the farmers’ market season. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 810 § 4, 2000; Ord. 773 § 3, 1999)

18.52.080 Signs in the public right-of-way.

A. The following signs are permitted in the public right-of-way in Lake Forest Park upon making application for a permit to the planning director; provided, that no sign in a public right-of-way shall create a traffic or other safety hazard; and upon the following conditions:

1. Special Event Signs. A maximum of four special event signs may be posted for a maximum of seven days prior to the event’s commencement and upon such other conditions as may be imposed by the planning director. Special event signs must be removed within 24 hours of the termination of the special event.

B. The following signs are permitted in the public right-of-way in Lake Forest Park without a permit being required:

1. Yard Sale Signs. A maximum of two yard sale signs may be posted for a maximum of two days prior to the event’s commencement and upon such other conditions as may be imposed by the planning director. Yard sale signs shall be removed within 24 hours of the termination of the yard sale.
2. Real Estate Open House Signs. A maximum of four open house signs per property advertised for a period not to exceed two consecutive days in a calendar month. Such open house signs shall be placed at least three feet from the traveled portion of the right-of-way, shall not be placed on an island, median strip or sidewalk, and shall not create a hazard to traffic. Open house signs shall be permitted to be in place only between the hours of 8:00 a.m. and 7:00 p.m.
3. Political Signs. Political signs; provided, that all political signs must be removed within five days of the election in which the political candidate or public issue or ballot issue is decided.
4. Churches may place sandwich-type signs concerning their service on sidewalks on the days of their service.

C. Signs shall not be located in the right-of-way or placed upon or in any way attached to any street or traffic control sign or utility pole in such a manner as to create a traffic or other safety hazard.

D. Signs are not permitted on city-owned property or property leased by the city for public purposes without the permission of the city. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 916, 2004; Ord. 905 § 1, 2004; Ord. 877 § 1, 2002; Ord. 810 § 5, 2000; Ord. 773 § 3, 1999)

18.52.090 Permit application and fees.

All applications for issuance of permits required by this chapter shall be made to the planning director on forms furnished for that purpose and shall be accompanied by the required fee. The applicable fee shall be as provided in the city's fee schedule. The application shall include the applicant's full name, address, signature, location of the signs, types of goods proposed to be sold if applicable, duration of sale if applicable, together with such other information as the planning director deems appropriate. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 773 § 3, 1999)

18.52.100 Violations.

A. A violation of LFPMC 18.52.080 shall be an infraction subject to a fine of \$100.00 a day or portion thereof.

B. A violation of any other section of this chapter shall be an infraction subject to a fine of \$25.00 a day or portion thereof. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005)

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING CHAPTER 18.52 OF THE LAKE FOREST PARK MUNICIPAL CODE, SIGNAGE, TO BRING THE SIGN CODE INTO COMPLIANCE WITH RECENT LEGAL DECISIONS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Forest Park (“City”) has enacted sign regulations in order to promote and protect the public health, welfare and safety; to protect and promote property values; to protect and promote an aesthetically pleasing physical appearance of the City; to provide for more open space; to protect and promote an attractive business climate in the City; to provide uniformity of appearance in signage where appropriate; to reduce sign and advertising obstructions and distractions that may contribute to traffic accidents; to reduce visual clutter; and to curb the deterioration of natural beauty and community environment; and

WHEREAS, the U.S. Supreme Court in the 2015 decision *Reed v. Gilbert* held that a local government’s sign code that treats various categories of signs differently based on the information they convey violates the First Amendment of the U.S. Constitution; and

WHEREAS, the Court’s decision in *Reed* as well as subsequent lower courts’ interpretations of the decision have prompted most local governments to review their sign codes and amend content-based regulations in their sign codes; and

WHEREAS, staff and the Planning Commission reviewed the City’s existing sign regulations in Chapter 18.52 of the Lake Forest Park Municipal Code (LFPMC) to identify how best to respond to *Reed* and lower court decisions; and

WHEREAS, the Planning Commission received input from the community and held public meetings to consider possible amendments to Chapter 18.52 LFPMC on _____ of 2022; and

WHEREAS, an Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act, Chapter 43.21C RCW, pursuant to Chapter 197-11 WAC, and a Determination of Non-Significance (“DNS”) was issued on _____, 2024; and

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

intent to adopt the proposed amendments on _____, and received notice that the Department had granted expedited review on _____; and

WHEREAS, the City Council held public meetings to review amendments to Chapter 18.52 LFPMC on _____, 2023, and _____, 2024; and

WHEREAS, the City Council held a public hearing on _____, 2024, regarding the proposed ordinance.

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 18.52.020 LFPMC, Definitions, as follows:

18.52.020 Definitions.

For purposes of this chapter, the definitions of words and terms shall be as provided in this title, this chapter and as defined in the International Building Code, current edition, as adopted by the state of Washington.

~~A. "Celebration displays" are temporary signs, banners, posters, fluttering devices, balloons, and pennants used solely for the purpose of announcing the opening of a new business, celebration of business anniversaries or announcing major sales. No balloon may exceed three cubic feet. No celebration shall commence prior to the start of the celebration. The notice shall specify the first and last days of the celebration.~~

~~A.B. "Animated sign" means any sign, or any portion of the sign, affected by the movement of air or other atmospheric or mechanical means, or that uses natural or artificial changes of lighting, to depict action or create a special effect or scene. Animated signs include, but are not limited to, flashing signs, inflatable signs, rotating signs, pennants, streamers, balloons, searchlights, spinners, and propellers.~~

~~B. "Awning or canopy sign" means a nonelectric sign that is printed on, painted on, or attached to the vertical surface or flap of an awning or canopy.~~

~~C. "Banner" means a sign composed of flexible material, such as fabric, pliable plastic, or other similar nonrigid material, with no enclosing framework or electrical components and that is supported or anchored on two or more edges or at all four corners, or along either one edge or two corners with weights installed that reduce the reaction of the sign to wind.~~

~~D.B. "Changing message signs" are signs in which a change of message is made by means of moving or digitally changing monochromatic letters, or numbers, or a combinations thereof. Moving or digitally changing the letters or numbers does not make the sign an "animated sign", such as clocks and electronic signs indicating time, date and temperature. No messages other than date, time and/or temperature are permitted on changing message signs.~~

~~E.G.~~ "Construction signs" are nonilluminated signs which identify the architects, engineers, planners, contractors or other professional individuals or firms involved with a construction or remodel project or which announce the character or purpose of a project but which do not advertise any product.

~~F.~~ "Copy" means the graphic content of a sign surface, including, but not limited to, graphics, letters, numbers, figures, symbols, and trademarks.

~~G.~~ "Exterior signs" means a wall sign, an awning sign or marquee sign, all of which have copy showing on only one side of the sign.

~~H.~~ "Electronic video signs" are signs that contain electronic video displays similar to or otherwise depicting a television screen.

~~I.D.~~ "Freestanding sign" means a sign standing directly on the ground or having one or more supports standing directly on the ground, and being detached from any building or fence.

~~J.~~ "Illuminated sign" means a sign with an artificial light source incorporated internally or externally for illuminating the sign.

~~E.~~ "Incidental signs" are signs of a noncommercial nature, without advertising, intended primarily for the convenience of the public, that do not exceed a maximum area of two square feet. Incidental signs include:

- ~~1. Nonflashing signs designating street addresses, restrooms, hours of operation, entrances and exits to buildings and parking lots, help wanted signs, bus stop and bus route signs, public telephones and the like;~~
- ~~2. Property control signs such as "no trespassing" signs, "no soliciting" signs, towing signs, "no dumping" signs and the like;~~
- ~~3. Plaques, tablets or inscriptions of an historical character which are an integral part of a building or are attached flat to the face of a building, walkway or street;~~
- ~~4. Newspaper boxes attached to mailbox posts which include the name of the newspaper; and~~
- ~~5. Temporary signs in RM and RS zones identifying noncommercial events such as private picnics, birthdays and the like.~~

~~A maximum of two incidental signs per business can include the names and/or logo of the business. Political signs and commercial signs such as yard sale signs, real estate signs and the like are subject to the specific provisions of this chapter relating to them.~~

~~K.F.~~ "Land use notice action signs" are signs notifying the public of proposed site alterations and which are required to be posted.

L. "Lawn sign" means a freestanding sign made of lightweight materials such as cardboard or vinyl that is supported by a frame, pole, or other support structure placed directly in the ground without foundation or other anchors.

M. "Marquee sign" means any sign attached to or supported by a marquee, which is a permanent roof-like projecting structure attached to a building.

N. "Monument sign" means a freestanding sign having the appearance of a solid base that is 100 percent or greater of the sign face width, made of landscape construction materials such as brick, stucco, stonework, textured wood, tile, or textured concrete, which are harmonious with the materials of the primary structure on the subject property.

~~G. "Noncommercial identity signs" are signs which identify the city, parks, public utility or service districts, places of worship, schools, community recreational clubs and areas and residential communities within the city or provide public service, location or educational information. Identity signs may not be directly illuminated but may have indirect illumination on them. A noncommercial identity sign may not exceed 32 square feet per side or have balloons, flags, festoons, pennants or the like attached. Such signs must be placed upon the property which they identify except as provided in LFPMC 18.52.040(A).~~

O,H. "Off-premises signs" are any permanent sign, such as a billboard, pedestal, pole, monument, or marquee sign which displays a message which is not incidental to the current use of the property on which it is located.

~~I. "Open house signs" are signs of an A-frame or sandwich-type construction, which may include a real estate company's name and logo and the words "open house" and having a directional symbol, not exceeding six square feet in size.~~

P. "Pedestal sign" means freestanding signs supported permanently upon the ground by one or more solid bases, which base or bases shall be of a width equal to or greater than 50 percent of the sign width.

Q. "Pole or pylon signs" means freestanding signs supported permanently upon the ground by one or more solid bases, which base or bases are less than 50 percent of the sign width.

~~J. "Political signs" are signs which advertise or promote a political candidate(s) for public elective office, promote a political party, or promote a position on a public issue or ballot issue. A sign which advertises or promotes a negative position of a political candidate, political party or public issue or ballot issue is a political sign.~~

~~K. "Real estate signs" are temporary signs not to exceed six square feet per side, which may be one or two-sided, advertising the real estate upon which it is located, or a portion thereof, for sale, lease or rent.~~

R. "Right-of-way" means land owned, dedicated, or conveyed to the public and used primarily for the movement of vehicles, wheelchair, and pedestrian traffic, and land

privately owned and used primarily for the movement of vehicles, wheelchair, and pedestrian traffic, so long as such privately owned land has been constructed in compliance with all applicable laws and standards for a public right-of-way.

S.L. “Sandwich board signs” are temporary advertising signs constructed of two boards or other flat-surfaced materials hinged or otherwise connected at one end (i.e., A-frame) which may not exceed six (6) 12 square feet per side and may not exceed four feet in height. Balloons, flags, festoons, pennants, and the like may not be attached to any sandwich board sign. Sandwich board signs must be placed on the ground; they cannot be elevated or suspended above the ground.

~~M. “Seasonal signs” means reasonable seasonal decorations of a noncommercial nature within an appropriate holiday season or during a festival as long as such seasonal signs are removed promptly at the end of the holiday season or festival.~~

T.N. “Sign area” means the entire area of a sign on which copy is placed, excluding the sign’s structure, architectural embellishments, and framework. Sign area is calculated by measuring the perimeter enclosing the extreme limits of the sign face containing copy; provided however, for letters or symbols painted or mounted directly on walls and awnings, sign area shall be calculated by measuring the smallest single rectangle which will enclose the combined letters and symbols. If a design or pattern is combined with a sign, only that part of the design or pattern which cannot be distinguished from the sign will be considered as part of the sign area. Sign area for freestanding signs and signs contained entirely within a cabinet and mounted on a wall, roof or monument shall be calculated by measuring the entire area of the cabinet. When calculating sign square footage, the measurement of a sign’s dimension shall be only with respect to its physical dimensions and not include the distance it hangs from the ground or the size of its supports.

U.O. “Sign height” means the vertical distance, from the average level of the undisturbed soil at the base of the sign, measured to the highest point of the sign.

V.P. “Signs” are any visible communication device, structure or fixture, stationary or mobile, including supporting and component parts, designed to announce, declare, demonstrate, display, or otherwise identify, advertise, or attract the attention of the public which are visible from any right-of-way, using graphics, letters, figures, symbols, trademarks, pennants, moving or fluttering devices, including balloons, or written copy. Flags, painted wall designs, or patterns which do not represent a product, commodity, service or registered trademark, and which do not identify the user, are not signs. Official notices and informational materials erected and maintained in the discharge of a governmental function are not considered signs for the purposes of this chapter. ~~When calculating sign square footage, the measurement of a sign’s dimension shall be only with respect to its physical dimensions and not include the distance it hangs from the ground or the size of its supports. A memorial plaque or tablet, or cornerstones indicating the name of a building and date of construction, when cut or carved into any masonry surface or when made of bronze or other incombustible material and made an integral part of the building or structure are not considered signs for purposes of this chapter.~~

~~Q. "Special event signs" are signs advertising the occurrence of a community event such as a school bazaar, fundraising car wash, community picnic, etc. There are no size limitations on special event signs. Yard sale signs are not special event signs.~~

~~W.R. "Street light banner" is a sign that is made of nonrigid material secured in a rigid frame on all four corners which is placed upon or attached to a street light pole or utility pole in a manner that does not create a traffic or other safety hazard.~~

~~X. "Temporary signs" means a sign that is not permanently affixed and that is designed for or capable of being moved, except those signs explicitly designed for people to carry on their persons or that are permanently affixed to motor vehicles. Temporary signs include, but are not limited to, sandwich board signs, lawn signs, and similar signs.~~

~~Y. "Wall sign" means a sign applied with paint or similar substance on the surface of a wall, a sign attached essentially parallel to and extending not more than 12 inches from the wall of a building, or a sign attached to a roof gable of a building.~~

~~S. "Yard sale signs" are any signs which may not exceed six square feet on each of two sides of a temporary nature advertising a garage or yard sale of personal belongings. Home occupations permitted by this title may not utilize yard sale signs to advertise, promote or sell their goods or services.~~

~~Z. "Window signs" mean all signs located inside and affixed to a window and intended to be viewed from the exterior of the structure.~~

Section 2. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 18.52.030 LFPMC, Illegal signs and removal, as follows:

18.52.030 ~~Prohibited illegal~~ signs and removal.

~~A. General prohibition. Any sign not expressly provided for in this chapter shall be prohibited illegal. All prohibited illegal signs must be removed by the person or entity placing them or by the person, business or entity benefited by the prohibited illegal sign. Said persons or entities are also subject to enforcement proceedings under LFPMC 18.52.100. However, The city of Lake Forest Park may remove any prohibited illegal sign within the right of way its jurisdiction. Signs so removed may be released to the sign owner or other responsible person upon payment of a \$25.00 removal fee. Removed signs which are unclaimed after 30 days may be destroyed by the city. Removal of an prohibited illegal sign by the city does not relieve the person responsible for paying accrued fines under LFPMC 18.52.100. therefor.~~

Commented [KA1]: Discussion by Council re renters displaying signs. This reference to "owner" would not affect renters.

~~B. Specific prohibitions. Unless otherwise provided for in this chapter, no person shall erect, alter, maintain, or relocate any of the following signs in the City:~~

- ~~1. Any animated sign as defined in LFPMC 18.52.020.~~
- ~~2. Any electronic video signs as defined in LFPMC 18.52.020.~~

- 3. Any signs that emit smoke, visible particles, odors, and/or sound, except that sound from speakers in signs on the premises of a drive-through facility shall be allowed.
- 4. Any sign that is dangerous or confusing to motorists and pedestrians, including any sign that by its color, wording, design, location, or illumination resembles or conflicts with any official traffic control device or that otherwise impedes the safe and efficient flow of traffic.
- 5. No sign may impede free ingress and egress from any sidewalk, pedestrian walkway, door, window, or exit way required by building and fire regulations.
- 6. Portable signs on wheels (trailer signs) and outdoor electric portable signs.
- 7. Signs within public property, public easements or structures, including, but not limited to, medians, roundabouts, sidewalks, utility poles and cabinets, street light poles, traffic poles and signals, and street trees, except as allowed pursuant to LFPMC 18.52.080.
- 8. Signs placed on or painted on a motor vehicle or trailer parked with the primary purpose of serving as a sign not otherwise allowed by this chapter.
- 9. Signs erected, constructed, or structurally altered that are required to have a permit for such action and that were erected, constructed, or altered without obtaining a permit for such action.
- 10. Off-premises signs.

Section 3. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 18.52.040 LFPMC, Exemptions, as follows:

18.52.040 Exemptions from permitting.

A. The following signs and sign related activities are exempt from obtaining a permit pursuant to LFPMC 18.52.090, except as set forth in LFPMC 18.52.050, and except for signs in the right-of-way, exempt from regulation:

- 1. Changes to the copy of changeable message signs, provided such changes do not change the material or appearance of the sign as originally permitted by the city.
- 2. The normal repair and maintenance of conforming or legal nonconforming signs.
- 3. Temporary signs with a sign area no greater than three square feet in area per side and no more than four feet in height that remain on the premises for less than 90 days in a one-year period.
- 4. Any sign on a vehicle, unless such vehicle sign is prohibited pursuant to LFPMC 18.52.030.

~~A. Incidental signs and noncommercial identity signs; provided, that noncommercial identity signs which identify the city or its public parks may be placed in the public right-of-way.~~

~~B. Political signs in all zones except public rights of way; provided, that all political signs must be removed within five days of the election in which the political candidate or public issue or ballot issue is decided; and provided further, that political signs advertising or promoting a political party must be removed within five days after each general election.~~

~~C. Seasonal signs.~~

~~D. Construction signs; provided, that there may not be more than one construction sign on each public right-of-way upon which the project fronts and not more than two construction signs in total; and provided further, that no construction sign shall exceed 12 square feet in area per side and not more than six feet in height. All construction signs must be removed within one day of initial occupancy or one day of completion of the project; whichever is the last to occur.~~

~~E. Land use action notice signs.~~

~~F. Exterior and interior signs or displays not intended to be visible from streets or public rights-of-way, signs in the interior of a building not facing a window, window displays and point of purchase advertising displays such as vending machines.~~

~~G. Sculptures, fountains, benches, lighting, mosaics, landscaping and other street furniture which do not incorporate advertising or identification.~~

~~H. Poles erected for the purpose of displaying patriotic flags and such flags.~~

~~I. Real estate and open house signs on private property; provided, that there may not be more than one real estate sign and one open house sign on each public right-of-way upon which the property fronts and not more than two real estate signs and two open house signs on such property in total; and provided further, that no real estate sign or open house sign shall exceed six square feet in area per side and not more than six feet in height in RM and RS zones and 16 square feet in area per side and not more than six feet in height in CC, BN and TC zones; and provided further, that all real estate signs must be removed within five days of the property being closed, leased or rented, as the case may be, and all open house signs must be removed by 7:00 p.m. of the last day that the property is being shown.~~

~~J. Traffic and pedestrian signs and signals, signs required by law, street and governmental directional signs, official public notices and governmental flags. Other than as set forth, signs of governmental agencies and facilities, including the city of Lake Forest Park, shall comply with this chapter.~~

~~K. Service, fraternal, religious and similar organizations located in the city may erect signs at their cost at the entrances to the city as follows: there shall be one standard jointly shared by all such subject organizations no higher than 10 feet that shall carry all~~

~~the signs for each subject organization at each principal arterial entrance, and each subject organization's sign, emblem or symbol shall be no more than two square feet per side in sign area. Placement of such standards must be approved in advance by the city's engineer and by the planning director.~~

Section 4. ADDITION. The City Council of the City of Lake Forest Park hereby add section 18.52.045 LFPMP, Temporary signs, as follows:

18.52.045 Temporary signs.

The following provisions apply to all temporary signs displayed within the City, unless otherwise provided in this chapter:

A. Temporary signs must be placed totally within the site/property pursuant to the requirements of this chapter, except when allowed to be placed within the right-of-way under LFPMP 18.52.080.

B. Temporary signs may be made of any durable material, provided that the temporary sign otherwise conforms to the requirements of this chapter. A temporary sign may be of rigid or nonrigid construction.

C. Except as otherwise provided for in this chapter, temporary signs are prohibited from being in the following places:

1. On a roof of a building or structure.
2. On fences.
3. Any location so as to physically obstruct any door or exit from a building.
4. Any location so as to be hazardous to a motorist's or pedestrian's ingress and egress from buildings or parking areas.
5. In the sight-distance triangle, or in any other area which may obstruct the vision of motorists to create a safety hazard.

D. Temporary signs shall not be illuminated signs directly or indirectly illuminated.

E. Temporary signs driven into the ground shall be clear of tree roots, irrigation lines and other underground structures that could be damaged.

F. Signs pertaining to an event, occasion, or similar occurrence with a beginning and/or ending date shall be removed within ten (10) calendar days after the ending date.

Or

F. Signs pertaining to an event, occasion, or similar occurrence with a beginning and/or final end date shall be removed within ten (10) calendar days after the final end date.

Commented [KA2]: Deletion for Council consideration given discussion at 6/13 meeting.

Commented [KA3]: Edit for Council consideration given discussion at 6/13 meeting. Edit incorporates definition of illuminated signs (sign with artificial light source incorporated internally or externally for illuminating the sign).

Commented [KA4]: A ten day deadline is supported by the City's police powers to protect traffic safety and aesthetics.

Commented [KA5]: Revised language for Council consideration given discussion at 6/13 Council meeting. Subsection F could also be deleted from the 18.52.045 and added to 18.52.080 so it would only apply to signs in the ROW.

Section 5. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 18.52.050 LFPMP, Signs in RM and RS zones, as follows:

18.52.050 Signs in RM and RS zones.

In all Residential-multifamily and Residential single-family zones, the following sign regulations apply.

A. All residences shall display the postal address of that property. The display may be lighted but not flashing and shall be clearly visible from the public right-of-way. If the display is to be placed upon the residence, the numbers must be no less than four inches in height and of a contrasting color to the residence.

B. Temporary signs are allowed that meet the following criteria:

1. Signs no greater than three (3) square feet in area per side and no more than four (4) feet in height may remain on the premises indefinitely; there may be no more than five (5) such signs displayed on the premises at one time.

2. Signs larger than allowed in the preceding paragraph, but no greater than six (6) square feet in area per side and not more than four (4) feet in height may remain displayed on the premises for no more than thirty (30) calendar days in any (1) one-year period; and there may be no more than (1) one sign of this size on the premises at any one time.

~~B. Yard sale signs on private property; provided, that yard sale signs may only be erected one day prior to the first day of the sale and must be removed within 24 hours of the end of the last day of the sale; and provided further, that yard sale signs to be held on any property may not be posted for more than a total of six days per month.~~

C. No home occupation otherwise permitted by this title may erect or post any sign advertising or promoting that home occupation.

D. The following additional signs are permitted in the RM and RS zoned properties zones for nonresidential uses:

1. One exterior sign, lighted or unlighted, ~~nonflashing~~, on the ~~outside wall of the main building, which shall be flat against the wall and~~ have an area of not greater than forty (40) square feet.

2. ~~One A-monument, pole, or pedestal detached~~ sign, lighted or unlighted, ~~nonflashing~~, having an area not greater than thirty (30) square feet per side and a sign height of not more than six (6) feet on which both faces may be utilized. Such signs must be securely mounted on the ground on which they rest. On corner lots, one such sign may be placed facing each street.

3. One changing message sign that is included within one sign allowed by subsection D.1 or D.2 above.

Commented [KA6]: Discussion by Council re renters being able to display signs. 18.52.050 makes no distinction between renters and owners of residential property.

~~E. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities and a single flag identifying the project or owner), and off-premises signs are prohibited; provided, that such fluttering signs are permitted on temporary incidental signs in RM and RS zones identifying noncommercial events such as private picnics, birthdays and the like.~~

~~F. Churches are permitted to attach readerboard signs to their outside walls and to place sandwichboard type signs on their property on days of service.~~

~~G. For any zone, the city shall determine the square footage of a sign that is painted on or attached directly to a wall, roof, monument, or support column by its sign area as defined herein. Where a sign is limited to square feet, on one or both sides, square footage shall be determined by sign area.~~

Section 6. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 18.52.060 LFPMC, Signs permitted in CC and BN zones, as follows:

18.52.060 Signs permitted in CC and BN zones.

In Neighborhood Business (BN) and Corridor Commercial (CC) zones, the following sign regulations apply.

A. In BN zones, two ~~single-faced or one double-faced exterior~~ signs ~~are is~~ permitted, not to exceed a total of sixty (60) square feet per ~~sign, side, attached to the building wall and advertising the business conducted therein, or the goods and services available therein.~~

B. In the CC zone, for each street or parking lot on which a business fronts, one exterior a single-faced sign ~~on the exterior wall, gable or awning fronting of for~~ that business is permitted. If the exterior sign is on the exterior wall, its size must be the lesser of: (1) 150 square feet per side; or (2) the greater of that amount in square footage which is a factor of eight tenths (0.8) of that business' linear street or parking lot frontage or 75 square feet per side; provided, that stand-alone buildings in the CC zone are entitled to signs of not more than 75 square feet per side irrespective of linear frontage; and provided further, that businesses which occupy in excess of 20,000 square feet of space may have a single exterior sign of not more than 250 square feet per side on each street or parking lot frontage. If the exterior sign is on a gable or awning, its size must be less than 40 square feet. Signage entitlements under the foregoing sentence for any frontage may not be counted for entitlement on any other frontage. Businesses that share space must share signage entitlements under this provision.

C. In both CC and BN zones, one monument sign, pole sign or pedestal sign freestanding, single-faced or one double-faced sign not exceeding thirty (30) square feet in area per side and a sign height not exceeding twenty (20) feet ~~is permitted; securely fastened to the ground.~~

D. In both CC and BN zones, one changing message ~~sign is permitted that is included within one sign allowed by subsections A. and C. above.~~

E. In both CC and BN zones, ~~one temporary sandwich board signs~~ may be placed on the business' property ~~that meet the following criteria: advertising special sale commodities or services and displayed only when the advertised business is open for business.~~

- ~~1. Size shall not exceed six square feet in area per side and not more than four feet in height;~~
- ~~2. Signs shall remain displayed on the premises for no more than 60 calendar days in a one-year period; and~~
- ~~3. No more than two such signs shall be displayed on the premises at any one time.~~

F. In both CC and BN zones, signs of any kind in windows viewable from any public right-of-way may not cover more than 50 percent of the window area ~~except for celebration displays.~~

~~G. For automobile service stations, a single freestanding fuel price and fuel brand identification sign, which may be lighted but nonflashing, securely anchored to the ground. Additional advertising of car wash services and other fuels sold may be added to the fuel price and fuel brand identification sign but no other message or device may be attached to the fuel price and fuel brand identification sign.~~

~~G.H.~~ All signs permitted by this section shall ~~be nonflashing, with no movement or simulated movement, except for changing message signs, and shall be located as not to produce glare on neighboring residential properties or interfere with traffic, traffic signals or traffic signs.~~

~~I. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities and a single flag identifying the project or owner) of a permanent nature are prohibited. However, in CC zones, celebration displays are permitted for periods of no more than 14 consecutive days and a total of four times a year. Celebration displays must be used at the site of the business and must be removed at the end of the event or 14 consecutive day period, whichever is shorter.~~

~~J. Off-premises signs are prohibited.~~

Section 7. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 18.52.070 LFPMP, Signs permitted in TC zones, as follows:

18.52.070 Signs permitted in TC zones.

The ~~planned shopping center in the~~ TC zone is a unique and visible community resource ~~and structure~~. It is the city's desire that signs in the ~~planned shopping center in the~~ TC zone be aesthetically pleasing, architecturally cohesive ~~with the planned shopping center in the TC zone and with signs of other tenants in the planned shopping~~

~~center in the TC zone~~, of superior construction, safe for both pedestrian and vehicular traffic and commercially reasonable.

A. In the TC zone, for each street or parking lot on which a business fronts, ~~one exterior a single-faced sign on the exterior wall, gable or awning~~ one exterior sign fronting ~~of~~ that business is permitted. If the exterior sign is on the exterior wall, its size must be the less of (1) 150 square feet per side or (2) the greater of that amount in square footage which is a factor of eight tenths (0.8) of that business' linear street or parking lot frontage or 75 square feet per side; provided, that stand-alone buildings in the TC are entitled to signs of not more than 75 square feet per side irrespective of linear frontage; and provided further, that businesses which occupy in excess of 20,000 square feet of space may have a single exterior sign or not more than 250 square feet per side on each street or parking lot frontage. If the exterior sign is on a gable or awning, its size must be less than 40 square feet. Signage entitlements under the foregoing sentence for any frontage may not be counted for entitlement on any other frontage. Businesses that share space must share signage entitlements under this provision.

B. For businesses that do not front on either a right-of-way or parking lot, one exterior sign per such business shall be allowed. If the exterior sign is on an exterior wall, its size must be seventy-five (75) square feet or less. If the exterior sign is on a gable or awning, its size must be less than forty (40) square feet.

~~C.B.~~ Each business in the TC zone may have nonilluminated projecting signs hanging from the soffits but each such sign must provide a minimum of seven feet of clearance from the underlying walkway to the bottom of the sign and no such sign may exceed five square feet per side.

~~D.C.~~ Each business in the TC zone may have a nonilluminated awning on which may be placed signs for that business so long as the total area of those signs does not exceed 45 percent of the facing of the awning.

~~E.D.~~ Signs of any kind in windows viewable from any public right-of-way may not cover more than 50 percent of the window area ~~except for celebration displays.~~

~~F.E.~~ A ~~planned~~ shopping center in the TC zone may display up to two freestanding ground signs, not in excess of 25 square feet in area per side, identifying the name of the shopping center but not the businesses located therein at Northeast 175th and Ballinger Way Northeast, plus one nonilluminated freestanding ground sign at or near Northeast 175th and Ballinger Way Northeast, not to exceed a sign height of 10 feet and 60 square feet in area per side identifying the businesses located therein, plus a single illuminated or nonilluminated freestanding sign at the main entrance off Bothell Way Northeast, not to exceed a sign height of 30 feet and not more than 300 square feet in area per side, which may include identities of one or more of the businesses located in the shopping center. Any nonilluminated sign permitted in this subsection may, notwithstanding the foregoing, be illuminated by one or more separate light(s) cast on it from the ground below. The ground signs shall be of a style, material and design as are compatible with the associated buildings. All ground signs and support elements are to be integrated into a single design.

~~G.F.~~ Entrances to buildings ~~in the planned shopping center~~ in the TC zone may have ~~a changing message readerboard~~ signs placed on the walls adjacent to the entrance wall or support columns not to exceed 13.5 square feet identifying only the businesses in that building. ~~Such changing message Readerboard~~ signs shall be limited to two per major public entrance.

~~H.~~ Temporary signs that meet the following criteria are allowed on the premises:

- ~~1. A sign does not exceed six square feet in area per side and is not more than four feet in height;~~
- ~~2. Signs remain displayed on the premises for no more than 60 days in any one-year period;~~
- ~~3. Signs shall only be displayed during the hours the business is open to the general public, but in any event no earlier than dawn and no later than dusk;~~
- ~~4. One temporary sign is allowed per business at each vehicular entrance to the lot on which it is located, or if located in a shopping center, at each vehicular entrance to the shopping center;~~
- ~~5. One temporary sign is allowed per business at each pedestrian entrance adjacent to the right-of-way for the lot on which the business is located; or if located in a shopping center, at each pedestrian entrance adjacent to the right-of-way for the shopping center;~~
- ~~6. If the number of signs at a vehicular or pedestrian entrance is impeding free movement or causing a safety issue, the City may remove the problematic sign(s) without prior notice to the business owner.~~

~~G.~~ For automobile service stations, a single freestanding fuel price and fuel brand identification sign, which may be lighted but nonflashing, securely anchored to the ground. Additional advertising of car wash services and other fuels sold may be added to the fuel price and fuel brand identification sign but no other message or device may be attached to the fuel price and fuel brand identification sign.

~~I.H.~~ All signs permitted by this section shall be ~~nonflashing, with no movement or simulated movement, except for changing message signs, and shall be located as not to produce glare on neighboring residential properties or interfere with traffic, traffic signals or traffic signs.~~

~~I.~~ Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities of a permanent nature) are prohibited. However, celebration displays are permitted for periods of no more than 14 consecutive days and a total of four times a year. Celebration displays must be used at the site of the shopping center and must be removed at the end of the event or 14 consecutive day period, whichever is shorter.

~~J.~~ Off premises signs are prohibited.

~~K. Temporary sandwich board signs relating to a farmer's market may be permitted for a period not to exceed the operation of the farmer's market, subject to the following requirements:~~

- ~~1. Signs shall only be displayed during the hours the farmer's market is open to the general public, but in any event no earlier than 8:00 a.m. or later than 7:00 p.m. on the day of the market;~~
- ~~2. A maximum of two signs are allowed at each vehicular entrance of the town center zone, not to exceed a total of seven; and one sign is allowed at the pedestrian entrance at the perimeter of the parking lot adjacent to Bothell Way Northeast and Ballinger Way Northeast;~~
- ~~3. Signs shall not be directly or indirectly illuminated;~~
- ~~4. Signs may not block sidewalks or driveways, impede pedestrian or vehicular traffic, or create a hazard to traffic, such as, but not limited to, impeding visibility of oncoming traffic.~~

~~J.L. Streetlight banners may be permitted upon the private light poles within the TC town center zone. Such streetlight banners may not be used to advertise individual businesses, but may be used year-round to highlight seasonal events such a farmer's market, holiday seasons or other special events within the town center zone are subject to compliance with the following requirements:~~

1. Banners may be mounted on a total of 25 streetlight poles;
2. Two banners may be mounted on each pole and each banner must not exceed the dimensions of two feet by four feet;
3. All banners must be the same size, thematically consistent, and mounted in identical configurations;
4. Banners shall be installed with the bottom of the banner a minimum of 10 feet above the ground;
5. A banner permit may remain valid as long as the locations and the specifications of the banners and the mounting systems do not change, and so long as the banners are maintained in good condition;
6. Application requirements for a banner permit include:
 - a. Information on the design and construction of the mounting system including any engineering calculations demonstrating the mounting system will support the banner;
 - b. Identification of the location of the private light poles on which the banners will be placed; and

c. A schedule that indicates when banners will be installed and changed, ~~which gives preference to farmers' market banners during the farmers' market season.~~

Section 8. ADDITION. The City Council of the City of Lake Forest Park hereby adds section 18.52.075 LFPMP, Signs in Southern Gateway zones, as follows:

18.52.075 Signs in Southern Gateway zones.

- A. ~~Signs in the Southern Gateway – Single-Family Residential (SG-SFR) zone are governed by this chapter and specifically LFPMP 18.52.050 for RM and RS zones.~~
- B. ~~Signs in the Southern Gateway-Corridor (SG-C) zone and Transition (SG-T) zone are governed by this chapter and specifically LFPMP 18.52.070 for the TC zone, as well as the Southern Gateway- corridor and transition zones design guidelines. In the event of a conflict, the design guidelines shall govern.~~

Section 9. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 18.52.080 LFPMP, Signs in the public right-of-way, as follows:

18.52.080 Signs in the public right-of-way.

A. ~~The following signs are permitted in~~ the public right-of-way ~~in Lake Forest Park upon making application for a permit to the planning director; provided, that no sign in a public right-of-way shall create a traffic or other safety hazard; and temporary signs are permitted upon meeting~~ the following conditions:

1. ~~Signs shall not be placed in medians, traffic islands, roundabouts, or other areas within the roadway;~~
2. ~~Signs shall not be placed on a sidewalk or obstruct pedestrian or wheelchair access to the sidewalk;~~
3. ~~For rights-of-way that only have a shoulder and do not have a sidewalk, signs must be placed so that they do not interfere with pedestrian, wheelchair, and bicycle access, or in any other manner that is unsafe for all users;~~
4. ~~Signs shall be placed entirely outside the site distance triangle of a right-of-way corner, curb cut, or drive entrance, and where no curb exists, the sign must be placed outside the portion of the roadway traveled by vehicles at least five (5) feet from the edge of the roadway;~~
5. ~~Signs shall remain unanchored in any way to trees or to public property including, but not limited to, utility or light poles, utility boxes, street signs, parking meters, fences, pavement, or similar;~~
6. ~~No more than six (6) signs may be displayed city-wide in the right-of-way for the same event, occasion, or purpose, or by the same entity, at any one time;~~

Commented [KA7]: Edit for Council consideration given discussion at 6/13 meeting. o

Commented [KA8]: Deletion for Council consideration based on discussion at 6/13/24 meeting.

7. A sign exempt from permitting by section 18.040 LFPMC because it is no greater than three (3) square feet in area per side and no more than four (4) feet in height shall be displayed for thirty (30) days or less in any one-year period, unless a permit is obtained;

8. A sign allowed by permit may not exceed six (6) square feet in area per side and not more than four (4) feet in height, and shall be displayed for sixty days (60) or less in any one-year period.

~~1. Special Event Signs. A maximum of four special event signs may be posted for a maximum of seven days prior to the event's commencement and upon such other conditions as may be imposed by the planning director. Special event signs must be removed within 24 hours of the termination of the special event.~~

~~B. The following signs are permitted in the public right-of-way in Lake Forest Park without a permit being required:~~

~~1. Yard Sale Signs. A maximum of two yard sale signs may be posted for a maximum of two days prior to the event's commencement and upon such other conditions as may be imposed by the planning director. Yard sale signs shall be removed within 24 hours of the termination of the yard sale.~~

~~2. Real Estate Open House Signs. A maximum of four open house signs per property advertised for a period not to exceed two consecutive days in a calendar month. Such open house signs shall be placed at least three feet from the traveled portion of the right-of-way, shall not be placed on an island, median strip or sidewalk, and shall not create a hazard to traffic. Open house signs shall be permitted to be in place only between the hours of 8:00 a.m. and 7:00 p.m.~~

~~3. Political Signs. Political signs; provided, that all political signs must be removed within five days of the election in which the political candidate or public issue or ballot issue is decided.~~

~~4. Churches may place sandwich type signs concerning their service on sidewalks on the days of their service.~~

~~C. Signs shall not be located in the right-of-way or placed upon or in any way attached to any street or traffic control sign or utility pole in such a manner as to create a traffic or other safety hazard.~~

~~B.D. Signs are not permitted on other city-owned property or property leased by the city for public purposes such as public parks, trails, open space, or other public space, except those signs placed by the City, which signs shall only display noncommercial copy without the permission of the city.~~

Section 10. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 18.52.090, Permit application and fee, as follows:

18.52.090 Permit application and fees.

A. Except as provided in this chapter, no person shall erect, alter, or relocate any sign without first receiving an approved sign permit from the City pursuant to the requirements herein. All applications for issuance of permits required by this chapter shall be made to the Community Development Department planning director on forms furnished for that purpose and shall be accompanied by the required fee. The applicable fee shall be as provided in the city's fee schedule. ~~The application shall include the applicant's full name, address, signature, location of the signs, types of goods proposed to be sold if applicable, duration of sale if applicable, together with such other information as the planning director deems appropriate.~~

B. The review and approval of sign permits is a ministerial administrative decision pursuant to Chapter 16.26 LFPMC, as amended.

C. Application Form.

1. Owner permission. If the applicant is not the property owner, then the property owner must be identified and the application must include an affidavit from the property owner, verifying that the property owner has given permission to the applicant for the submission of the sign permit application and for the installation/posting of the sign on the property owner's property.

Commented [KA9]: Discussion by Council re ability of renters to display signs. If the sign requires a permit, the property owners permission is required on the application. The following signs would not require a permit under 18.52.040: 3. Temporary signs with a sign area no greater than three square feet in area per side and no more than four feet in height that remain on the premises for less than 90 days in a one-year period.
4. Any sign on a vehicle, unless such vehicle sign is prohibited pursuant to LFPMC 18.52.030.

2. Building Elevation/Site Plan. Signs proposed to be mounted on a building require a building elevation drawn to scale that specifies the location of the sign and drawings or photographs that show the scale of the sign in context with the building. Freestanding signs require a site plan indicating the proposed sign location as it relates to property lines, adjacent streets, and adjacent buildings.

3. Scaled Design Drawing. A colored rendering or scaled drawing is required, including dimensions of all sign faces, and descriptions of materials to be used, including color samples.

4. Scaled Installation Drawing. A scaled drawing is required that includes the sign description, proposed materials, size, weight, a manner of construction, and method of attachment, including all hardware necessary for proper sign installation.

5. Lighting. A drawing indicating the location and fixture type of all exterior lighting, if any, for the proposed sign is required. The drawing shall specify wattage and bulb type to ensure compatibility with the lighting standards in this chapter.

6. Expiration of Permit. A permanent sign approved under a permanent sign permit must be installed within 180 days of issuance of the permit or the sign permit will expire. No sign may be erected if a sign permit has expired.

Section 11. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 18.52.100, Violations, as follows:

18.52.100 Enforcement Violations.

~~A. A violation of LFPMC 18.52.080 shall be an infraction subject to a fine of \$100.00 a day or portion thereof.~~

~~A.B.~~ A violation of any ~~other~~ section of this chapter shall be ~~a civil~~ infraction subject to a fine of \$25.00 a day or portion thereof, and subject to code enforcement pursuant to Chapter 1.25 LFPMC.

Section 12. 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 13. 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 14. 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, 2024.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective:

DRAFT

18.66.125 Nonconforming signs.*

A. Definitions.

1. "Illegal sign" means a sign which is not authorized by Chapter 18.52 LFPMC; or a sign which either was not authorized by city ordinance or which was not a nonconforming sign as of the date LFPMC Title 18 was adopted, or a sign which loses its nonconforming permit as provided in this section.
2. A "legal nonconforming sign" is a sign that on the date of its installation complied with all requirements of applicable laws and regulations, but that is not a legal sign under LFPMC Title 18.
3. "Sign owner" means the licensee of the business associated with the sign, or the owner of the sign, or the owner of the property on which the sign is located.

B. Notification of Nonconformity or Illegality.

1. The code administrator shall, as soon as practical, survey the city for signs which do not conform to the requirements of this code. Upon determination that a sign is nonconforming or illegal, the administrator shall use reasonable efforts to notify the sign owner, either personally or in writing, that:
 - a. The sign is nonconforming and that it is or is not eligible for a nonconforming sign permit; or
 - b. The sign is illegal.
2. If, after reasonable inquiry, the identity of the sign owner cannot be determined, the notice shall be affixed conspicuously on the sign or on the premises with which the sign is associated. A file shall be established in the department, and a copy of the notice and certification of posting shall be maintained for records.

C. Nonconforming Sign Permit. Any sign which, on the effective date of the ordinance codified in this code, does not conform with the provisions of this code, but which, on the day before the effective date of this code was a legal or nonconforming sign, may be granted a nonconforming sign permit upon proper application; provided, that temporary or special event signs shall not be permitted as nonconforming signs.

D. Permit for Nonconforming Signs.

1. A nonconforming sign permit is required for each nonconforming sign allowed. The permit shall be obtained by the sign owner within 60 days of notification by the city. Unless it terminates earlier as provided in this section, a permit shall expire at the end of the applicable amortization period prescribed herein.
2. Applications for a nonconforming sign permit shall contain the name and address of the sign owner, identification of the sign(s) to be permitted as nonconforming, the date of installation of the sign(s), and

such other pertinent information as the administrator may require to ensure compliance with this code. The application shall be accompanied by a fee as established by the city council from time to time.

3. Any sign owner who fails to apply for a nonconforming sign permit within the 60-day period of notification by the city shall within six months bring the sign into compliance with this code or have it removed.

E. Illegal Signs – Abatement. An illegal sign is declared to be a public nuisance and may be removed as provided in RCW 47.42.080 as follows:

1. Any sign erected or maintained contrary to the provisions of Chapter 18.52 LFPMC is a public nuisance, and the chief of police shall notify the owner of the property on which the sign is located, by certified mail at his or her last known address, that it constitutes a public nuisance and must comply with the chapter or be removed.

2. An owner who fails to comply with the chapter or remove any such sign within 15 days after being notified to remove the sign is guilty of a misdemeanor. In addition to the penalties imposed by law upon conviction, an order may be entered compelling removal of the sign. Each day the sign is maintained constitutes a separate offense.

3. If the owner of the property upon which it is located is not found or refuses receipt of the notice, the chief of police shall post the sign and property upon which it is located with a notice that the sign constitutes a public nuisance and must be removed. If the sign is not removed within 15 days after such posting, the chief of police shall abate the nuisance and destroy the sign, and for that purpose may enter upon private property without incurring liability for doing so.

4. Any sign erected or maintained on city property or public rights-of-way contrary to city ordinance is a public nuisance, and the chief of police is authorized to remove any such sign without notice.

F. Loss of Nonconforming Status.

1. A nonconforming sign may remain and be used; provided, that the sign must be removed or brought into compliance with all requirements of this code if any of the following occur:

a. There is any change in land use, or in occupancy, or a change in business name, with respect to the business or premises for which the sign was installed;

b. The sign is replaced or it is altered in any manner that is not in compliance with the standards of Chapter 18.52 LFPMC; provided, that a change in copy, panel, or lettering, unrelated to a change regulated in subsection (F)(1)(a) of this section shall not be considered an alteration or replacement;

c. The sign is relocated in a manner that is not in compliance with the standards of Chapter 18.52

LFPMC;

d. A new sign, in addition to the nonconforming sign, is installed on the premises on which the nonconforming sign is located; or

e. The owner of the sign refuses to obtain a permit for the nonconforming sign in accordance with procedures established herein.

2. Upon the occurrence of any of the foregoing, a nonconforming sign permit shall terminate immediately and the sign shall be an illegal sign. The administrator shall notify the sign owner that the sign either must be removed or brought into compliance with this code immediately and a new permit secured.

G. Amortization Period for Nonconforming Signs.

1. Any nonconforming sign permitted under this section may remain permitted and in place for the amortization period authorized by subsection (G)(2) of this section; provided, that such sign does not otherwise lose its nonconforming sign permit. At the expiration of the amortization period, a sign shall be removed or brought into compliance with this code.

2. A nonconforming sign permitted under this section shall be brought into compliance with this code or removed within three years of the date the sign became nonconforming; provided, that the city administrator may upon application extend the compliance period no more than an additional six years upon finding that:

a. The intent and purpose of this section and Chapter 18.52 LFPMC will not be detrimentally affected; and

b. The sign owner has a substantial unamortized investment (excluding cost of maintenance and repair) in the sign.

3. An application for an extension of the amortization period shall be submitted to the city administrator and shall contain the date the sign was installed, records substantiating capital investment in the sign, records establishing amortization of such investment, and such other information as the city administrator may require. Absent records concerning amortization, the city administrator may establish a schedule for unamortized investment, if any, in any commercially reasonable manner. The application shall be accompanied by a fee as established by the city council from time to time.

H. Appeals.

1. A decision with regard to an application for a permit for a nonconforming sign, an application for an extended amortization period, or loss of nonconforming status may be appealed to the city council.

2. The notice of appeal must be filed with the city clerk within 15 days of the effective date of the decision, and it must state with specificity the error or errors claimed. Upon receipt of a complete and timely notice of appeal, the city clerk shall schedule a hearing before the city council no later than 30 days from the date the notice of appeal is received.

3. The appellant shall have the burden of proof and the council shall affirm the city's decision unless it finds that the decision is based upon a clear error of law or that it is not supported by substantial evidence. The city council's decision is the final decision of the city, which may be appealed as provided in Chapter 36.70C RCW.

4. Enforcement action shall be stayed during the appeal period and pending final decision on an appeal.

I. Nonconforming Sign Maintenance and Re-pair. Nothing in this section shall relieve the sign owner from the obligation to maintain any sign in a safe, presentable condition or to make any repairs necessary to achieve such conditions; provided, that such maintenance and repair shall not modify the sign or structure in any way which is not in compliance with the requirements of this code. (Ord. 906 § 1, 2005; Ord. 850 § 1, 2001; Ord. 788 § 1, 2000)

*Code reviser's note: Ordinance No. 788 adds these provisions as Section 18.66.120. The section has been editorially renumbered to prevent duplication of numbering.



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date March 27, 2025

Originating Department Executive

Contact Person Phillip Hill, City Administrator
Michael Harden, Chief of Police
Shannon Moore, Human Resources Director

Title Resolution 25-2008/Authorizing the Mayor to sign a Collective Bargaining Agreement between the City of Lake Forest Park and the Lake Forest Park Police Guild for the term January 1, 2025, through December 31, 2027

Legislative History

- First Presentation: City Council Regular Meeting Closed Session, 10/10/2024
- Second Presentation/Action: City Council Regular Meeting, 03/27/2025

Attachments:

1. Resolution 25-2008
2. Collective Bargaining Agreement between the City of Lake Forest Park and the Lake Forest Park Police Guild for the term January 1, 2025, through December 31, 2027.

Executive Summary

The City Administration and Lake Forest Park Police Guild have bargained in good faith and reached agreement on a Collective Bargaining Agreement for January 1, 2025, through December 31, 2027.

Background

The previous Collective Bargaining Agreement between the City of Lake Forest Park and the Lake Forest Park Police Guild expired on December 31, 2024. In September 2024, the City Administration and the Lake Forest Park Police Guild began negotiations for a successor collective bargaining agreement.

The three-year contract provides for the following wage adjustments:

Commissioned Employees

Effective January 1, 2025, wage rates shall increase by 7.0% (3% COLA, 4% market adjustment) (includes retro pay)

Effective July 1, 2025, wage rates shall increase by 2.0% (market adjustment)

Effective January 1, 2025, wage rates shall increase by 4.5% (3.0% COLA, 1.5% market adjustment)

Effective January 1, 2027, wage rates shall increase by 4.0% (3.0% COLA, 1.0% market adjustment)

Non-Commissioned Employees

Effective January 1, 2025, wage rates shall increase by 7.0% (3% COLA, 4% market adjustment) (includes retro pay)

Effective July 1, 2025, wage rates shall increase by 2.0% (market adjustment)

Effective January 1, 2025, wage rates shall increase by 4.5% (3.0% COLA, 1.5% market adjustment)

Effective January 1, 2027, wage rates shall increase by 4.0% (3.0% COLA, 1.0% market adjustment)

The contract includes the following changes to incentive pay, for a maximum of two incentive pays, not inclusive of Field Training Officer (FTO) pay:

- Adds Specialty Bilingual Pay at \$1,000 per year.
- Adds Specialty pay for Special Weapons and Tactics (SWAT), Hostage Negotiations Team (HNT)/Independent Investigations Team (IFIT) at 5% above base wage pay.
- Adds an Officer in Charge Specialty pay of 5% above the base wage rate for that shift.

The other change is uniform allowance increases from \$625.00 to \$850.00 on January 1, 2026.

Fiscal & Policy Implications

The budget for 2025 is sufficient for the salary and benefit costs associated with this agreement. However, the budget for 2026 will likely require review during the 2025 mid-biennial budget process, depending on actual realized costs in the first half of the biennium.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Decline to ratify the Collective Bargaining Agreement. 	Continue to collectively bargain with the Guild. City would most likely face an unfair labor practice charge for failure to bargain in good faith.
<ul style="list-style-type: none"> • Authorize the Mayor to sign the Collective Bargaining Agreement. 	The City and Police Guild will have a 3-year Collective Bargaining Agreement in place.

Staff Recommendation

The Administration recommends that the City Council adopt Resolution 25-2008 authorizing the Mayor to sign the Agreement by and between the City of Lake Forest Park and the Lake Forest Park Police Guild, dated January 1, 2025, through December 31, 2027.

RESOLUTION NO. 25-2008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE LAKE FOREST PARK POLICE GUILD AND THE CITY

WHEREAS, the City Administration and Lake Forest Park Police Guild have bargained in good faith and reached an agreement on a Collective Bargaining Agreement for January 1, 2025 through December 31, 2027; and

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

Section 1. MEMORANDUM OF AGREEMENT AUTHORIZED. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the Collective Bargaining Agreement by and between the City of Lake Forest Park and the Lake Forest Park Police Guild attached hereto as Exhibit A.

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

PASSED BY A MAJORITY VOTE of the Lake Forest Park City Council this ____ day of _____, 2025.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 25-2008

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CITY OF LAKE FOREST PARK

AND

LAKE FOREST PARK POLICE GUILD

(REPRESENTING THE LAW ENFORCEMENT EMPLOYEES)

January 1, 2025 through December 31, 2027

TABLE OF CONTENTS

ARTICLE 1 CLAIMS AND ALLEGATIONS3

ARTICLE 2 RECOGNITION.....3

ARTICLE 3 MANAGEMENT RIGHTS3

ARTICLE 4 GUILD MEMBERSHIP, DUES DEDUCTION, AND UNION ORIENTATION.....4

ARTICLE 5 GUILD ACTIVITY.....5

ARTICLE 6 HOURS OF WORK5

ARTICLE 7 OVERTIME7

ARTICLE 8 HOLIDAYS8

ARTICLE 9 VACATION LEAVE9

ARTICLE 10 OTHER LEAVE 10

ARTICLE 11 SENIORITY AND LAYOFF..... 13

ARTICLE 12 WAGES 13

ARTICLE 13 RECRUITING INCENTIVE..... 14

ARTICLE 14 DEFINED BENEFIT PROGRAM 14

ARTICLE 15 DEFINED CONTRIBUTION PLAN 14

ARTICLE 16 HEALTH AND WELFARE..... 15

ARTICLE 17 OFF-DUTY EMPLOYMENT..... 15

ARTICLE 18 CLOTHING AND EQUIPMENT 16

ARTICLE 19 JOB CLASSIFICATION AND WORKING OUT OF CLASSIFICATION 17

ARTICLE 20 DISCIPLINE AND DISCHARGE 17

ARTICLE 21 PERSONNEL RECORDS 17

ARTICLE 22 BILL OF RIGHTS 17

ARTICLE 23 GRIEVANCE PROCEDURE/DISCIPLINARY RECORD..... 18

ARTICLE 24 SEVERABILITY..... 19

ARTICLE 25 PERFORMANCE OF DUTY/NO STRIKE..... 20

ARTICLE 26 RETIREMENT 20

ARTICLE 27 LONGEVITY, EDUCATIONAL INCENTIVES, PREMIUM, AND BILINGUAL PAY 20

ARTICLE 28 PROBATIONARY PERIOD..... 21

ARTICLE 29 DURATION..... 22

WAGE APPENDIX "A"..... 23

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
CITY OF LAKE FOREST PARK
AND
LAKE FOREST PARK POLICE GUILD

PREAMBLE

This Agreement is made and entered into pursuant to RCW Chapter 41.56 by and between the City of Lake Forest Park, a municipal corporation of the State of Washington, hereinafter known as the "City" or "Employer", and the Lake Forest Park Police Guild, hereinafter known as the "Guild," for the purpose of setting forth the wages, hours, and working conditions which will be in effect during the term of this Agreement for employees included in the bargaining unit described in Article 2 below.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Guild; to provide for contractual conditions of work; to establish agreed standards of wages and hours; and to achieve peaceful, rapid, and inexpensive adjustment of any differences which may arise in accord with the terms of this Agreement.

ARTICLE 1 CLAIMS AND ALLEGATIONS

- 1.1 An employee who believes that he or she has been the subject of unlawful discrimination on the basis of political affiliation, age, sex, marital status, race, creed, color, religion, national origin, disability or activity protected by RCW 41.56 or other applicable Federal Law may process such complaints through the Grievance Procedure of this Agreement.
- 1.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to any gender.
- 1.3 Further, this Agreement shall not cover: those matters for which the Washington State Department of Labor & Industries rules and regulations provide relief; City, State or Federal "whistleblower" statutes and ordinances; or matters exclusively subject to Civil Service rules and regulations.

ARTICLE 2 RECOGNITION

- 2.1 The City recognizes the Guild as the sole and exclusive bargaining representative for the purpose of negotiations concerning wages, hours and working conditions for police department personnel, including: police officers, corporals, sergeants, support service officers, and records clerks.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 The Guild recognizes that the City maintains certain inherent "management rights" and that the rights not specifically limited herein are reserved to the City. These management rights include but are not limited to:
 - 3.1.1 Any and all rights concerned with the management and operation of the Police Department are exclusively that of the Employer unless otherwise provided for in the terms of this Agreement.
 - 3.1.2 The Employer has the authority to adopt rules for the operation of the Police Department and the conduct of its Employees, provided such rules are not in conflict with the provisions of this Agreement, Civil Service Rules, or applicable law.

- 3.1.3 The Employer has the right to discipline or discharge employees for reasonable and just cause; temporarily lay off; assign work and determine duties of Employees; schedule hours of work; determine the number of personnel to be assigned duty at a given time and perform all other functions not otherwise expressly limited by this Agreement, Civil Service Rules, or applicable law.
- 3.1.4 Subject to the provisions of this Agreement, the Employer has the right to schedule work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and personnel and public safety.
- 3.1.5 Incidental duties connected with operations enumerated in job descriptions may not be specifically described.
- 3.1.6 The Employer has the right to recruit, assign, transfer, or promote employees to positions within the Department.
- 3.1.7 The Employer has the right to determine methods, means and personnel necessary for departmental operations.
- 3.1.8 The Employer has the right to control the departmental budget, and to lay off any employee as a result of budgetary limitations, or lack of work or good faith reorganization for efficiency.
- 3.1.9 The Employer has the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.
- 3.2 Provided nothing contained herein shall be construed as a waiver of the Guild right to require bargaining concerning mandatory subjects of bargaining.

ARTICLE 4 GUILD MEMBERSHIP, DUES DEDUCTION, AND UNION ORIENTATION

- 4.1 Guild Membership: Employees in the bargaining unit may voluntarily join the Guild, including payment of Guild dues in accordance with Article 4.2 below. The City and Guild recognize it is not a condition of employment to become a Guild member, however, the Guild encourages all employees to join the Guild for purposes of solidarity, employee benefits, and job security. The City agrees to remain neutral with regard to Guild membership.
- 4.2 Dues Deductions: Employees who affirmatively consent and provide written authorization to deduct dues and fees must notify the Guild. The Guild shall then notify the City of the same, and the City will deduct monthly Guild dues and initiation fees uniformly required of membership. The City shall be allowed a reasonable period of time, subject to its regular payment of claims and warrants, in which to commence such deduction. Employees who withdraw consent shall notify the Guild, the Guild shall then notify the City of the same, and the City will stop deducting dues by the next payroll period or as soon as practicable.
- 4.3 Hold Harmless: The Guild shall indemnify and hold the City harmless from any and all liability arising as a result of administration of the membership provisions and dues deductions provisions in this Article.
- 4.4 Guild Orientation: Per RCW 41.56.037, the City will schedule a 30-minute meeting to provide the Guild access to new bargaining unit employees within ninety (90) days of the employee's hire date. This meeting is optional for employees. These meetings may take place during the City's New Employee Orientation, in small groups, or individually. The meeting will occur during work hours at the regular worksite of the employee.

ARTICLE 5 GUILD ACTIVITY

5.1 Conduct of Guild Business: Guild business such as handling grievances and other legitimate routine matters may be conducted on the City premises only with advance approval of the City and further provided that such business does not, in the opinion of the City, interfere with Police Department operations or other City functions. Scheduled Guild meetings may be held in City facilities subject to the foregoing. Use of City premises shall be permitted so long as it is de minimus and does not interfere with City business/operations. If there is a scheduling conflict, use of City facilities will prioritize City business over Guild business. This Article shall not give rise to a specific right on the part of the Guild to conduct a certain number of meetings or certain specified activities on the premises. All minor and miscellaneous Guild business conducted on premises shall be conducted during off-duty time for the employees involved, taking 20 minutes or less.

5.2 Guild Representatives: The Guild shall provide written notice to the City of the names of the officials authorized to represent the Guild immediately upon their election or appointment. The City will allow such authorized representatives reasonable access to Guild members for purposes of handling grievances and other legitimate Guild business provided that such access shall not take more than a reasonable time for any person who is on duty; shall not interfere with the work and duties of the Guild employee; shall be subject to approval of the Chief or designee. The Police Chief may grant an employee who is also a Guild representative reasonable release time, while on duty, for the purpose of handling grievances and other legitimate Guild business, provided that such release time does not unreasonably interfere with the work and duties of the representative or other on-duty employees. For the purpose of negotiating a successor Agreement, the City shall permit up to three (3) representatives paid release time for the purpose of attending negotiations.

5.3 Bulletin Boards: The Employer shall provide space for a bulletin board which may be used by the Guild.

5.4 Educational Meetings: The Employer agrees to allow two members of the Guild, as selected by the Guild, unpaid leave of absence, to take up to four (4) days per calendar year, for the purpose of attending training session related to Guild representation, provided that any such unpaid leave shall be scheduled at least thirty (30) days in advance and shall be subject to scheduling limitations of the Police Department. In the event that release of two members shall cause a hardship on police staffing, the City shall be under no obligation to provide or allow for such release.

ARTICLE 6 HOURS OF WORK

6.1 For sergeants and patrol officers, 12-hour shifts shall apply which shall be scheduled from: (a) 06:00 to 18:00; (b) 18:00 to 06:00; (c) 15:00 to 03:00; or as otherwise mutually agreed upon. The shift cycle shall be three (3) days on followed by three (3) consecutive days off. This shift cycle may be adjusted to an alternative shift cycle if the Employer provides at least 30 calendar days' of notice to the Guild. The shift cycle may also be adjusted to an alternate shift cycle by the employer after furnishing fourteen (14) calendar days' notice to the employee under the following circumstances:

- For an employee's mandatory training, where the shift cycle adjustment affects only the employee attending the training and such adjustment is for a temporary duration; or
- For special details where the adjustment is only for a temporary duration.

For purposes of this section, "mandatory training" is defined as training required for employee certification, Department accreditation, when required by the Department to fill anticipated specialty assignment vacancies, and identified in the annual training plan.

For purposes of this section, a "temporary duration" is defined as a period of time no more than two (2) consecutive shift cycles. Employer-initiated shift cycle adjustments are limited to

a total of two (2) shift cycle adjustments per year, per employee. Shift cycle adjustments may not impact any pre-approved time off.

For purposes of this section, "special details" are defined as policing assignments outside of normal patrol functions, created to address criminal activity in the community or other emergent issues. This section shall not displace those assignments which receive overtime funding from an outside entity or state/federal grant funding.

This Section permits the Police Chief or designee to move commissioned officers to different squads. Commissioned employees may be moved from one squad to another based on the City's operational needs.

- 6.2 Each officer shall be entitled to one-half (1/2) hour meal period. There shall be a minimum of seven (7) and one-half (1/2) hour separation between shifts.
- 6.3 At the beginning of each calendar year, twelve (12) hour shift employees shall receive one hundred and ten (110) hours of Kelly time. Kelly time may be taken at any time in the calendar year upon approval from the Chief or designee. Should an employee sever employment with the City with Kelly time owing, it will be deducted from any final payout. All regular employees shall be compensated in cash, at their base wage rate of pay as listed on Appendix A, for any accrued but unused Kelly time that has been earned and accumulated during the calendar year when they are permanently separated from the City.
- 6.4 Detectives, Administrative Sergeants, and Special Assignments such as Traffic, CRO, or K-9 shifts shall be eight (8), ten (10), or twelve (12) hour shifts if mutually agreed. Shift lengths may be modified upon approval of the Chief or designee.

The assigned shift schedule for employees designated in Paragraph 6.4 above, as well as employees assigned to the SWAT team, may vary during shift cycles in which they attend mandatory training, special details, or a preplanned deployment that is scheduled at least fourteen (14) calendar days prior to the training/special detail/deployment. In the event of such scheduled mandatory training, special detail, or preplanned deployment, the affected employee and his/her supervisor will mutually agree to deviations from the employee's regular shift cycle to avoid the occurrence of unnecessary overtime.

- 6.5 For records personnel, eight (8) hour shifts shall apply which shall be scheduled from 08:00 to 17:00 (with a one (1) hour unpaid meal break) Monday through Friday. Support Services Officer will work an eight (8) hour shift with a half-hour (1/2) unpaid meal break during the eight (8) hour day from 09:00 to 17:00 Monday through Friday. Shift schedules for records and support staff may be modified by mutual agreement.
- 6.6 In the event of a shift schedule change, not the result of an emergency or a mutual request between employees, the Employer shall be required to pay overtime for any changed hours with less than seventy-two (72) hours' notice.
- 6.7 Employees will be allowed to flex their hours of work to attend voluntary training. Training may be denied if an employee does not flex their work schedule.
- 6.8 Volunteer training is any pre-approved educational course, conference, seminar, briefing, convention, or other function of a similar nature (excluding the Basic Law Enforcement Academy) intended to improve, maintain, or upgrade the employee's certifications, skills, or professional abilities. The City may adjust an employee's regularly scheduled shift for educational purposes, including associated travel time, to avoid payment of overtime or shift adjustment pay. If the training, including travel time, exceeds the employee's adjusted work week, then the employee shall receive either their applicable overtime rate or compensatory time off. Travel time to/from training shall be paid based on the minimum requirements of the FLSA.

6.9 No time-off requests will be granted during the Department’s National Night Out Day, Safety Day, or Shop with a Cop day unless by special permission of the Police Chief or it is prohibited by law. The Employer will notify employees of all event dates for the subsequent year no later than December 1st of the preceding calendar year.

ARTICLE 7 OVERTIME

7.1 Overtime Defined: Overtime is all required and specifically authorized work performed in excess of an employee’s normal daily work schedule or work exceeding forty (40) hours in any workweek. All overtime shall be pre-approved by a supervisor when practicable and reported on forms to be provided by the Department. Overtime shall be taken and paid in increments of 15 minutes, only. Sick leave, compensatory time, vacation time, and holiday time (including floating holiday time) off shall apply as time worked for purposes of calculating overtime.

7.1.1 A 207(k) exemption to the FLSA is agreed for 12-hour shift employees. For purposes of the 207(k) exemption, 12-hour shift employees will be on a 24-day cycle in which they work 144 regularly scheduled hours, three (3) days on followed by three (3) days off. Overtime for 12-hour shift employees shall be incurred for work in excess of the employee’s normal daily schedule or in excess of the work cycle.

7.2 Overtime Compensation: Overtime work shall be compensated for at the rate of one and one-half times an employee's regular hourly rate of pay, consistent with the FLSA definition in cash, or, if the employee does not elect cash payment, then the employer may choose either a cash payment or compensatory time-off at the rate of one and one-half (1 and 1/2) times per hour worked, provided the employee shall have the sole discretion to choose compensatory time until the employee has accumulated two hundred (200) hours in his/her bank. An employee may elect to cash out earned compensatory time at any time. Up to 40 hours of earned compensatory time may be carried over to the following calendar year; any excess earned compensatory time shall be cashed out at the employee’s current pay rate.

7.3 Limitations on Overtime: An employee shall be allowed to accrue a maximum of 200 hours of banked compensatory time. An employee may require the City to purchase up to eighty (80) hours of compensatory time per year. The City may, elect to purchase up to eighty (80) hours of the employees compensatory time per year, provided the Employer’s action will not drop the employees compensatory time balance below eighty (80) hours.

7.4 Accrued Unpaid Overtime: Requests to take accrued unpaid compensatory time shall be granted unless to do so would unnecessarily disrupt the Department operations, as determined by the Chief or Chief's designee.

7.5 Call In Overtime: Any time an Employee is called in to work, the employee shall be guaranteed a minimum of three (3) hours pay at one and one half times the employee's regular hourly rate of pay or compensatory time off.

7.6 Court and/or Subpoenaed Appearances: An employee who appears in Court or responds to a subpoena on behalf of the City shall receive a minimum of three (3) hours of overtime compensation for such appearance. An employee is not entitled to the three (3) hour minimum if the appearance begins during an employee’s paid shift, provided the employee is paid at the overtime rate for all time spent beyond the employee’s regular shift.

7.7 Overtime Awards & Scheduling:

- a. General Overtime: All overtime shall be first offered to employees at the top of the overtime list. Employees offered overtime will have twenty-four (24) hours to call in and accept the overtime before the supervisor continues down the list.
- b. Short Notice/Emergency Overtime: All overtime with less than a 72-hour notice, such as shift extension or emergency, will be granted to bargaining unit members on a first to

accept basis. Agreement by bargaining unit members to fill a short notice overtime need will not alter their status on the General Overtime sign up. An emergency, for purposes of this subsection, is defined as an immediate and unforeseen threat to public safety, e.g. earthquake, plane crash, flood, etc. For short notice overtime, the supervisor will start at the top of the list and proceed down the list until someone is contacted and accepts the overtime. After a short-term overtime assignment has been accepted, the supervisor will offer the next person on the list in order of appearance the next short-term overtime shift. If nobody wants the overtime, the least senior officer will be assigned the overtime.

- c. If the short-notice overtime shift is due to start in less than six hours, the Employer may conduct a shift extension as long as the overtime shift does not exceed six (6) hours.
- d. Off-Duty overtime is exempt from this Section and shall be assigned on a first-come, first-served basis. Patrol operations is a priority and commissioned employees cannot take time off below minimum coverage. Support staff (e.g., detectives, traffic) is not included in minimum coverage. Commissioned employees shall not create patrol overtime for others by taking an off-duty shift. "Off-duty overtime" is defined as court security detail or overtime reimbursed by third party entities (i.e., UW sports, Shoreline School District, Shoreline Arts), except it does not mean work eligible for CJTC backfill reimbursement.

ARTICLE 8 HOLIDAYS

8.1 Paid Holidays: The following days shall be recognized and observed as paid holidays:

Recognized Holiday	Observed Date
New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in Sept.
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in Nov.
Day After Thanksgiving	Fourth Friday in Nov.
Christmas Day	December 25

8.2 Work on Paid Holiday: Employees who are required to work on the above listed holidays shall be paid one and one-half (1 1/2) times the employee's regular hourly rate of pay as defined in Article 7.2. Commissioned employees assigned to the traffic, K-9, and detective units may schedule their holiday day off on a different date than the observed holiday with advance approval by the Chief of Police or designee.

Employees who elect to receive comp time for working a holiday shall receive their regular rate of pay for all time worked in addition to 1/2 time worked credit to the employee's comp time bank.

8.3 Employees who are called in on a holiday referenced in Article 8.1 shall receive a minimum of three (3) hours of compensation at the rate of two (2) times the employee's regular rate of pay or the employee may opt for a comp time equivalent. Employees who work overtime on a holiday shall receive two (2) times the employee's regular rate of pay or the employee may opt for a comp time equivalent.

8.4 Floating Holidays: Any employee who has completed six (6) months of service shall be given sixteen (16) hours of floating holiday time each year. An Employee may take said floating holiday hours at such time as is mutually agreeable to both Employee and the Department

Head or designee. If no mutually agreeable time is found, the employee may elect to cash out at the base wage rates listed in Appendix A or add the holiday hours to their vacation bank or compensatory time bank by the end of each calendar year. See compensatory time cash out provisions in Article 7.2 and vacation cash out provisions described in Article 9.3.

- 8.5 Employees shall receive 96 hours of paid holiday leave per year. When an employee requests paid time off, the employee shall specify which bank or banks of leave are to be used. For example, if a 12 hour shift employee wants to take a paid day off, the employee can specify many different combinations of leave for pay which include the following: 8 hours holiday plus 4 hours vacation; 8 hours holiday plus 4 hours compensatory time; or just 12 hours of holiday leave. If the 12 hour shift employee applies for 8 hours of holiday only, the employee will only receive 8 hours of pay for that shift, and nothing more. Likewise, if a 12 hour shift employee requests a paid Kelly Day or vacation day off, and wants to be compensated for all 12 hours of the shift, the employee shall specify a sum total of 12 hours of leave to be deducted from his/her bank(s).
- 8.6 Accrued Holiday Hours – Holiday hours may be taken at any time in the calendar year upon approval from the Chief or designee. Should an employee sever employment with the City with holiday time owing, it will be taken from any final payout.
- 8.7 All regular employees shall be compensated in cash, at their base wage rate of pay as listed in Appendix A, for any accrued but unused holiday time not to exceed eighty (80) hours when they are permanently separated from the department. Per Article 8.4, on January 1 of each calendar year, employees earn sixteen (16) hours of personal/floating holiday time. The other holiday hours are considered accrued on or after the date of the holiday specified by Article 8.1 of this Agreement.

ARTICLE 9 VACATION LEAVE

- 9.1 Vacation: Employees shall accrue the following vacation leave with pay based upon their length of service with the Employer.

Length of Service	Annual Vacation Time Accrued
1 st through 48 th month	96 hours
49 th through 84 th month	120 hours
85 th through 120 th month	128 hours
121 st through 144 th month	152 hours
145 th through 180 th month	160 hours
181 st through 216 th month	176 hours
217 th month and more	192 hours

- 9.1.1 Annual leave with pay shall be allowed for each new Employee upon the completion of six (6) months of service. After six (6) months of service, each Employee shall be allowed to take vacation up to the amount of vacation time accrued. For purposes of providing annual vacation time accrual applicable to lateral new hires, the City may substitute length of continuous service with the Employer with length of continuous service in law enforcement.
- 9.2 Vacation Scheduling/Time-off Request: Employees may schedule vacation time off in accordance with the following rules:
 - a. Employees may schedule time off until minimums are reached in each of the following work groups: each Patrol squad, Investigations, Records and Support Services.
 - b. Time off will be awarded to the employee requesting the time off first (first come = first served).
 - c. If a conflict exists between employees requesting the same time off because minimums will be reached, the time off will be granted by seniority.

- d. Each employee will work with their supervisor to make the selection.
- e. The employee is only guaranteed time off in the selected ("picked") period, not days before or after the selection.
- f. All employees must receive the Chief's approval to take more than three (3) consecutive weeks of vacation.
- g. For records employees, vacation will be scheduled by seniority

9.2.1 Sergeants: The time which a Sergeant may take vacation shall be determined by the Chief or designee and shall be based upon seniority within class.

9.3 Vacation Carry Over Cap: An employee shall carry over no more than 240 hours of accrued vacation leave to the following year. All regular employees shall be compensated in cash, at their base wage rate of pay as listed on Appendix A, for any unused accumulation of vacation up to 240 hours when they are permanently separated from employment.

9.4 Vacation Cancellation: Once scheduled, a vacation shall not be canceled except in case of an actual emergency. Should a vacation be canceled due to a City declared emergency, the City shall reimburse the Employee for all non-recoverable costs, including the cost of transportation, not to exceed a total of \$500.00.

ARTICLE 10 OTHER LEAVE

10.1 Bereavement Leave – Definition: Immediate family member for the purposes of this Article shall mean only the Employee's spouse or domestic partner, siblings, siblings-in-law, parents, stepparents, parents-in-law, children, stepchildren, children-in-law, grandparents, and grandchildren.

10.2 Bereavement Leave – Duration: In the event of the death of a member of the Employee's immediate family, the Employee shall be allowed to remain away from employment as follows:

10.2.1 Up to three (3) days off, to be taken as paid bereavement leave, with additional days, at the discretion of the Chief or designee, to be charged to accrued sick leave, overtime, uncompensated time, or vacation time. One day off with pay will also be granted in the event of the death of a relative who is not a member of the immediate family as defined above.

10.3 Bereavement Leave Notification: All bereavement leave shall be by notification and arrangement between the Employee and the Police Chief or designee.

10.4 Jury Duty: An Employee shall be granted leave of absence with pay for the purpose of reporting to Jury Duty. Any juror fees received shall be assigned to the City.

10.5 Emergency Leave: In the event of an unforeseen emergency which requires the absence of the employee from work, emergency leave shall be granted at the discretion of the Chief or Chief's designee. Such emergency leave shall be charged to an employee's unused vacation/holiday or compensatory time leave balance. Emergency leave shall be utilized only in instances where leave time is necessary but is not provided for elsewhere in the contract.

10.6 Sick Leave: Sick leave with pay shall accrue for employees at the rate of eight hours of leave for each full calendar month of the employee's service. There shall be a cap on the number of sick leave hours a member may carry over to the following calendar year, which shall be a maximum of 1,140 hours. The cap for cash-out calculation of any unused sick leave shall be limited to a maximum of 960 hours. Employees who are granted vacation or sick leave shall continue to accrue sick leave at the regular prescribed rate during such absence. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

- 10.6.1 Illness or physical incapacity. If the Chief or designee has reasonable cause to believe that an Employee is abusing sick leave, the Chief or said designee may ask for a written statement from a medical doctor verifying such illness.
- 10.6.2 Forced quarantine in accordance with community health requirements.
- 10.6.3 Care of a child of the employee with a health condition that requires treatment or supervision.
- 10.6.4 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- 10.6.5 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a Family Member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and
When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- 10.6.6 An employee is authorized to use paid sick leave for absences that qualify for leave under the Domestic Violence Leave Act, chapter 49.76 RCW. For purposes of this Article, "Family Member" means:
 - a. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
 - b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - c. A spouse;
 - d. A registered domestic partner;
 - e. A grandparent;
 - f. A grandchild; or
 - g. A sibling.
- 10.7 Sick Leave – Notification: An employee intending to request sick leave shall inform the Police Chief or his designee of the fact and the reason therefore as soon as possible, at least one hour prior to their next scheduled work shift, or soon as practicable if one-hour notice cannot be provided.
- 10.8 Sick Leave – Physician's Certificate: Following the third consecutive sick leave absence, the City may require the employee to provide a physician's certificate verifying the necessity for sick leave. The City will pay the cost of such verification, if any, unless the same is covered by the applicable health plan.
- 10.9 Sick Leave – Transfers: When an employee is transferred to another position within the City of Lake Forest Park, any unused sick leave shall remain available for use, as necessary.

10.10 Family Medical Leave Act: Employees may qualify to take leave under the Federal Family Medical Leave Act of 1993, and RCW 49.78, if such statutes provide for leave, as provided for or hereinafter amended. Employees taking leave under Federal Family Medical Leave Act of 1993, and RCW 49.78, are required to use all accrued leave (sick, vacation, comp time or Kelly hours) concurrently with the leave provided for in the Federal Family Medical Leave Act of 1993, and RCW 49.78 as presently existing or hereinafter amended. The only exception to this requirement will be that an employee taking FMLA leave for new child purposes may request to retain up to 40 hours of accrued sick leave or comp time off for use upon their return to active employment.

10.11 Unused Sick Leave: All regular employees shall be compensated in cash, at 100% of their base wage rate of pay, for any unused accumulation of sick leave up to a total of 960 hours when they are permanently separated from employment in accordance with the following payout schedule:

Separation Reason	Percentage of Accumulated, Unused Sick Leave Eligible for Cash Out
Termination	0%
Lay-Off, Separation in Anticipation of Lay-Off	25%
Disability Retirement	100%
Death	100%
Retirement	50%

10.12 An employee may transfer any unused sick leave consistent with City’s Shared Leave Policy.

Employees cannot receive donated sick leave unless they have exhausted all their accrued time-off balances (e.g., sick, vacation, Kelly hours, floating holiday, and comp time).

- a. Donated sick leave cannot be used to restore an employee’s negative leave balance.
- b. No more than a total of 12 weeks per rolling calendar year is eligible for donation to any one employee.
- c. An employee may donate their accrued sick leave when they separate from employment. The donated leave is available to employees for their approved family and medical leave period and up to 60 days following such leave period to use for qualifying occurrences per Section 10.6.

10.13 Employees are entitled to paid military Leave as provided by RCW 38.40.060 and unpaid military leave as required by applicable federal law.

10.14 Washington Paid Family and Medical Leave Program: The City shall comply with the Washington State Paid Family and Medical Leave (PFML) law (Title 50A RCW) and supporting regulations by either participating in the State-administered program or the City may self-administer the program following approval by the state Employment Security Department (ESD), consistent with the law.

The City has the sole discretion to determine if it will also pay the employee’s share of the Paid Family and Medical Leave premium. For reference, in the 2021-2022 biennial, the City has determined that it will pay the employee’s share of the premium for all employees from January 1, 2021, through December 31, 2022. Every two years, the City will determine whether or not it will pay the employee share of the Family and Medical Leave premiums when it drafts and approves its biennial budget. It is not a guarantee or Union right that the City will be able to pay the employee share in the future, and at the City’s discretion, the employee may be required to pay their share with 30 days’ notice to the employee and the Guild.

ARTICLE 11 SENIORITY AND LAYOFF

- 11.1 Seniority - Definition: Seniority shall be defined as time within classification with the employer, including probationary period.
- 11.2 Seniority - List: The Employer shall establish a seniority list which shall contain date of hire and classification of all regular employees. Said list shall be updated at least once a year and more frequently if needed. The Employer shall provide the Guild with a copy of said list each time the list is updated.
- 11.3 Layoff: In a given class in a department, the following shall be the order of layoff:
 - a. Provisional appointees;
 - b. Temporary or intermittent employees not earning service credit;
 - c. Probationers (except as their layoff may be affected by military service during probation);
 - d. Regular employees in the order of their length of service, the one with the least service being laid off first. Layoff shall be within a classification, such as, police officers, records or other similar classification.
- 11.4 All employees subject to layoff shall be given 21 calendar days' notice of layoff or pay in lieu thereof. Employees subject to layoff may be allowed to bump the least senior in a different classification upon showing that the employee is capable of satisfactorily performing the duties of the position within sixty (60) days and has greater seniority than the least senior in that classification. Employees subject to layoff shall be placed on a rehire list for a period of two years. Those employees on the rehire list shall be called to return to work as positions become available before the City seeks outside applicants subject to the following:
 - 11.4.1 The employee meets all standards and qualifications for the position;
 - 11.4.2 Employees shall be called back in reverse order of layoff;
 - 11.4.3 The laid off employee shall keep the Employer advised of their current address and telephone number;
 - 11.4.4 Notices shall be mailed to the employee's last known address, and the failure of an employee to respond within seven (7) calendar days shall relieve the Employer of all further recall responsibilities.

ARTICLE 12 WAGES

12.1 Base wages shall be at the rates set forth in Appendix A.

Commissioned Police Officers

- 12.1.1 Effective January 1, 2025, wage rates shall increase by 7.0% (3% COLA, 4% market adjustment).
- 12.1.2 Effective July 1, 2025, wage rates shall increase by 2.0% (market adjustment).
- 12.1.3 Effective January 1, 2026, wage rates shall be increased by 4.5% (3.0% COLA, 1.5% market adjustment).
- 12.1.4 Effective January 1, 2027, wage rates shall be increased by 4.0% (3.0% COLA, 1.0% market adjustment).

Non-Commissioned and Special-Commissioned Employees

12.1.5 Effective January 1, 2025, wage rates shall increase by 7.0% (3% COLA, 4% market adjustment).

12.1.6 Effective July 1, 2025, wage rates shall increase by 2% (market adjustment).

12.1.7 Effective January 1, 2026, wage rates shall be increased by 4.5% (3.0% COLA, 1.5% market adjustment).

12.1.8 Effective January 1, 2027, wage rates shall be increased by 4.0% (3.0% COLA, 1.0% market adjustment).

ARTICLE 13 RECRUITING INCENTIVE

13.1 The City recognizes the importance of recruiting quality candidates for the Police Department. The City shall pay to any employee covered by this Agreement the sum of \$500 for successfully recruiting a lateral entry police officer ("recruited employee"). To be eligible for the recruitment incentive, the recruited employee must successfully complete the probationary period before the \$500 incentive is paid. The recruited employee shall state in writing the name of the employee responsible for their recruitment. Only one incentive shall be paid out per successful recruit.

ARTICLE 14 DEFINED BENEFIT PROGRAM

14.1 The City and employees will contribute to a 401(a) defined benefit plan. Each employee has a mandatory contribution rate of 6.2% of gross earnings. The Employer will match mandatory contributions to the 401(a) plan.

14.2 Employees are one hundred percent (100%) vested for their employee contributions to the 401(a) plan. Employees shall receive vesting credit in the Employer's contributions according to the following schedule that is based on their length of employment with the City of Lake Forest Park, as follows:

14.2.1

Length of Employment	Vesting Credit
Less than 12 months	0%
12 months	33%
For each additional month through 35 months	2.7917%
36 months and more	100%

ARTICLE 15 DEFINED CONTRIBUTION PLAN

15.1 The employees may voluntarily contribute and invest pretax earnings or after-tax (ROTH) into a 457 defined contribution plan. Participation and contributions to the 457 plan is voluntary.

15.2 The City offers matching for employees who voluntarily contribute into the 457 defined contribution plan. The City matches, on a dollar-for-dollar basis, up to fifty dollars (\$50.00) per month.

Example #1 – An employee who contributes \$50 earns a City match of \$50, for a total contribution of \$100.

Example #2 – An employee who contributes \$25 earns a City match of \$25, for a total contribution of \$50.

Example #3 – An employee who contributes \$100 earns a City match of \$50, for a total contribution of \$150.

ARTICLE 16 HEALTH AND WELFARE

16.1 For the term of this Agreement, employees shall have their choice of enrollment in two types of medical plans, subject to enrollment requirements imposed by the insurance carriers: AWC Kaiser \$200 or LEOFF Trust Plan F or FX.

During the term of this Agreement, should the City be at risk of losing coverage for LEOFF 1 retirees, the Agreement shall be reopened for purposes of bargaining replacement medical coverage. In no instance will the City be contractually obligated to continue providing coverage for Guild employees in a manner that results in the loss of coverage for LEOFF 1 retirees based on the choice of plans offered in Article 16.1.

16.2 Medical Insurance: For employees enrolled in AWC Kaiser \$200, the Employer pays 100% of premiums for employee coverage. The Employer pays 90% of premiums and the employee pays 10% of premiums for spouse/dependent coverage.

For employees enrolled in LEOFF Trust Plan F or FX, the Employer pays 100% of premiums for employee coverage. The Employer pays 90% and the employee pays 10% of premiums for spouse/dependent coverage.

16.3 Dental Insurance: The Employer agrees to pay one hundred percent (100%) of the cost of dental insurance premium for each member, spouse and dependents, or domestic partner, under Washington Dental Service Plan F. In addition, the Employer agrees to pay one hundred percent (100%) of the cost of the orthodontics insurance premium for each member, spouse and dependents, or domestic partner, under Washington Dental Service Plan III. As an alternative, an employee may select the Willamette Dental of Washington \$15.00 co-pay plan.

16.4 Vision Insurance: The employer agrees to pay 100% of the premiums necessary to provide the AWC Vision Service Plan.

16.5 Life Insurance: The City agrees to pay the full cost of a fifty-thousand dollar (\$50,000) life insurance policy benefit for each employee, subject to any limitations or exclusions as a result of pre-existing conditions, and as determined by standard life insurance contract. The City may periodically evaluate market conditions and, provided coverage is equal to or better than that provided through the existing life insurance policy, the City may choose a replacement insurance carrier.

16.6 Indemnification: The Employer shall provide insurance for all employees for all claims arising out of their employment with the City, while acting in their official capacity. In addition, the Employer shall pay on behalf of any employee any sums, including reasonable legal expenses, which the employee shall become legally obligated to pay as a result of reasonable and lawful activities and exercise of authority clearly within the scope of assigned duties and responsibilities as an employee of the City, and which are reasonably necessary in order for such employee to be represented. Choice of legal representation will be determined by the Employer.

16.7 Disability Insurance: The City will provide long term disability insurance through AWC for a 90-day waiting period with 67% of salary benefit. The City may periodically evaluate market conditions and, provided coverage is equal to or better than that provided through the existing disability policy, the City may choose a replacement insurance carrier.

ARTICLE 17 OFF-DUTY EMPLOYMENT

17.1 Off-Duty Employment: The Employee may perform other employment during off-duty hours so long as the employment off hours will not adversely affect the on-duty status of the officer or

the ability of the officer to perform duties for shifts filled by the officer, and is not a conflict of interest. The employee shall notify the Chief or designee in writing stating the place of employment, employer, hours to be worked, and a brief description of the work to be performed. The Chief may deny off-duty employment if a current or future conflict of interest is demonstrated. The Chief will respond to the request within ten (10) days of the request.

ARTICLE 18 CLOTHING AND EQUIPMENT

18.1 Issued Equipment: The Employer shall initially provide necessary uniforms and equipment for first time outfitting of police personnel. The uniforms and equipment will remain the property of the City. The Department shall issue to each new Employee the following items:

- Long Sleeve Shirt 1
- Formal Tie 1
- Tie Bar 1
- Short Sleeve Shirt 1
- Additional long or short sleeve shirt 1
- Trousers..... 2
- Standard Jumpsuit..... 1
- Trouser Belt..... 1
- Formal Hat with Hat Badge 1
- Metal Name Tag 1
- Traffic Safety Vest 1
- Badge 1
- Duty Belt Gear 1
- (Holster, (2) handcuffs & case, ammunition holder, OC spray & holder, ASP & holder, flashlight holder, keepers, tourniquet holder with tourniquet)
- Flashlight..... 1
- Protective Vest..... 1
- Duty Issue Weapon..... 1
- Duty Issue Jacket 1
- Footwear 1

Uniform and equipment specifications can be found in the Uniform and Equipment Specification Manual.

The department will provide entry level new hires with all required equipment to attend the Basic Law Enforcement Academy. The list of required academy items is developed by CJTC/BLEA and is incorporated into the department’s Uniform and Equipment Specifications Manual.

18.1.1 New uniformed employees hired prior to August 1st of the calendar year and existing uniformed personnel will receive a \$625.00 equipment allowance in January of each year. In addition, all uniforms and equipment required at the Academy will be provided by the Employer.

Beginning in 2026, change to \$850 maximum annual reimbursement allowance per calendar year. Expenses for the current calendar year must be submitted by December 1st of the same year to be eligible for reimbursement. Allowances do not carry over to the following calendar year.

18.2 Personal Items: Employer will not pay for normal wear and tear of personal items but will pay for reasonable repair or replacement of personal items damaged or lost in the line of duty.

18.3 Where the Department requires an article of clothing which requires dry cleaning only, the City shall pay dry cleaning costs.

- 18.4 A designated agency representative will be responsible for purchasing new employee uniforms and equipment, not the new employee.
- 18.5 Upon successful completion of FTO, the standard jumpsuit may be ordered as listed in 18.1.

ARTICLE 19 JOB CLASSIFICATION AND WORKING OUT OF CLASSIFICATION

- 19.1 Job Classifications: Job classification shall be established by the Employer either by ordinance, action of the Council, or in Civil Service rules and regulations. The Guild reserves the right to reopen bargaining as a result of a new personnel ordinance, should such ordinance change mandatory subjects of bargaining.
- 19.2 Working Out of Classification: Whenever an employee is assigned by the Employer, and accepts the principal duties and responsibilities of an employee in a higher classification, assignment or position for one shift, or longer, that employee shall be paid at a rate of five percent (5%) above present base wage rate or shall receive the base wage rate at the bottom of the range for the classification in which the employee is then substituting, whichever is greater, for all such time worked.

ARTICLE 20 DISCIPLINE AND DISCHARGE

- 20.1 Cause for Discipline: No member of the Lake Forest Park Police Guild shall be disciplined or discharged without just cause.

ARTICLE 21 PERSONNEL RECORDS

- 21.1 Access to Personnel Files: All employees shall have the right to view and photocopy their entire personnel file. Subject to any approved rule, regulation and requirement of State law, the City may determine what goes into the personnel file.
- 21.2 The employee shall be allowed to rebut derogatory statements in the employee's file, in writing, and the rebuttal statement shall be kept with the derogatory information.

ARTICLE 22 BILL OF RIGHTS

- 22.1 The Guild acknowledges that investigations into the conduct of Guild members may become necessary from time to time. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the Employer agrees that:
 - 22.1.1 Except in potential criminal matters, the employee shall be informed of the nature of the investigation.
 - 22.1.2 Interrogation of employees shall be at a reasonable time, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.
 - 22.1.3 Interrogation shall take place at the Lake Forest Park Police Station, except when deemed impracticable by the Chief or designee. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her choosing.
 - 22.1.4 The questioning session shall not be unreasonably long and employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls and rest periods.
 - 22.1.5 The employee shall not be subjected to any offensive language, nor intimidated into taking action the employee would not otherwise agree to.

ARTICLE 23 GRIEVANCE PROCEDURE/DISCIPLINARY RECORD

- 23.1 Definition of Grievance: For the purpose of this Agreement the term "grievance" shall be defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits, unless mutually extended in writing by the Guild and Employer.
- 23.2 Limitations: The grievance procedure shall not be available for oral counseling and/or verbal reprimand noted in the employee's personnel file. Advancement to arbitration shall not be available for written counseling and/or written reprimand. Probationary employees shall not be entitled to utilize this grievance procedure for any disciplinary actions that are taken by the Employer.
- 23.3 A grievance must be initiated within fourteen (14) calendar days of the date the alleged violation took place or within fourteen (14) calendar days of the date upon which the employee, by due diligence, could have reasonably known of the alleged violation; provided, however, in no event may a grievance be initiated after ninety (90) calendar days of the alleged violation. Failure to file within these prescribed time limits shall render the grievance invalid and foreclosed from the grievance procedure.
- 23.4 Any grievance deadline that falls on the weekend or on an observed holiday shall be extended to the next business day. Failure of the Employer to respond within any time limit imposed in this grievance procedure shall cause the grievance to advance to the next step. Failure of the Guild or grievant to respond within any time limit imposed in this grievance procedure shall cause the grievance to be considered abandoned, and the grievance shall be withdrawn. In the event the grievance is abandoned, the grievant shall be foreclosed from re-filing the grievance.
- 23.5 Step One: Employees shall notify their immediate supervisor in writing in compliance with Article 23.3. The written grievance shall include the facts supporting the grievance. The employee will contact the immediate supervisor or designee and shall attempt to effect a settlement of the complaint.
- 23.6 Step Two: If the grievance is not resolved to the Employee's satisfaction at Step 1, the grievance shall be submitted in writing to the Police Chief or designee within fourteen (14) calendar days of the immediate supervisor's decision, stating the section/s of the Agreement allegedly violated and the remedy requested. The Police Chief or designee shall render a written decision within fourteen (14) calendar days. Discipline grievances shall bypass Step 1 and start at Step 2.
- 23.7 Step Three: The Employee may appeal an adverse decision of the Police Chief or designee to the City Administrator or designee within fourteen (14) calendar days of the completion of Step Two (2). The City Administrator or designee shall render a written decision within fourteen (14) calendar days of receipt of the appeal.
- 23.8 Step Four: The Guild may appeal an adverse decision of the City Administrator or designee to a neutral arbitrator. The Guild shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the City Administrator's decision.
- 23.8.1 For disciplinary matters, within ten (10) calendar days of the Guild's request to arbitrate, the Guild shall request an arbitrator from the Law Enforcement Arbitrator Roster.
- 23.8.2 For non-disciplinary matters, within ten (10) calendar days of the Guild's request to arbitrate, the Guild and the Employer shall attempt to select a mutually acceptable arbitrator. If the parties cannot agree upon an arbitrator, the Guild shall request the appointment of an arbitrator from the Public Employment Relations Commission. In the alternative, by mutual

agreement, the Guild may request a list of nine (9) neutral arbitrators from the Public Employment Relations Commission.

- 23.9 The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and upon mutual agreement. The arbitrator shall have no authority to amend or modify a penalty or other management action except by finding a contractual violation. If a contractual violation has been found, the arbitrator will have the authority to amend or modify a penalty or other management action. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, nullify or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement or terms in other documents referred to in this Agreement.
- 23.10 Each party to the proceedings may call such witnesses as it deems necessary to the presentation of its case. Such testimony shall be sworn and shall be subject to cross examination.
- 23.11 The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post hearing briefs within a time mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the written statement of the grievance.
- 23.12 The parties shall have a minimum of thirty (30) calendar days to prepare and file a post-hearing brief with the arbitrator.
- 23.13 In the event a court reporter records the hearing, the parties shall have a minimum of thirty (30) days following receipt of the court reporter’s verbatim transcript of proceedings to prepare and file a post-hearing brief with the arbitrator.
- 23.14 The arbitrator’s decision shall be made in writing and shall be issued within thirty (30) calendar days following receipt of the parties’ respective post-hearing briefs. The decision of the arbitrator shall be final, conclusive, and binding upon the Employer, the Guild, and the employee(s) involved.
- 23.15 The fees, expenses and all other costs of the Arbitrator shall be shared equally by the parties. Each party shall bear the cost of presenting its own case, including all costs for its attorney(s) and/or other representative(s).
- 23.16 Any time limits stipulated in the grievance procedure shall be strictly adhered to unless extended for stated periods of time by the appropriate parties by mutual agreement. Any such extension of time shall be in writing.
- 23.17 Election of Remedy – In the case of a grievance appealable to both the Civil Service Commission and to arbitration under the terms of this Agreement, a written election of remedies shall be submitted to the City by the Guild. An employee electing to utilize the appeal process available through the Civil Service Rules and Regulations shall forfeit their right to utilize the grievance procedure as set forth in this provision. Employees may not file simultaneous appeals through the grievance procedure and the Civil Service Rules and Regulations.
- 23.18 Civil Service Appeals: All Civil Service appeals shall be in accordance with the rules and regulations of the Civil Service Commission.

ARTICLE 24 SEVERABILITY

- 24.1 In the event that any provision of this Agreement is held invalid by any tribunal of competent jurisdiction, the remaining provisions of this Agreement shall not be held invalid and shall

remain in full force and affect. The Guild and the City shall immediately meet and attempt to renegotiate any provision found invalid.

ARTICLE 25 PERFORMANCE OF DUTY/NO STRIKE

25.1 The City and the Guild recognize that the public interest requires the efficient and uninterrupted performance of all City services and pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Nothing in this Agreement shall be construed to grant an employee the right to strike or to refuse to perform their duties to the best of their abilities. During the term of this Agreement the Guild shall not cause, engage in or sanction any work stoppage, strike, walkout, sit-down, stray-in, slowdown, sick-in, curtailment of work, or interference with City operations at any location whatsoever; provided that nothing herein shall be interpreted to prohibit lawful informational picketing. The City shall not institute any lockout of employees during the term of this Agreement. Nothing shall be interpreted to prohibit lawful informational picketing, but such picketing shall not be while the officer is on duty nor while in uniform.

ARTICLE 26 RETIREMENT

26.1 The Employer shall participate in the statewide system for pension, relief, disability and retirement for qualified employees as provided by the laws of the State of Washington. (LEOFF Plan I and Plan II, PERS I and II, or other system used under the portability provisions of the systems).

ARTICLE 27 LONGEVITY, EDUCATIONAL INCENTIVES, PREMIUM, AND BILINGUAL PAY

27.1 Longevity: Longevity pay, which is a rate of pay based on the length of the most recent continuous service with the City, shall be calculated on the individual employee's hourly base wage rate as listed in Appendix A and shall be paid as follows:

Length of Continuous Service (Months)	Premium Pay (Hourly)
0 through 60	0%
61 through 120	2%
121 through 180	4%
181 through 240	6%
241 or more	8%

For example, a police officer with continuous service of 240 months and 12 days is eligible for a total of 6% premium pay in addition to his/her base pay. For purposes of providing longevity pay to lateral new hires, the City may substitute length of continuous service at the City with length of continuous service in law enforcement. If the City makes this substitution, the longevity pay will be added to the lateral new hire's base pay once the new hire has successfully completed his/her probationary period.

27.2 Educational incentives: Educational incentive pay shall be paid at the indicated percent of a qualifying employee's base wage rate for the level of education achieved.

Associate Degree..... 2%
Bachelor's Degree..... 4% total

27.3 Incentive Pay: Employees assigned to the following duties shall receive premium pay in the following amounts for a maximum of two incentive pays, not inclusive of FTO pay:

27.3.1 Detective positions shall receive an additional 10%; the SWAT, HNT/IFIT, K9, CRO, and Traffic assignments shall receive 5%. The field training officer (FTO) shall receive 5% while actively engaged in FTO functions. The City reserves the right to either fill or not fill incentive assignments, as it shall determine in its sole judgment. The Chief shall determine and .

approve, in advance, all incentive positions and assignments and claims for incentive pay; no persons shall receive incentive pay without first having been appointed to the position or assignment and approval for the incentive having first been obtained by the Chief.

27.3.2 The employer shall provide a flat rate of \$1,000.00 annually, pro-rated on a monthly basis for each month, or major portion thereof that the employee is assigned as firearms instructor and \$1,000.00 annually for defensive tactics instructor. The employer shall provide a flat rate of \$500.00 annually, pro-rated on a monthly basis for each month, or major portion thereof that the employee is assigned as EVOC instructor.

27.3.3 Acting Sergeant: The Chief and/or the Chief’s designee shall be responsible for selecting one or more officers to fill the role of Acting Sergeant if no Sergeant is on duty.

An Acting Sergeant may be appointed when the Sergeant being replaced is or will be absent from their assigned shift for 36 or more consecutive hours, or as operationally necessary to meet the mission of the department, and the officer assigned fulfills the actual duties of a Sergeant.

Officers who temporarily assume the duties of an Acting Sergeant position will be compensated per Article 19.2 of this Agreement. If more than one (1) officer is appointed to serve as an Acting Sergeant, each officer will be compensated only for the actual time worked as the Acting Sergeant, provided each officer has worked at least twelve (12) consecutive non-overtime hours in the Acting Sergeant role.

Officers serving as an Acting Sergeant will not be compensated for out-of-class pay for any of the following: (1) time not worked while on any paid or unpaid leave status; (b) time worked in overtime with the exception of a *bona fide* shift extension or call-out or working a recognized holiday occurring during the period of an officer’s Acting Sergeant appointment.

Officers have the option of declining an assignment of Acting Sergeant.

27.4 Officer-In-Charge: The Chief and/or the Chief’s designee shall be responsible for selecting one or more officers to fill the role of Officer-In-Charge (OIC), at their discretion. An OIC may be assigned as operationally necessary to meet the mission of the department, at the Chief or designee’s determination. An officer designated as OIC for a full shift shall receive 5% over their base wage rate for that shift.

27.5 Bilingual Pay. Eligible officers, after the City verifies fluency requirements, shall receive bilingual pay of \$1,000 annually, pro-rated monthly. The City shall determine which foreign language(s) are eligible based on the department and community’s needs, and determines the fluency testing and certification. The City will notify the Guild of any changes to the eligible languages before making changes.

ARTICLE 28 PROBATIONARY PERIOD

28.1 There shall be a probationary period consisting of twelve (12) months: (a) beginning the first day worked by the employee following graduation from the Basic or Equivalency Academy for entry-level officer hires; and (b) beginning the first working day of field training for lateral officer hires. If there is a lapse in duty of greater than two weeks during the probationary period, the duration of the absence from duty shall be added to the twelve (12) month probationary period. During the probationary period the probationary employee may be terminated without just cause and the probationary employee may not grieve a termination action. The provision covering shift schedule changes shall not apply to probationary employees.

ARTICLE 29 DURATION

29.1 Except as otherwise stated herein, this Agreement shall become effective January 1, 2025 and will carry through December 31, 2027. In the event negotiations for a new Agreement have not been completed by the termination date of this Agreement, the provisions contained in this Agreement shall remain in effect until the conclusion of the negotiations for a new Agreement.

CITY OF LAKE FOREST PARK

LAKE FOREST PARK POLICE GUILD

Tom French, Mayor

Date



Jerome Walker, Guild President

Date 03/15/25

*As authorized by majority vote
of the City Council*

WAGE APPENDIX "A"
2025 - 2027
by and between the
CITY OF LAKE FOREST PARK
and
LAKE FOREST PARK POLICE GUILD

A.1 Effective on January 1, 2025, the base wage rate for Commissioned Police Officers shall be increased by 7.0% (3.0% COLA, 4.0% market adjustment) and the base wage rate for Non- and Special-Commissioned employees shall be increased by 7.0% (3.0% COLA, 4.0% market adjustment), resulting in a base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	5415
	B	13 - 24 months	5609
	C	25-36 months	5802
	D	37 - 48 months	5992
	E	49 - 60 months	6181
	F	61 + months	6374
Support Services Officer	A	0 - 12 months	5613
	B	13 - 24 months	6014
	C	25-36 months	6414
	D	37 + months	6824
Police Officer	A	0 - 12 months	7063
	B	13 - 24 months	7623
	C	25-36 months	8228
	D	37 + months	8828
Sergeant I - Probationary (95% of Sergeant II)			9921
Sergeant II (18.3% above Police Officer Step D)			10,442

A.2 Effective upon July 1, 2025, the base wage rate for Commissioned Police Officers shall be increased by 2.0% (market adjustment) and the base wage rate for Non- and Special-Commissioned employees shall be increased by 2.0% (market adjustment), resulting in a base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	5524
	B	13 - 24 months	5721
	C	25-36 months	5918
	D	37 - 48 months	6112
	E	49 - 60 months	6305
	F	61 + months	6501
Support Services Officer	A	0 - 12 months	5725
	B	13 - 24 months	6135
	C	25-36 months	6542
	D	37 + months	6961
Police Officer	A	0 - 12 months	7204
	B	13 - 24 months	7775
	C	25-36 months	8393
	D	37 + months	9004
Sergeant I - Probationary (95% of Sergeant II)			10,119
Sergeant II (18.3% above Police Officer Step D)			10,651

A.3 Effective on January 1, 2026, the base wage rate for Commissioned Police Officers shall be increased by 4.5% (3.0% COLA, 1.5% market adjustment) and the base wage rate for Non- and Special-Commissioned employees shall be increased by 4.5% (3.0% COLA, 1.5% market adjustment), resulting in a base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	5772
	B	13 - 24 months	5979
	C	25-36 months	6184
	D	37 - 48 months	6387
	E	49 - 60 months	6589
	F	61 + months	6794
Support Services Officer	A	0 - 12 months	5983
	B	13 - 24 months	6411
	C	25-36 months	6836
	D	37 + months	7274
Police Officer	A	0 - 12 months	7529
	B	13 - 24 months	8125
	C	25-36 months	8771
	D	37 + months	9409
Sergeant I - Probationary (95% of Sergeant II)			10,575
Sergeant II (18.3% above Police Officer Step D)			11,130

A.4 Effective on January 1, 2027, the base wage rate for Commissioned Police Officers shall be increased by 4.0% (3.0% COLA, 1.0% market adjustment) and the base wage rate for Non- and Special-Commissioned employees shall be increased by 4.0% (3.0% COLA, 1.0% market adjustment), resulting in a base wage rate of:

Records Specialist	A	0 - 12 months	6003
	B	13 - 24 months	6218
	C	25-36 months	6431
	D	37 - 48 months	6642
	E	49 - 60 months	6852
	F	61 + months	7066
Support Services Officer	A	0 - 12 months	6222
	B	13 - 24 months	6667
	C	25-36 months	7110
	D	37 + months	7565
Police Officer	A	0 - 12 months	7830
	B	13 - 24 months	8450
	C	25-36 months	9121
	D	37 + months	9786
Sergeant I - Probationary (95% of Sergeant II)			10,998
Sergeant II (18.3% above Police Officer Step D)			11,575

City Administrator Report City of Lake Forest Park

Date: March 27, 2025

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

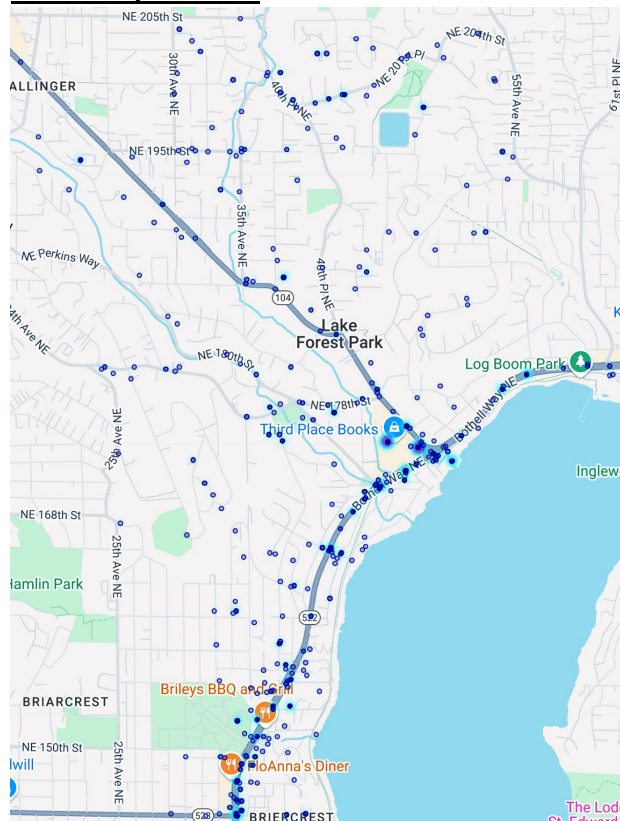
CC: Honorable Mayor Tom French
Leadership Team

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

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

I. Intergovernmental and local issues update.

Police Department



Police incidents heatmap for February 2025:
Each blue dot is an incident generated by dispatch or an officer.

This map represents **905** Call Incidents in **February**

Traffic General	429
Questionable Activity	48
E911	34
Contact of a Person	30
Warrants	22
Alarm	17
Theft	10
Traffic Collision	8
Welfare Check	7
Domestic Violence	6
Violation of Order	5
Behavioral Health	5
Disturbance	4
Hit & Run	4
Prowler	3

Case Reports Taken for February 2025

Warrant Arrest	7
Theft	5
Order Violation	4
Domestic	4
Behavioral Health	3
Eluding Police Officer	2
Burglary	2
Trespass	1

Weapons Violation	1
Traffic Offenses	1
Fraud	1
Property	1
Drugs	1
Vehicle Prowl	1
Assault	1
Vehicle Theft	1

Total – 36

Notable Incidents:

Eluding

Ofc. Montague attempted to make a traffic stop, but the suspect eluded him. Ofc. Montague successfully deployed StarChase. The suspect drove to Seattle and removed the device from his vehicle before patrol could locate him.

Violation of Order

Order violation in progress at the Third Place Books. The offender was arrested and booked in King County Jail (felony).

Suspicious

A citizen called the police because he noticed three subjects walking around a vacant house. Patrol officers responded and contacted the owner by phone. He stated that the house was not for sale and nobody should be around his property. The suspects were warned.

Welfare Checks

Patrol officers contacted a female subject in front of Nekter Juice Bar. She appeared to be under the influence of drugs. She was talking to herself and acting oddly. The officers were able to contact her sister, who stated that she was acting strangely because she had just finished her prescribed medication and needed to see her doctor. She was released to her sister.

A homeless female was found in the bushes on the south side of the intersection between 37th Ave NE & Ballinger Way. She stated she was “having a picnic” and didn’t want to provide her last name. Officers tried to provide her with resources, but the subject left on foot towards “Tacoma.”

Thefts

Officers responded to a theft in progress (of a backpack) at the Town Center. The suspect was located, arrested, and booked into jail.

A few juveniles were caught stealing alcohol from Albertsons. When confronted, they dropped the bottles on the curb and took off in a gray sedan.

Officers were called to the Albertsons store because another group of juveniles was creating problems. Sgt. Parrish caught one of them stealing and called the parents.

Officers responded to another theft in progress at Albertsons. The officers stopped two suspects. One was arrested for shoplifting and booked into jail. The other subject was released. Both reside at the Sacred Medicine House.

Theft in progress at Ross Stores. The suspect was caught by our officers and booked.

Theft of Tide Pods at Safeway. When the officers arrived, the two suspects had already left.

A subject stole several items from Safeway and left the area in a stolen U-Haul box truck. One of the officers deployed a StarChase device, but it failed (due to the weather).

Officers responded to a possible prowling in progress. They found the subject. He was looking for his cat. Patrol assisted and located the missing cat.

Several citizens called the police advising that mail had been stolen from the 19000 block of 40th PL NE, the 18600 block of 40th PL NE, and the 3900 block of NE 185th ST. There are no leads currently.

Domestic Violence

A subject called the police because she was in a legal dispute with her ex-husband and wanted the police to take statements from her children. No domestic or harassment occurred at the time, and officers explained that this was a civil issue and the police would not take any statements from the children. The reporting party was not happy with the police response.

Verbal domestic at Taco Bell. Both subjects were intoxicated and stated that they lived at the Sacred Medicine House. Both were warned.

A female subject (well-known to the police) with Alzheimer's called 911 because her son tried to choke her. The evidence did not sustain the claim. No domestic violence occurred.

Behavioral Health

A subject with a Pitbull approached one of the patrol officers and started to talk to her quickly and randomly. The officers asked if she needed assistance, but the subject walked away.

Disturbance/Drugs/Alcohol/DUI

A female subject was found crying outside the Watercrest Apts. Officers contacted the subject, who was intoxicated, and stated that she needed to “reset.”

A citizen called the police regarding a subject, clearly on drugs, “tripping” outside Chase Bank. The Fire Department checked on him, and our officers provided him courtesy transport to Ballinger Homes.

A citizen called 911 regarding a transient couple who was consuming drugs in their vehicle. The female subject overdosed before the officer’s arrival, and the boyfriend administered a dose of Narcan and resuscitated her. Fire checked on both subjects.

Officers found a transient subject, likely on drugs, passed out in Whispering Willow Park. They woke him up and offered services, but he refused.

A traffic stop revealed that the driver was under the influence of alcohol. The subject was arrested and booked.

A subject on the ground, under the influence of drugs, at Animal Acres Park. Officers woke him up and offered him services. He refused and left.

A driver, under the influence of alcohol, crashed his vehicle at Grace Cole Park. He was arrested and booked.

Officers responded to a possible fight between two autistic individuals in a group home. Officers contacted the social worker and the supervisor.

A “First Amendment Auditor” who was recording gave an officer a request for records. The officer forwarded the request to records.

A patrol officer saw a male urinating in public just outside Mr. Green Cannabis. He was warned.

Officers were called to Papa Murphy’s for a verbal argument between an employee and some customers. The officers were able to de-escalate the situation and warned both subjects.

Officer contacted an intoxicated male, who resides at the Sacred Medicine House, yelling inside Albertsons. Officers contacted the subject and trespassed him.

Two juveniles were playing basketball at 2:00 am. When warned, one of them said that Sgt. Parrish was “not nice enough”.

Recovery property

An officer recovered a stolen vehicle in the 19500 block of Forest Park DR NE.

Weapons Complaint

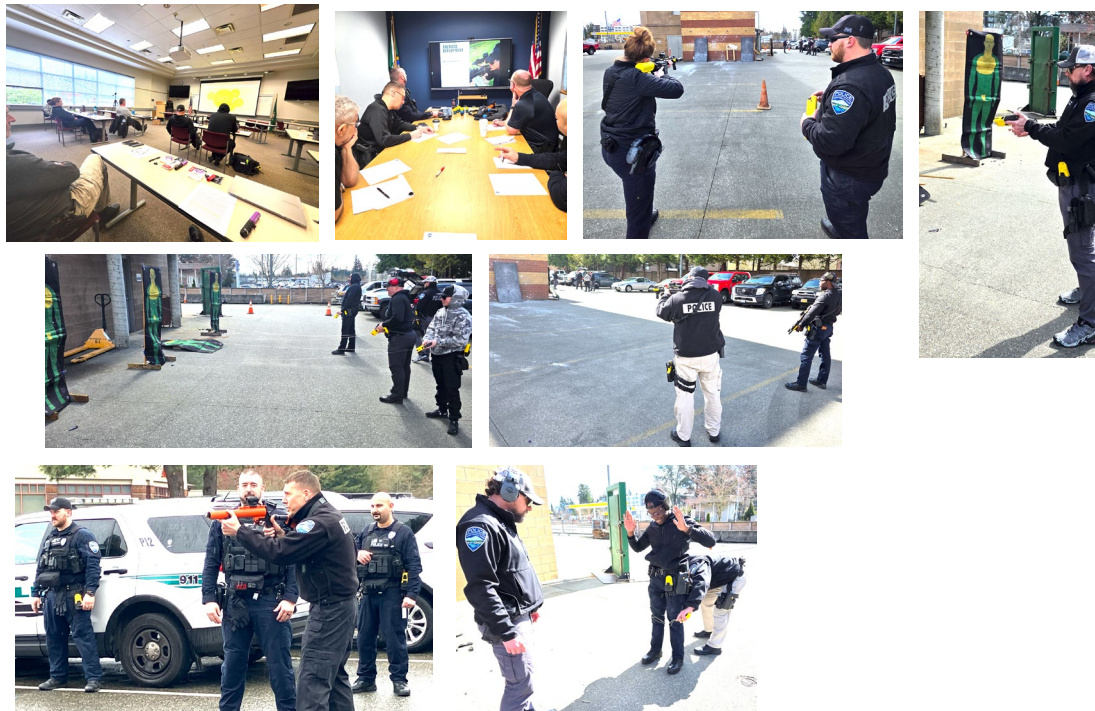
A citizen reported a juvenile hunting birds with a crossbow in Lyon Creek Park. Patrol officers talked to his mother.

Harassment

A citizen complained about a neighbor being too friendly with his 13-year-old daughter. There was no crime at this time, but the officers explained how to obtain a protection order.

In-Service Police Training

Officers successfully completed their mandatory in-service training, focusing on non-lethal and less-lethal tools designed to enhance de-escalation and public safety. The training covered the proper use, deployment, and decision-making protocols for various tools, including the Taser, expandable baton, and BolaWrap. This device deploys a Kevlar cord to restrain individuals from a distance, safely. Officers also trained with the newly introduced 40mm foam munitions, which provide a safer alternative for incapacitating combative individuals while minimizing injury than our older, outdated bean bag shotguns. Additionally, they received instruction on PepperBall blast technology, which disperses a powdered irritant to control situations without direct physical engagement. This training ensures officers are well-prepared to handle a range of encounters, emphasizing reducing the need for higher levels of force.



II. Internal City Information

Community Development Department

Comprehensive Plan Climate Element Amendment - The effort to amend the City's Comprehensive Plan to include a Climate Element continues on track in 2025. A community survey opened on March 10 and is available until April 10, 2025. Members of the City Council should feel free to take the survey. A city-wide postcard was mailed on Wednesday, March 12, 2025. The mailer will assist engagement efforts, which included yesterday's eNews update as follows:

Help Shape Lake Forest Park's Climate Future: Take the Survey!

Lake Forest Park is planning for a more resilient future, and we need your input! Climate change affects our environment, homes, and the local economy - and your voice can help shape the solutions.

Whether you're a resident, business owner, student, or part of a local organization, we want to hear from you! Share your experiences, concerns, and ideas to help shape policies that support our community by taking the Climate Element Community Survey.

The City of Lake Forest Park is developing a Climate Element to build resilience against climate impacts and reduce greenhouse gas emissions within the community. This new Climate Element will be integrated into the City's Comprehensive Plan, serving as the framework to achieve Lake Forest Park's vision for the future.

Your input is invaluable. Responses are anonymous. The survey takes approximately 15 minutes to complete (or as much time as you need). For more information about the Climate Element project, [please visit our website](#).

The survey is available in both English and Spanish and closes on **April 10**.

[Take the survey in English](#)

[Responda la encuesta en español](#)

Questions? Email mhofman@cityoffp.gov.

Middle Housing and ADU Development Regulations - The proposed development regulation amendments from the Planning Commission for addressing recent accessory dwelling unit (ADU) and middle housing mandates are now verified as received at the WA State Dept. of Commerce to begin their required 60-day review before any city adoption. The Commerce review ends May 12, 2025, and any comments received will be shared directly with the City Council for consideration. Between now and May 12, staff will work with SCJ Alliance and the Planning Commission to draft an ordinance format, hold a public hearing for public comment, adopt a formal motion for PC recommendation, complete SEPA review, and transmit all appropriate materials to City Council. Between May 12 and June 30, the City Council will be tasked with review, an additional noticed public hearing, deliberation, and action on an

ordinance for the amendments. This timing track would meet the deadline for the city to not be subject to a model ordinance as a Tier 3 city. The project web page will be continuously updated as new information arises: [Middle Housing Development Regulation Amendments | Lake Forest Park, WA - Official Website](#).

Town Center Changes - Multiple key changes are underway or have been completed at the Town Center in Lake Forest Park. Chase Bank is relocating across the parking lot to the remodeled building previously occupied by Bank of America, with a likely grand opening on April 8, 2025. A certificate of occupancy was issued for the improved building, and public operations will soon occur. Additionally, the existing Albertsons grocery store has transitioned to operating as a Safeway store (both owned by Albertsons Companies). The interior work for the store changeover has been and continues to be, active. The new exterior facade colors are implemented, and signage has been installed. Lastly, a new ice cream shop, Always Summer Ice Cream Cafe, has opened to the left of the Rite Aid front entry. City staff is quickly working to complete permitting for the installation of facade signage for the new shop.

What's happening at the future Lakefront Park property?

The 2025 Winter Project update has been posted to the website. Visit the following link to learn more about recent developments and view new photos of the park:

<https://lfplakefrontpark.com/projectupdates>

If you've passed by the lakefront property this fall, you may have noticed changes on the site. Specifically, a few of the buildings have been deconstructed, and a new fence and gate have been installed. View the virtual tour and updated pictures on the project website here:

<https://lfplakefrontpark.com/virtualtour>

The City and its consultant team are advancing design work and applying for permits. Over the next several months, updates will continue to be added to the project website.

Public Works

Material Bin Project, Public Works Operations

- Contractor work began March 24

Roundabout

- Advertisement Date 4/15

- ROW property acquisitions:

- 2 (of the 8) owners will be signing this week
- Negotiations are ongoing for 4
- 2 will sign after further review

- KBA will be providing construction management for the project with TSI as on-call, these contracts will be brought to Council for review 4/10 and 4/24

Beach Drive Lift Station

- We will be hosting a Public Meeting for the project at City Hall on Tuesday 3/25 6-7pm
- Drilling will take place on Beach Drive 3/27 and 3/28

PD Lockers

- Locker installation going on now, will be complete by Friday 3/28

35th Ave Drainage

- Project complete and contractor paid

L90 Culvert

- Working towards 60% design and permit application submission

NPDES

- Lake Forest Park is hosting the upcoming April 8 Lake Ballinger McAleer Creek Forum meeting and one of the presentations will be Vice Chair Traci Furutani and Brian Saunders speaking on the Lake Forest Park Stewardship Foundation Stewardship Stream Initiative
- Working on yearly NPDES report due at the end of March

EV Chargers

- Project is cancelled but Finance approved current ~\$200k budget to be used for design (shelf ready)
- We put out an RFQ and got one SOQ from HDR, will ask for scope/fee and bring to Council

TC2BGT Connector

- Project is working towards 30% design completion (shelf ready)

Human Resources

- **AWC WellCity Recognition:** The City earned the 2025 WellCity distinction from AWC Trust again this year to receive a 2% premium discount on our medical premiums next year. A big thank you to our employees who participated in last year's wellness activities to help us achieve the WellCity recognition and premium discount again.
- **"Civilian Response to Active Shooter Events (CRASE)" Employee Training:** Employees were encouraged to attend CRASE training this month. Cmdr. Zanella presented this two-hour class, which focused on the history and prevalence of active shooter events, civilian response options, medical issues, tactics, etc. Cmdr. Zanella did a great job providing this useful information to the group.
- **A "Snapshot" into Recruiting:**
 - Number of applications reviewed by HR between January 1 – March 12, 2025: **520**
 - Number of phone interviews conducted by HR between February 21 – March 13, 2025: **37**
 - Number of positions filled between March 1 – March 13, 2025: **5**

- Number of vacancies currently recruiting for as of March 13, 2025: 6 (does not include entry level police officers)

Finance/Information Technology Department

The Finance Department has been cross-training as the duties within the Finance Specialist and Accounting Clerk are all currently shifting roles. Previously, when the proposal was to transition into two Finance Specialists from the previous structure for the Finance Department, the main goal was to incorporate cross-training, backups for all duties within the department that are time-sensitive, and standard operating procedure binders for all the routine operations within the department. As the Director, that was the goal, and now the cross-training backup goal is currently being implemented within the department.

As a department, we are working to finalize the Adopted 2025-2026 Biennial Budget document, which will be posted on the City's website as soon as it has been completed. The Washington State Annual Report is also in the works for 2024, as the City by RCW has 150 days to complete the report following the close of the fiscal year, which follows a calendar year. The Accounting Supervisor and the Finance Director are the two positions that work to complete the annual report as a team.

Following the *Human Resources Snapshot*, hiring new employees creates onboarding responsibilities for both the Information Technology and Payroll Departments. These responsibilities ensure that new employees are set up with appropriate system access and are entered into our financial system accurately. The Information System Manager recently completed installing wi-fi out at the Public Works office and has been supporting the Municipal Court's office rearrangement with the additional staff being hired to support the Traffic Safety tickets.

Municipal Services Department

Passport Services

During the month of January, we processed 497 passports with 331 photos, generating a total revenue of \$24,015. In comparison, in January 2023, the revenue was \$15,600.

During February, we processed 389 passports with 278 photos for a total revenue of \$19,175. By comparison, in February 2023, there was a revenue of \$19,090.

Month	Passport Revenue	Photo Revenue	Total
January	\$17,395	\$6,620	\$24,015
February	\$13,615	\$5,560	\$19,175

We recently hired two new Saturday Passport Agents, so we will again have three agents on Saturdays to accommodate more people wanting to obtain their passports. There has been a

high demand in late 2024 and early 2025, and with the additional passport agents, we hope to meet the demand.

Records Requests

For 2024, 322 police department record requests were fulfilled, with over 160 hours of staff time spent on them. For regular public records requests, 151 were made, with staff time being over 407 hours spent on them. All records requests from 2024 have been completed.

Bike Lockers

Working with King County Metro and Sound Transit, the bike lockers in front of Starbucks will soon be replaced with on-demand lockers. The current lockers are in bad condition, so it was time to replace them.

III. Council Information

IV. Response to Citizen and Council Comments

I. Contract Reporting

The following contracts were administratively approved:

- King County Solid Waste Division: IAA for 2025 Waste Reduction & Recycling Grant Program, \$10,000
- King County Hazardous Waste Management: Local Hazardous Waste Management Program Grant, \$11,899.04
- LFP Police Guild: MOU – Drone Program Impact Bargaining

II. Legislative Update

V. Community Events



Save The Date!

You are invited to the LFP Green Fair, March 29!

When?!
**Saturday,
March 29, 2025
10 AM to 2 PM**

Where?!
**Third Place Commons
17171 Bothell Way NE
Lake Forest Park WA 98155**

**Learn,
Have Fun,
& Go Green for FREE!!**

Vendors from all different backgrounds will be in attendance supplied with giveaways and able to answer your questions!

Learn to save the Planet

Reduce, Reuse, Recycle, & Be Green!



Sponsored By:
 King County
as part of the **Local Hazardous Waste Management Program**
in King County

LFP's Annual Green Fair is THIS Saturday, March 29, 2025, from 10:00 a.m. to 2:00 p.m. at Third Place Commons!

All are welcome and invited to attend this free event, bring your friends, neighbors, and family to come on down for some fun, learn something new, and take home some giveaways! Get all your green gardening questions answered, recycling tips from Republic Services, Tree questions answered by our City Arborist. Learn about NE Seattle and Shoreline Tool Library sustainable resources and classes, and much more!!

We look forward to seeing you March 29!!

<https://www.facebook.com/share/p/1BzbDUSLw7/>

Arbor Day Celebration

Join your Lake Forest Park community in celebrating
Arbor Day at Horizon View Park.

1:00 PM – A preview of a new art installation planned
for the park presented by organizers of the annual LFP
Secret Garden Tour and Plant Sale.

1:30 PM – A status report on planning for the new
lakefront park presented by the LFP Parks
and Recreation Board.

1:45 PM – A guided walk to learn about the trees in the
park, led by Prof. Dick Olmstead of the LFP Tree Board.



Sunday April 27 in Horizon View Park
All are welcome!

LFP Arbor Day Celebration at Horizon View Park - April 27th 1:00PM!

Join us in celebrating Arbor Day at Horizon View Park, April 27th, 2025, starting at 1:00PM, hosted by the LFP Tree Board! Start the day off with previewing and learning about the new art installation project for Horizon View, fundraised and organized by the LFP Secret Garden Tour & Market. Following, the LFP Parks and Recreation Advisory Board will share a status update on the new Lakefront Park. Ending the afternoon with a guided walk to learn about the trees in the park, starting at 1:45PM, led by Professor Dick Olmstead of the LFP Tree Board!

Bring your neighbors and friends, and enjoy a nice Arbor Day Sunday at Horizon View Park!



9th Annual Pack the Park Fun Run Returns May 10, 2025, with Exciting New Features!

Grab your capes and your friends to join in for a 5K around Lake Forest Park. This year the funds collected will benefit the Third Place Commons Farmer's Market Bucks program and the Shoreline School District Angel Fund-which pays off negative school lunch balances. After our 5K Fun Run/Walk, join us in the park for food, games and the rocking sounds of Lago Vista Social Club. It's fun for all!

Sign up here!: <https://runsignup.com/Race/WA/LakeForestPark/PackThePark5kFunRun>

VI. Upcoming City Sponsored Events

III. Meetings Calendar

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

April 1, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[Tree Board Meeting \(hybrid meeting\)](#)

April 2, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[Planning Commission Meeting \(hybrid meeting\)](#)

April 8, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[City Council Work Session \(hybrid meeting\)](#)

April 10, 2025, 6:00 PM - 7:00 PM City Hall and via Zoom

[More Details](#)

[City Council Regular Meeting \(hybrid meeting\)](#)

April 10, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[Climate Policy Advisory Team Meeting \(hybrid meeting\)](#)

April 15, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[City Council Budget & Finance Committee Meeting \(hybrid meeting\)](#)

April 17, 2025, 6:00 PM - 7:30 PM City Hall and via Zoom

[More Details](#)

[Parks and Recreation Advisory Board Meeting \(hybrid meeting\)](#)

April 22, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[City Council Regular Meeting \(hybrid meeting\)](#)

April 24, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[City Council Committee of the Whole Meeting \(hybrid meeting\)](#)

April 28, 2025, 6:00 PM - 7:30 PM City Hall and via Zoom

[More Details](#)