



# CITY OF LAKE FOREST PARK CITY COUNCIL COMMITTEE OF THE WHOLE MEETING

Monday, October 21, 2024 at 6:00 PM

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

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## INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY:

Join Zoom Webinar: <https://us06web.zoom.us/j/81709380902>  
Call into Webinar: 253-215-8782 | Webinar ID: 817 0938 0902

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

### HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

The meeting is being recorded.

### HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

## AGENDA

1. CALL TO ORDER
2. PUBLIC COMMENTS

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

### 3. DISCUSSION ITEMS

- A.** The 2024 Lake Forest Park Comprehensive Plan Update.
- B.** Resolution 24-1973/Approving the Liz Loomis Public Affairs Professional Services Agreement for Levy Lid Lift Consulting Services
- C.** Resolution 24-1974/Authorizing the Mayor to Sign a Professional Services Agreement with Transpo Group USA, Inc. for a Traffic Safety Study

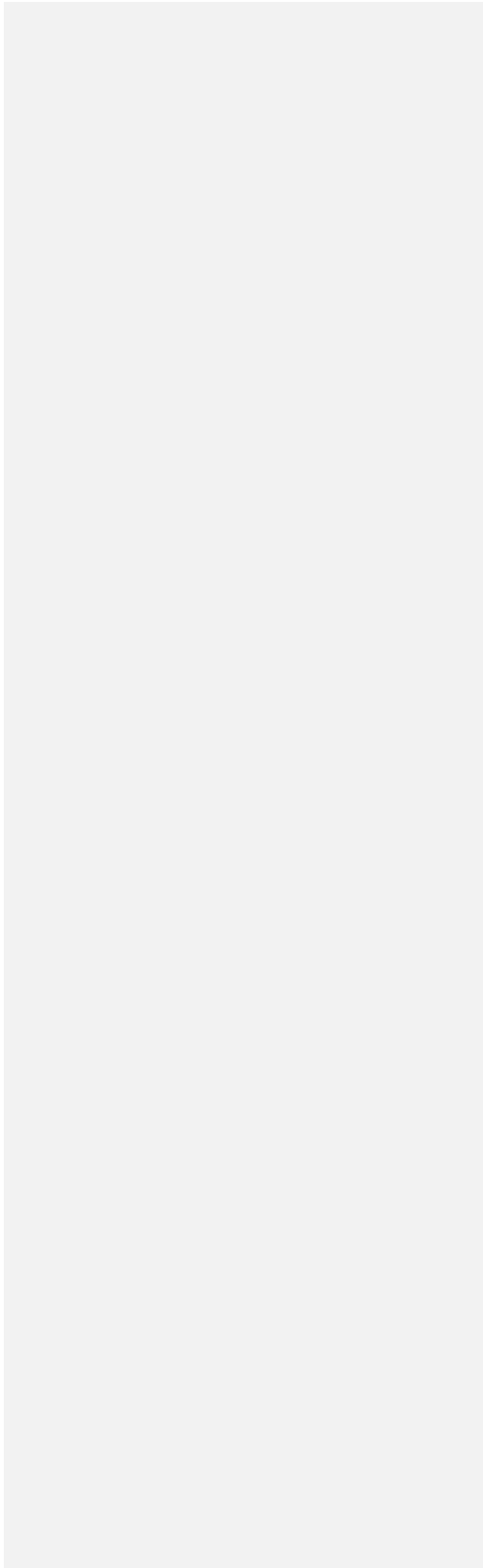
### 4. ADJOURN

#### FUTURE SCHEDULE

- Thursday, October 24, 2024, 6:00 p.m. City Council Special Work Session – *hybrid meeting (City Hall and viz Zoom)*
- Thursday, October 24, 2024, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*
- Thursday, November 4, 2024, 6:00 p.m. City Council Special Meeting – *hybrid meeting (City Hall and viz Zoom)*
- Thursday, November 7, 2024, 7:00 p.m. City Council Special Meeting – *hybrid meeting (City Hall and viz Zoom)*
- Monday, November 11, 2024, Veteran’s Day – City Offices Closed
- Thursday, November 14, 2024, 6:00 p.m. City Council Work Session – *hybrid meeting (City Hall and viz Zoom)*
- Thursday, November 14, 2024, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*
- Thursday, November 28, 2024, Thanksgiving Day – City Offices Closed
- Friday, November 29, 2024, Native American Heritage Day – City Offices Closed

*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.*

# H: Housing



## Introduction

The Housing Element addresses the preservation, improvement, and development of housing; identifies land to accommodate different housing types; and makes provisions for the existing and projected housing needs of all economic segments of the community. Lake Forest Park's housing element ensures that there will be enough housing to accommodate expected growth in the city, and the variety of housing necessary to accommodate a range of income levels, ages, and special needs. At the same time, the element seeks to ensure new housing is consistent with existing neighborhood form and scale by including policies that will keep new development compatible.

Recognizing that housing is an issue in which multiple interests need to be balanced—including environmental conservation, demographic characteristics, and affordability—the Housing Element is supported by the Housing Element Background Analysis (Volume II). This analysis is covered in detail in the Background Analysis, and reviews existing and projected housing needs and the housing inventory necessary to accommodate projected growth. This analysis prompts the City to consider the needs of current and future residents, which in turn informs policies that shape the current and future zoning and development standards. Information included in the Background Analysis includes:

- **Planning context** — a summary of state and regional framework for housing planning
- **Who we are** — demographic characteristics and trends
- **Where we live** — what kind, how much and where is our housing
- **Forecast of future needs**

**Commented [CH1]: Comment:** Is "identifies land to accommodate different housing types" a land use topic?

**Commented [DF2R1]: Response:** Land use and housing are intimately linked, especially under the new GMA planning requirements for housing which require even more thorough land capacity analysis for different housing types that meet housing needs by income.



## Goals and Policies



### Goal H-1: Housing Supply and Diversity

Ensure that Lake Forest Park has sufficient quantity and variety of housing types to meet projected growth and needs of people of all income levels and demographic groups.

**Policy H-1.1:** Promote fair and equitable access to housing for all persons, regardless of lived experience.

**Policy H-1.2:** Provide an adequate supply of land through zoning and development regulations to meet the City's housing growth target, as established in the King County Countywide Planning Policies, for moderate-, low-, very low-, and extremely low-income households as well as emergency housing, emergency shelters, and permanent supportive housing.

*Adopted and ratified in 2021, and amended in 2023, the King County Countywide Planning Policies (CPPs) provide a countywide vision and serve as a framework for each jurisdiction to develop its own comprehensive plan. As updated from the CPPs, the **Lake Forest Park growth targets are 870 housing units and 550 jobs by 2044, with other targets for housing needs by income and special needs.***

**Policy H-1.3:** Increase the variety of residential densities and housing types allowed throughout Lake Forest Park's residential areas to meet the needs of people of all incomes and life stages and increase access to housing for both renters and homeowners.

**Policy H-1.4:** Consider the impact of land use policies and regulatory decisions on housing capacity and diversity, and regularly monitor and assess existing and projected housing needs, gaps in partnerships, policies and dedicated resources for meeting housing needs of all segments of the population.

**Commented [CH3]: Comment:**  
a. H-1 covers the availability of quantity and variety of housing stock (Housing supply and diversity). The Policies are less specific to housing stock. I think some policies should move, change, or be revised to better fit the Goal.  
b. H-2 covers the physical form of individual parcels and how different forms are to be allocated to different parts of the city through land use codes.  
c. H-3 covers Affordable housing focused on low income housing.  
d. H-4 covers housing design that does provides for different physical needs of residents.  
e. H-5 indicates a coordinated approach to between housing needs and City policies and regulations

**Commented [DF4R3]: Response:** Policies under H-1 have largely been updated to focus on increasing the diversity in supply, i.e., housing stock, of various housing types to meet the needs of a diverse population across incomes, ethnicity and race. Are there any specific policies that are considered out of place or in need of moving?

**Commented [CH5]: Comment:** This is a Land Use policy.  
**Response:** There is some overlap between land use and housing in this policy. This is appropriate here because it speaks to housing supply by income level.

**Commented [CH6]:** Keep proposed language

**Commented [CH7]:** Keep proposed language





**Policy H-1.5:** Encourage a variety of housing types that respond to the diverse needs of different household sizes, incomes and ages, including accessory dwelling units (mother-in-law units), duplexes, townhouses, small apartments, and other types of middle housing. Promote infill development of compact middle housing types as a means of meeting a more diverse range of housing needs while protecting environmentally sensitive areas.

*Middle housing means buildings that are compatible in scale, form, and character with single-unit dwellings and contain two or more attached, stacked, or clustered homes within a development site to preserve sensitive natural features, open spaces, or other important characteristics while increasing housing opportunity and choice.*

**Policy H-1.6:** Encourage opportunities for multi-unit and mixed-use development in areas where a mix of commercial and residential uses would increase access to economic opportunity and services, including transit-oriented development near planned or existing transit-stops and along transit corridors.

**Policy H-1.7:** Create opportunities for a variety of housing types, sizes, and affordability levels while recognizing throughout the city that address historic inequities in access to homeownership options/opportunities for Black, Indigenous and People of Color communities of color.

**Policy H-1.8:** Allow for flexibility in zoning and development regulations to encourage a variety of housing types that respond to the diverse needs of different household sizes, incomes and ages, including accessory dwelling units (mother-in-law units), duplexes, townhouses, small apartments, and other types of middle housing.

**Policy H-1.9:** Continue to ensure that manufactured housing, as defined in the current building code, is allowed in all residential zones and regulated the same as stick-built housing.

**Policy H-1.10:** Adopt policies and continuously evaluate strategies that promote equitable development, mitigate displacement of low-income households and address impacts of past and present racially exclusive and discriminatory policies and practices.

**Commented [CH8]:** Comment: Is "small apartments" the correct terminology? Could they be condos, etc.?

**Commented [DF9R8]:** Response: A more technical term could be multiplex or stacked flats, though small apartments may be easier to understand.

**Commented [CH10]:** Per comments, combined 1.8 and 1.5 as shown.

**Comment:** I'm not sure what is meant by flexibility in regulations. Does that mean that we should have a variety of regulations for different zones, but each regulation is strict? Or that the regulations should be written so that staff can make exceptions to them if they feel it would be appropriate? I'm more supportive of the former than the latter.

**Response:** "Flexibility" in regulations could mean many things, but ultimately boils down to finding ways to reduce barriers to developing a variety of housing types. For example:

- Allow a greater range of middle housing types in various residential zones
- Allow clustering, which preserves density and reduces setbacks in exchange for environmental preservation
- Allow administrative adjustments to dimensional development standards in certain circumstances
- Allow expansion of nonconforming structures in certain circumstances

**Commented [DF11R10]:** Response: Another meaning of flexibility is the possibility of moving towards a more form-based development code which could allow for more flexibility in densities

**Commented [CH12]:** Keep proposed language to support BIPOC communities

**Commented [CH13]:** Comment: How is this different from 1.10?

**Response:** 1.7 speaks to creating opportunities for homeownership. 1.10 speaks to a regular review

**Commented [CH14]:** Comment: Do we need to include more general language beyond Black, Indigenous, and People of Color?

**Commented [CH15]:** Keep proposed language

**Commented [CH16]:** Comment: Given the reasoning SCJ gave for retaining the policy as proposed, we could go another step and add "Statutorily remove references to racial and ethnic

**Commented [CH17R16]:** Hyperlink: <https://www.stoel.com/insights/publications/new-washington-law-allows-removal-of-racist-covena>



## Goal H-2: Neighborhood Form and Scale

Complement and enhance the form and scale of the City's residential neighborhoods while meeting the housing needs of existing and future residents.

**Policy H-2.1:** Incorporate clear and predictable site standards, landscaping, and building design guidelines, and environmental requirements into land use regulations that integrate infill development with consideration to form and scale that complement surrounding uses without creating additional barriers or increased costs to new housing development.

*Infill development is the process of developing vacant or under-used parcels within a surrounding area that is already largely developed.*

**Policy H-2.2:** Promote residential neighborhoods that protect and promote quality outdoor spaces and contribute to an equitable distribution of parks and open space throughout the city.

**Policy H-2.3:** Develop/Consider guidelines for transitions and buffers that integrate and connect higher intensity uses with surrounding development to enhance a sense of community in neighborhoods.

**Policy H-2.4:** Enhance the condition of neighborhoods by supporting the maintenance and improvement of existing housing through both public and private investment.

## Goal H-3: Housing Affordability

Provide a range of housing opportunities to promote access to housing that is affordable, accessible, healthy, and safe to people of all economic segments.

*Affordable housing is generally defined as costing no more than 30% of gross household income. It also refers to income-restricted subsidized housing that meets the needs of low-income households. Additional information is provided in the Housing Element Background Analysis in Volume II.*

**Policy H-3.1:** Collaborate with public and private partners to preserve existing affordable housing and expand access to both rental and ownership forms of affordable housing in a wide variety of locations, types, and sizes. Invest into neighborhoods with existing affordable housing stock to enhance access to opportunity and services.

**Policy H-3.2:** Promote incentives to increase the supply of long-term income-restricted affordable housing for extremely low-, very low-, and low-income households, including regulatory

**Commented [CH18]:** Comment: Add a new policy around incorporating regulations to minimize the effect of extensive investment (non-rental) property ownership and short term rentals yielding an unrealistic view of vacant/available rental housing.

**Commented [DF19R18]:** Response: This policy may make more sense under Goal H-3, as it focuses more on housing affordability and access, while H-2 if more about the built form of housing.

**Proposed Policy H-3.12:** Explore the regulation of short term rentals to reduce the impact on the vacancy and availability of rental housing.

**Commented [CH20]:** Comment: What would "enhance" look like?

**Commented [DF21R20]:** Response: In the context of the following policies, enhance could be related to improved predictability around the form and scale of new housing, improved outdoor space, improved ...

**Commented [CH22]:** Comment: Is it even possible to add requirements and not create additional barriers or add cost to new housing development? ...

**Commented [CH23]:** Comment: I strongly support keeping the proposed language. Something I've spoken about at council meetings is how our park ...

**Commented [CH24]:** Comment: Not sure what specific actions would come from this policy? Can you provide examples? ...

**Commented [CH25]:** Comment: Where would buffers be? For example, I would support buffers between residential and commercial uses. But I ...

**Commented [CH26]:** Comment: Define "higher intensity uses."

**Commented [DF27R26]:** Response: In this context, "higher intensity uses" refers to multistory development that is either commercial or residential ...

**Commented [CH28]:** Comment: Consider deleting or revising.

**Commented [CH29]:** Comment: Missing policies? ...

**Commented [DF30R29]:** Proposed Policy H-2.5: Promote housing that reflects varied architectural ...

**Commented [CH31]:** Comment: The policies are focused primarily on low income affordable housing. We should add policies for Attainable Housing (at ...

**Commented [DF32R31]:** Response: Policies under Goal H-1 focuses on middle housing and incorporation of a greater variety of housing types ...

~~requirements for multi-family housing and tax incentives. Implement and promote incentives to increase the supply of long-term income-restricted affordable housing for extremely low-, very low-, and low-income households through density bonuses, height increases, tax incentives, and simplified and streamlined design requirements.~~

**Policy H-3.3:** Support and collaborate with non-profit and community-based organizations, such as community land trusts, and other local and regional partners that fund, construct, and manage income-restricted affordable housing.

**Policy H-3.4:** Encourage the development and preservation of income-restricted affordable housing near community amenities and services, particularly within walking distance to planned or existing high-capacity and frequent transit.

**Policy H-3.5:** Expand access to both rental and ownership forms of affordable housing in a wide variety of locations, types, and sizes to reduce disparities in access to housing and neighborhood choices.

**Policy H-3.6:** Encourage energy efficient design features in new affordable housing units.

**Commented [CH33]:** Consider deleting

**Policy H-3.7:** Connect residents to community-based organizations and programs providing information on affordable housing, financial literacy, and homeownership counseling.

**Policy H-3.8:** ~~Continue to consider the impacts of City regulations on housing costs and supply, as well as strategies to address impacts and overcome barriers, to encourage housing opportunities that are available and accessible. Evaluate the impacts of City regulations and policies on housing costs and supply, including development standards and regulations, permitting fees and timelines, and parking requirements, and develop strategies to address impacts and overcome barriers.~~

**Policy H-3.9:** Collaborate with regional jurisdictions to devise policies and strategies that address housing needs and funding gaps that cross jurisdictional boundaries.

**Policy H-3.10:** Work with community and regional partners, including the King County Housing Authority, to address the demand for special needs housing and affordable housing in Lake Forest Park and the surrounding area.

**Commented [CH34]:** Comment: Should this policy not address special needs housing as that is addressed in Goal H-4?

**Policy H-3.11:** Explore policies that protect enhance housing stability for renter households, ~~particularly and expand protections and supports for~~ moderate-, low-, very low-, and extremely low-income renters and renters with disabilities.

**Commented [DF35R34]:** Response: Many of the same partners that LFP may work with on affordable housing also can provide support for special needs housing. If seen as necessary, a similar policy could be added to Goal H-4 focused solely on special needs housing, while leaving H-3.10 solely focused on affordable housing.





## Goal H-4: Special Needs

**Encourage and support a variety of housing opportunities for those with special needs, including older adults, people with disabilities, and the homeless.**

**Policy H-4.1:** Support measures that allow those with special needs residents to remain in the community as their housing needs change, including connecting them with available services and benefits.

**Policy H-4.2:** Explore creating incentives to encourage universal design to maximize building lifecycle and accessibility.

*Universal design is the design of products and environments to be usable by all people, to the extent possible, without the need for specialized adaptation. Examples of universal design in a house could include wide doors, elimination of entrance steps, or electrical outlets installed higher up from the floor.*

**Policy H-4.3:** ~~Support housing opportunity for special needs population in a variety of locations, including permanent supportive housing and emergency shelters, with a focus on high opportunity areas with access to transit and services, jobs, and medical care. Ensure development regulations support housing opportunity for special needs populations in a variety of locations, including permanent supportive housing and emergency shelters, with a focus on high opportunity areas with access to transit and services.~~

**Policy H-4.4:** ~~Incentivize Support~~ the location of special needs housing throughout the city, with a focus on areas near services and public transportation to promote access to jobs, medical care, social contacts, and other necessities.

**Policy H-4.5:** Partner with public and private partners to preserve existing affordable housing, and prioritize the use of resources to support housing services for people experiencing homelessness, those that are temporarily in need, and others with disproportionately greater housing needs.



## Goal H-5: Internal Consistency

**Balance and maintain consistency between housing needs and related City policies, including land use, environmental preservation, human services, and economic development.**

**Commented [CH36]:** Comment: Titriling this Goal "Special Needs" doesn't feel quite right. Historically special needs meant people with disabilities. Is there other language available? Inclusive Housing? Adaptive Housing? Universal Housing? Maybe "Special Need Populations"

**Comment:** Include reference to those who temporarily have special needs (surgery recovery, caregiving for an ill/injured family member, end of life care, etc.)

**Commented [DF37R36]:** Response: Special needs is utilized under both state and regional policy to cover a broad spectrum of the population that has special needs for their housing, not only people with disabilities.

**Response:** Added language to H-4.5 to cover temporary needs.

**Commented [CH38]:** Comment: Replace "those with special needs" with "residents" to emphasize it's the housing needs that are changing and not focusing on the person.

**Commented [DF39R38]:** Response: Changed

**Commented [CH40]:** Comment: I oppose incentivizing locating housing or special need (or whatever we call them) populations in specific areas as many of those residents can live happily in a quiet residential suburb, if they can drive a wheelchair accessible vehicle, are able bodied family members caring for family with needs, etc. Can we say "Support locating housing throughout the City with a focus on areas with access to jobs, medical area, social contacts, and other necessities?"

**Commented [DF41R40]:** Response: Added language about location throughout the city, though regional policy guidance implies a focus on special needs housing specifically, in particular those serving the homeless or in need of permanent support services, in close proximity to services and public transportation. Language supporting this policy remains for consideration.

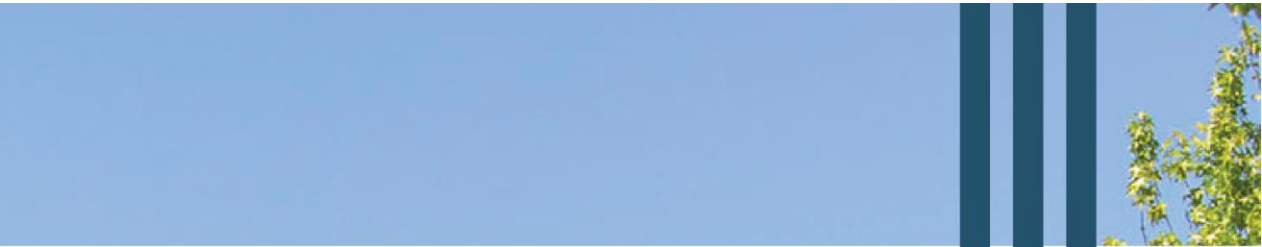
**Commented [CH42]:** Keep proposed language

**Policy H-5.1:** Provide physical infrastructure and amenities to support vibrant residential neighborhoods, consistent with adopted land use designations.

**Commented [CH43]:** **Comment:** Consider deleting.

**Comment:** I don't understand what this policy is. And it seems a bit strange to have a goal with only a single policy.

**Response:** This is a holdover from the 2015 plan. It is appropriate to require concurrent provision of services and amenities as a matter of policy. These could be incorporated into H-1 and/or H-2.



# Lake Forest Park Comprehensive Plan Emergency Housing Land Capacity and Code Changes

Date September 4, 2024  
To Mark Hofman, City of Lake Forest Park  
From Andrew Oliver and David Fiske, Leland Consulting Group  
CC Cristina Haworth, Otak

## Background

RCW 36.70A.070(2)(c) requires that, in addition to land capacity for permanent housing, jurisdictions also show sufficient land capacity for their allocations of emergency housing as part of their comprehensive plan updates. This section outlines considerations for potential code updates required by Lake Forest Park, as well as an analysis of potential capacity for emergency housing based on those code changes.

## Zoning Update Considerations

Currently, Lake Forest Park’s municipal code does not explicitly allow emergency housing, emergency shelter or permanent supportive housing. Per changes made to state law in 2021 (RCW 35.21.683 and RCW 35A.21.430), “city codes cannot prohibit indoor emergency housing or indoor emergency shelters in areas where hotels are allowed unless the community has already permitted such development in more than 50% of their zones within one mile of transit. Cities must also allow permanent supportive housing and transitional housing in all areas zoned for hotels and all areas zoned for residential dwellings.” Cities must also allow Permanent Supportive Housing (PSH) in all residential zones. Cities are also prohibited from imposing most spacing, intensity, and occupancy limits on these housing types. **Therefore, Lake Forest Park will need to make revisions to its code to allow these uses.**

Commerce’s recent **STEP Model Ordinance, User Guide, and Best Practices Report** (July 2024) contains background, model code language, and definitions which can assist the city in making the necessary code changes. The Commerce guidance contains code-ready definitions of “emergency housing,” “emergency shelter” and “permanent supportive housing”, as well as a wealth of background information and best practices for consideration. LCG recommends the City consult this document to assist in updating the specific definitions and code language around these uses.

In Lake Forest Park, hotels are currently allowed in the CC zone, and “temporary lodging” (which has the same definition as a hotel per LFPMP 18.08.352) is allowed in the TC zone. The CC zone is comprised of only one fully developed parcel, and the TC zone comprises the city’s Town Center area. Because development of emergency housing in the CC zone is essentially impossible, and the TC zone has already undergone an extensive planning process envisioning a mixed-use development, it is unlikely that emergency housing or shelter will develop in either of these areas. However, LCG recommends that the city add emergency housing and emergency shelter to the use tables for these zones to comply with state law. Additionally, LCG recommends that the city consider allowing these uses in the SG-C zone, a zone where multifamily development is allowed and where the Land Capacity Analysis conducted as part of the Comprehensive Planning process has found a reasonable amount of potential redevelopable parcels. The proximity to transit, to denser areas in Seattle, and to an area where the City already envisions future potential for multifamily development make the SG-C zone a logical place to allow emergency housing and emergency shelter, should the demand arise for such a facility in the City.

## Land Capacity for Emergency Housing

As part of Lake Forest Park’s housing allocations through the HB 1220 process, as determined by King County and set forth in the 2021 King County Countywide Planning Policies (amended August 15, 2023), Lake Forest Park must show land capacity for 166 emergency shelter beds. Since emergency housing and emergency shelter are currently not allowed in any zones, the current capacity in the city is 0 beds. In order to assess potential compliance with this requirement, LCG analyzed the potential for emergency housing in two zones: TC (since hotels are allowed in this zone) and SG-C (potentially a more logical place for emergency housing as discussed in the previous section of this memo). Although hotels are allowed in CC, this zone was not analyzed since the only parcel with this zoning designation is fully developed. This analysis was based on the Emergency Housing Land Capacity Analysis Option B (assumed density method) as outlined on pp. 44-48 of the WA Department of Commerce’s “Guidance for Updating Your Housing Element” (August 2023).<sup>1</sup>

Per Commerce guidance, this analysis considers parcels which were classified as “Vacant” or “Redevelopable” in the overall land capacity analysis conducted by LCG as part of this comprehensive plan update. This analysis assumed that Lake Forest Park will not adopt any intensity or spacing regulations on emergency housing or shelter.

**Commented [A01]:** Add citation to whatever appendix that ends up in

The analysis first takes the developable acreage (outside of critical areas) from the TC and SG-C zones, and then multiplies this acreage by a density assumption for potential emergency shelters, measured in beds per acre. The density assumption is based on a combination of prototypes drawn from the Commerce guidebook which most closely match staff expectations for the types of potential emergency housing that could be developed in Lake Forest Park under current zoning. Details and densities on the prototypes used and the percentage of each prototype used in generating the average density assumption of 31 beds per acre are shown below.

Figure 1. Density Prototypes for Lake Forest Park Emergency Shelter Land Capacity Analysis

Name	Location	Context	Zoning	Details	Density			
					Beds	Acres	(beds/acre)	Percentage
Tri-City Union Gospel Mission	Pasco	Urban	Light Industrial	1 story, parking, open space	162	6.30	25	50%
Serenity of House of Clallam County	Port Angeles	Suburban	Residential Moderate Density	Clustered 2 story buildings, parking, open space	70	1.89	37	50%

Source: WA Department of Commerce, Leland Consulting Group

Applying this density assumption to the available acreage by zone results in a capacity for 908 beds on vacant and redevelopable parcels in zones where emergency housing is allowed in Lake Forest Park, as broken down below in Figure 2.

Figure 2. Potential Emergency Shelter Capacity by Zone in Lake Forest Park with Proposed Changes, 2020-2044

Zone	Net Acres	Beds / Acre	Emergency Shelter
			Bed Capacity
SG-C	11.7	31	363
TC	17.6	31	545
<b>TOTAL</b>	<b>29.3</b>		<b>908</b>

Source: WA Department of Commerce, City of Lake Forest Park, Leland Consulting Group

<sup>1</sup> <https://deptofcommerce.box.com/s/1d9d517g509r389f0mjpowh8isjpirlh>



Lake Forest Park's target for emergency housing is 166 beds. Therefore, if emergency housing and emergency shelter were allowed in these zones, the city would have a surplus capacity of 742 shelter beds for the 2020-2044 planning period, as shown below in Figure 3.

Figure 3. Emergency Shelter Capacity and Target in Lake Forest Park, 2020-2044

Total Emergency Shelter Need (Beds)	Total Emergency Shelter Capacity (Beds)	Surplus/ Deficit
166	908	742

Source: King County, WA Department of Commerce, City of Lake Forest Park, Leland Consulting Group

Note that based on this analysis, the city could satisfy its emergency housing allocation by allowing these uses in **either** the TC or SG-C zones alone, or in both. However, if the City were not to allow emergency housing in the TC zone, by state law, hotels would also need to be removed as an allowed use in TC.

Commented [AO2]: @David Fiske seemed worth mentioning. We can discuss if you think we should expand upon this point. For example, if they allow it ONLY in TC, that is fine, and that's the only meaningful zone that allows hotels. However, if they DON'T want to allow it in TC and only allow it in SG-C, given their general reticence to touch TC, it seems they will also have to disallow hotels in TC....etc.

Lake Forest Park Comprehensive Plan

# Land Capacity Analysis Methodology and Results

## Land Capacity to Meet Housing and Jobs Targets, Housing Needs by Income Band, ADU and Middle Housing Capacity, Adequate Provisions

### Background

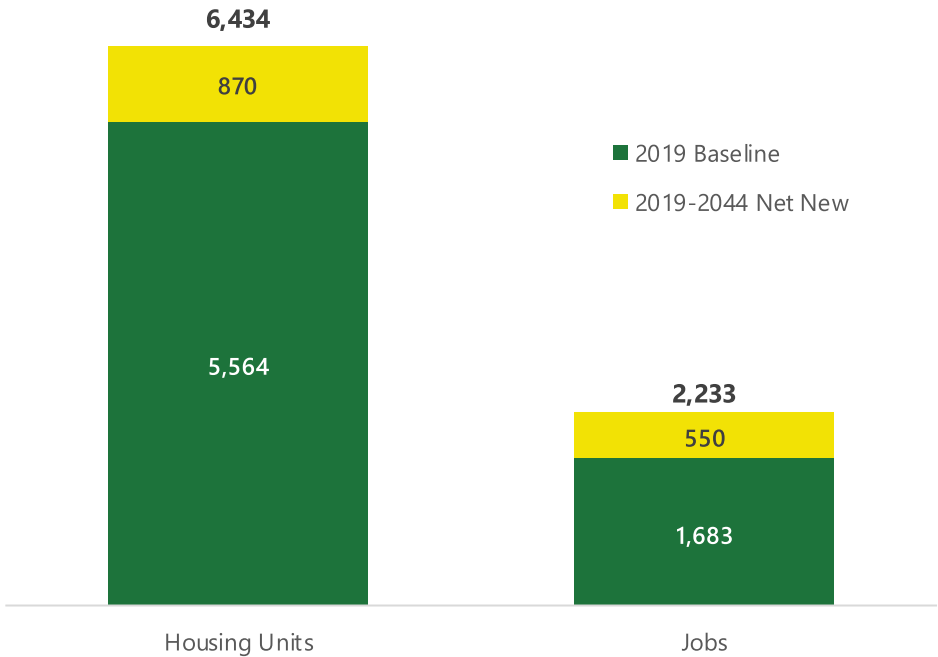
As part of Lake Forest Park’s 2044 Comprehensive Plan update, Leland Consulting Group (LCG) was retained as part of a consultant team led by SCJ Alliance to complete an analysis of land capacity for housing and jobs, including considerations of housing by income band as required by RCW 36.70A.070(2)(c) and adequate provisions for meeting all housing needs as required by RCW 36.70A.070(2)(d). This memo outlines the methodology and results of this analysis, using the process outlined in the Washington Department of Commerce’s 2023 guidebook “[Guidance for Updating Your Housing Element](#).”

### Land Capacity Analysis

#### Housing and Jobs Targets

Lake Forest Park is required to show **land capacity to meet 2019-2044 targets for housing units and jobs** based on the Washington Office of Financial Management countywide projections as allocated to jurisdictions through the Countywide Planning Policies. Figure 1 below shows Lake Forest Park’s baseline and target housing units and jobs through 2044.

Figure 1. Lake Forest Park Baseline and Target Housing Units and Jobs, 2019-2044

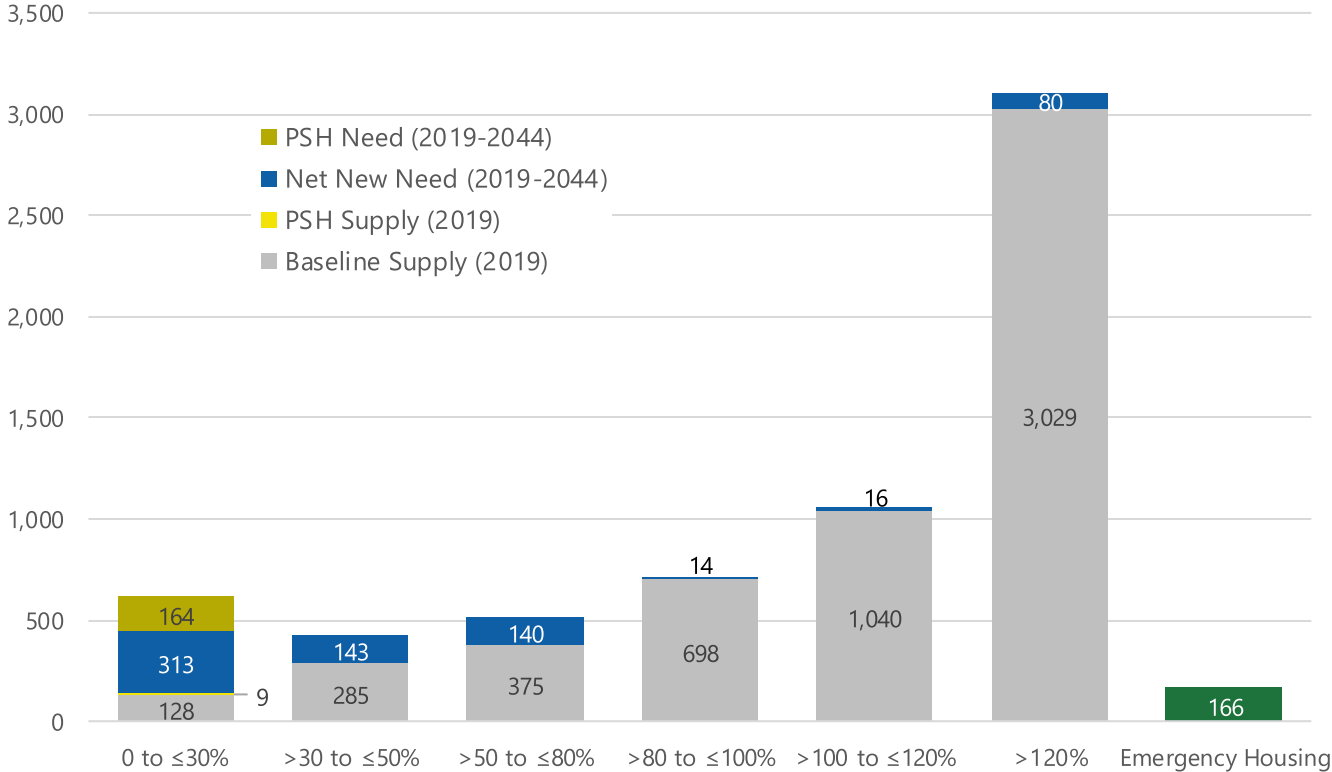


Source: 2021 King County Countywide Planning Policies (as amended 3/2023)

The housing unit baseline and targets are further broken down by what income band the housing units can serve, expressed as a percentage of the HUD Area Median Income (AMI). For reference, the AMI for King County is **\$146,500**. The AMI is determined by the U.S. Department of Housing and Urban Development (HUD), and is generally higher than the Census-reported Median Household income for a given city, since it is a countywide metric and adjusted for household size. The HUD AMI is used to determine eligibility and income limits for subsidized affordable housing units.

The housing targets for families earning under 30% AMI are broken down into permanent units (i.e. standard housing units) and permanent supportive housing (PSH), defined in the Department of Commerce guidebook as “subsidized, leased housing for people who are experiencing homelessness or are at risk of homelessness and living with a disabling condition.” Each jurisdiction also receives a housing target for emergency housing, defined as “temporary accommodations for households who are experiencing homelessness or are at imminent risk of becoming homeless.” Lake Forest Park’s housing baseline and 2044 targets by income band are shown below:

**Figure 2. Lake Forest Park Existing and Target Housing Units by Income Band, 2019-2044**

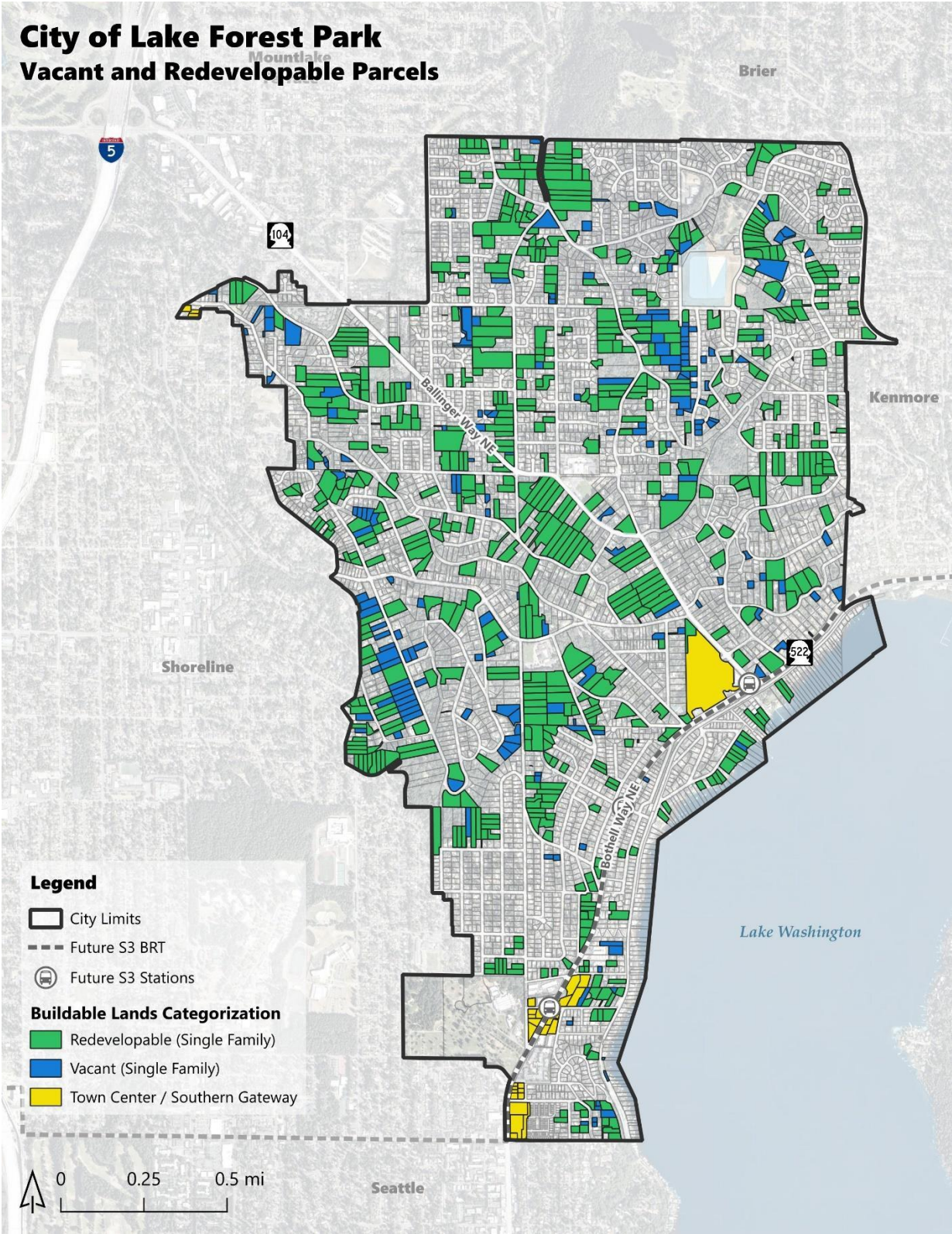


Source: 2021 King County Countywide Planning Policies (as amended 3/2023)

### Vacant and Redevelopable Parcels and Pending Development

The first step in the land capacity analysis is to determine which parcels could accommodate new development over the 20-year planning horizon. King County provided GIS data from their Urban Growth Capacity Report classifying parcels in Lake Forest Park as **vacant, redevelopable** (based on low building to land value ratio and other considerations), or **constant** (not likely to change over the next 20 years). The map of vacant and redevelopable parcels is shown below in Figure 3.

Figure 3. Vacant and Redevelopable Parcels in Lake Forest Park, 2023



Source: King County, City of Lake Forest Park, Leland Consulting Group



### Critical Areas

Lake Forest Park contains a large amount of critical areas, including steep slopes, creeks and streams and their buffers, and wetlands. Although some development may occur in these areas through the use of a Reasonable Economic Use Exemption, the constrained parcel acreage was removed for the purposes of this analysis, in order to make a conservative assumption of land capacity and ensure that Lake Forest Park can reach its housing targets without needing to develop in critical areas. The total vacant and redevelopable acreage, constrained, and unconstrained acreage by zone is shown below.

Figure 4. Critical Area Acreage by Zone in Lake Forest Park, 2023

	Gross Vacant/ Redevelopable Acres	Environmentally Constrained	Net (Unconstrained) Vacant/Redevelopable Acres
<b>Single-Family</b>			
RS-20	118	73.1	44.9
RS-15	57.4	34.7	22.7
RS-10	47.9	16.7	31.2
RS-9.6	124.9	92.3	32.6
RS-7.2	186.4	11.1	175.3
<b>Multifamily</b>			
RM-3600	0.0		
RM-2400	0.0		
RM-1800	0.0		
RM-900	0.0		
<b>Town Center / Southern Gateway</b>			
TC	17.6		17.6
SG-SFR	0.0		0.0
SG-T	0.8		0.8
SG-C	11.7		11.7
<b>Commercial</b>			
BN	2.5	1.4	1.1
<b>TOTAL</b>	<b>567.2</b>	<b>229.3</b>	<b>337.9</b>

Source: King County, City of Lake Forest Park, Leland Consulting Group

### Market Reduction Factor

Commerce’s HB 1220 guidance indicates that jurisdictions should reduce the amount of net vacant and redevelopable acreage by a reasonable amount to account for land which may not be available for redevelopment due to the need for new **right-of-way, public space, stormwater facilities, or other dedications**, as well as a reasonable estimate of the amount of land that will remain unavailable due to the **market**. The Department of Commerce suggests a minimum reduction of 15% for vacant parcels and 25% for redevelopable parcels. Using these as minimum deductions, LCG calculated an additional market factor for single-family zones based on recent development trends in each zone to arrive at a reasonable estimate of redevelopment capacity in the city without overestimating the potential for redevelopment in these zones. Larger-scale redevelopment has been envisioned through long-term subarea planning processes in both the Town Center and Southern Gateway zones. Therefore, these areas were considered redevelopable and reduced by the Commerce-recommended 25% market factor reduction. The reduction factors are shown below in Figure 5.



Figure 5. Market Factor by Zone in Lake Forest Park

	Vacant			Redevelopable		
	Gross Acres	Deduction Factor	Net Acres	Gross Acres	Deduction Factor	Net Acres
<b>Single-Family</b>						
RS-20	4.4	89%	0.5	40.5	90%	4.1
RS-15	2.8	86%	0.4	19.9	90%	2.0
RS-10	2.7	93%	0.2	28.5	90%	2.9
RS-9.6	4.4	87%	0.6	28.2	90%	2.8
RS-7.2	7.9	88%	0.9	167.4	90%	16.7
<b>Multifamily</b>						
RM-3600	0.0	15%	0.0	0.0	25%	0.0
RM-2400	0.0	15%	0.0	0.0	25%	0.0
RM-1800	0.0	15%	0.0	0.0	25%	0.0
RM-900	0.0	15%	0.0	0.0	25%	0.0
<b>Town Center / Southern Gateway</b>						
TC	0.0	15%	0.0	17.6	25%	13.2
SG-SFR	0.0	15%	0.0	0.0	25%	0.0
SG-T	0.0	15%	0.0	0.8	25%	0.6
SG-C	0.0	15%	0.0	11.7	25%	8.8
<b>Commercial</b>						
BN	0.0	15%	0.0	1.1	25%	0.8
<b>TOTAL</b>	<b>22.2</b>		<b>2.6</b>	<b>315.7</b>		<b>51.8</b>

Source: King County, City of Lake Forest Park, HUD Building Permit Data, WA Department of Commerce, Leland Consulting Group

### Housing and Job Density Assumptions

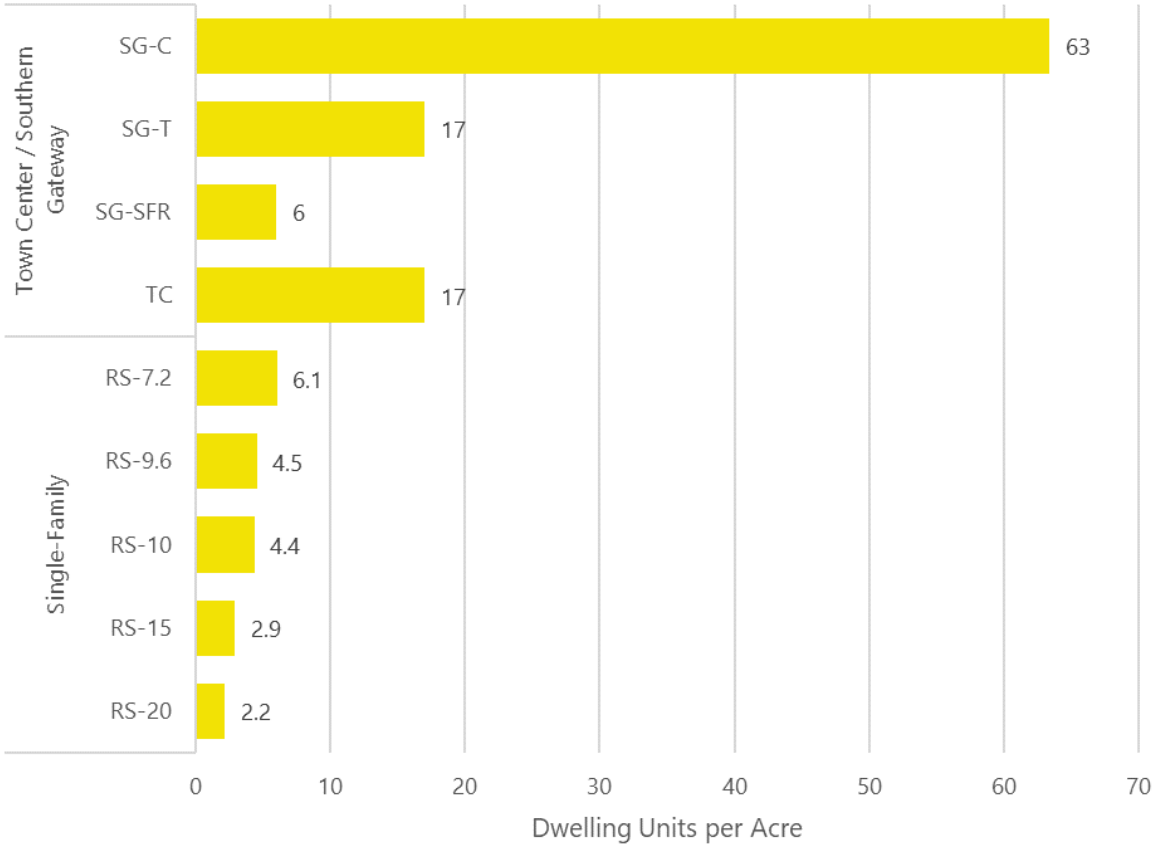
Having established the amount of available developable acreage, the next step in the analysis is to estimate the density at which that acreage could redevelop. This was calculated in different ways for single-family and multifamily development:

- Density of development in the Single-Family zones was determined by the minimum lot size in the Lake Forest Park zoning code.
- Density in the Town Center is capped at 17 units per acre by ordinance.
- Density in the Southern Gateway Transition Zone is assumed to be similar in character to the Town Center.
- In the Southern Gateway Corridor, density was calculated based on a mix of townhomes at about 25 units/acre and podium development at about 100 units per acre. Examples of these densities are shown at right for illustration of scale of development (not for architectural or design elements). The table below in Figure 7 shows the density assumptions for housing, for zones which allow housing.

Figure 6. Redevelopment Prototype Examples for SG-C Zone



Figure 7. Housing Density Assumptions for Lake Forest Park Land Capacity Analysis (units/acre)



Source: Lake Forest Park Zoning Code, Urban Footprint, Leland Consulting Group

For **employment density**, various assumptions were used for redevelopable parcels in three areas with potential for commercial development – the BN zone, Southern Gateway, and Town Center:

- In the BN zone, an assumption of **28** jobs per acre was used, based on traditional 1-story retail prototypes developed using Urban Footprint, a scenario planning tool with an extensive database of building statistics and typologies. This job density took into account the BN zone’s maximum lot coverage of 35 percent.
- For the Southern Gateway, an assumption of **33** jobs per acre was used, based on a variety of low-rise mixed-use building prototypes from the west coast, also developed using Urban Footprint.
- For the Town Center, the average of the two action alternative scenarios presented in the Lake Forest Park Town Center DEIS estimated that at full build-out, the area could contain about 256,000 square feet of commercial development (after accounting for square footage lost to redevelopment). Using the Lake Forest Park assumption of 465 square feet per job found in the 2021 King County Urban Growth Capacity Report, this would equate to **552 jobs** in the Town Center, an average of 42 jobs per acre. This job density aligns with regional mixed-use prototypes.

These housing and employment density assumptions were then applied to the net vacant and redevelopable acreage (after critical area and market factor deductions) by zone shown above in Figure 5, to determine total housing and jobs capacity. Results are discussed below after a discussion of additional ADU and middle housing capacity, which was calculated separately on a parcel level.

### Additional ADU Capacity

HB 1337, passed by the legislature in 2023, requires that cities allow two ADUs, detached or attached, on all parcels currently zoned for low-density residential (i.e. single-family). As part of this capacity analysis, LCG considered the additional housing capacity that this new legislation could create in Lake Forest Park. Parcels in the RS-20, RS-15, RS-10, RS-9.6, and RS-7.2 zones were considered for this analysis. The built square footage was first removed from the parcel acreage, and then the remaining acreage within the allowed lot coverage ratio (per the zoning code) was calculated. Critical areas were also removed for this analysis. Assuming at least 1,000 square feet would be required to construct an ADU, this resulted in a total of **2,104 parcels which have sufficient space for an ADU**. Based on Commerce guidance and regional trends, LCG assumed that 2 percent of homeowners might choose to develop an ADU over the planning horizon, resulting in an **ADU capacity of 42 units**. This would average out to about 2.1 ADUs per year, compared to 1.5 ADUs per year which have been permitted on average since 2016, according to city data. This is a reasonable increase given the forthcoming liberalization of ADU standards resulting from HB 1337.

### Additional Duplex Capacity

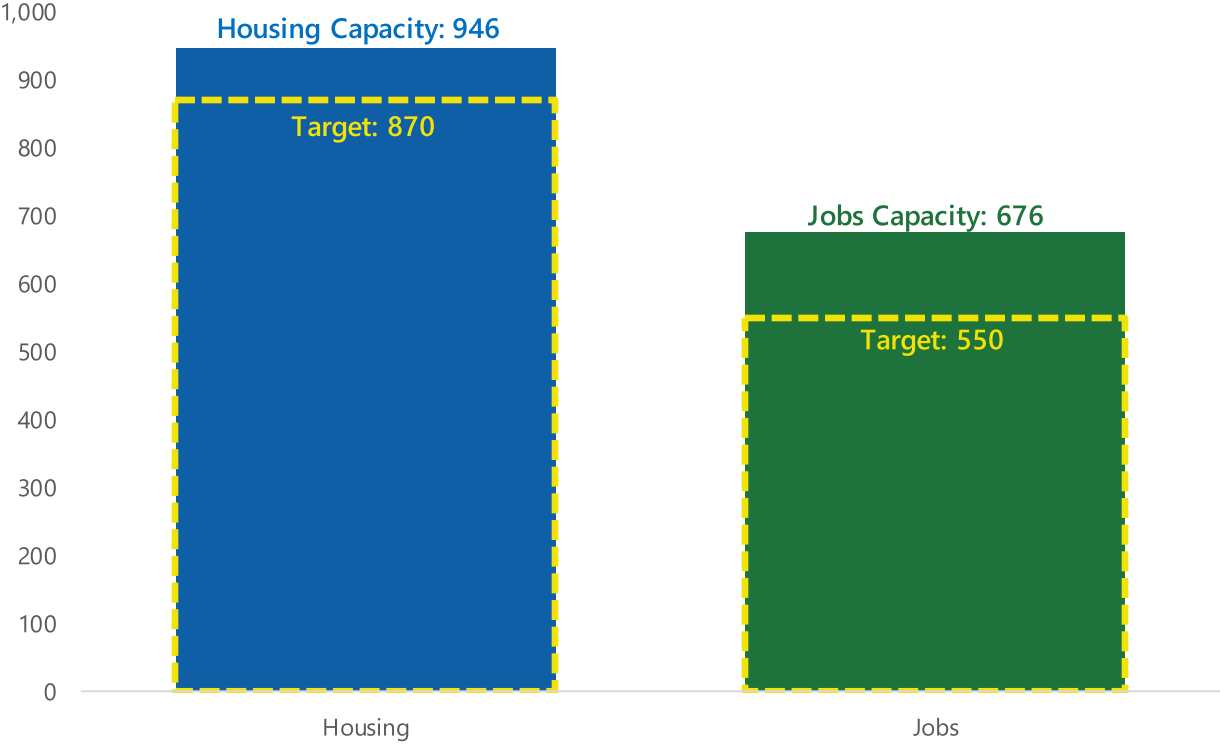
HB 1110, also passed by the legislature in 2023, requires that Lake Forest Park allow at least duplexes on all lots in low-density residential zones. To determine the potential for added units, LCG conducted a high-level feasibility analysis of parcels in the RS-20, RS-15, RS-10, RS-9.6 and RS-7.2 zones. Similar to the ADU analysis, the net buildable area within the allowed lot coverage was analyzed, with an assumption of at least 2,000 square feet of buildable area needed to construct a duplex. Critical areas parcel acreage was also removed for this analysis, as in the ADU analysis. Although HB 1110 does allow cities the option to exclude all parcels which contain any critical area or critical area buffer acreage, Lake Forest Park will not be making a decision on whether to apply that exemption until after the adoption of this Comprehensive Plan. Therefore, since current regulations do allow the development of housing on non-constrained parcel acreage, only the actual constrained acreage, rather than all parcels which contain any critical area acreage, was removed for this analysis.

Next, LCG undertook a high-level feasibility analysis to determine a reasonable subset of parcels based on land value where it may be financially feasible to build a duplex based on the Department of Commerce’s Middle Housing Pro Forma tool and Leland Consulting Group’s study of development costs in the Puget Sound region. This resulted in a total of 53 parcels where a duplex may be feasible. Nearly all of these parcels were classified as vacant or redevelopable in the King County Buildable Lands report. An assumption that 50% of these parcel owners would choose to build a duplex over the next 20 years after the implementation of HB 1110, based on trends seen in other cities who have recently implemented such changes, results in an additional **26 units** of housing capacity in Lake Forest Park’s single family zones.

### Results

As shown below in Figure 8, Lake Forest Park has sufficient land capacity to meet both its overall housing and jobs targets, after taking into account critical area constraints, future market factor reductions, and using density assumptions from the zoning code and regional development prototypes. The next section further breaks down housing capacity by income band, as required by HB 1220.

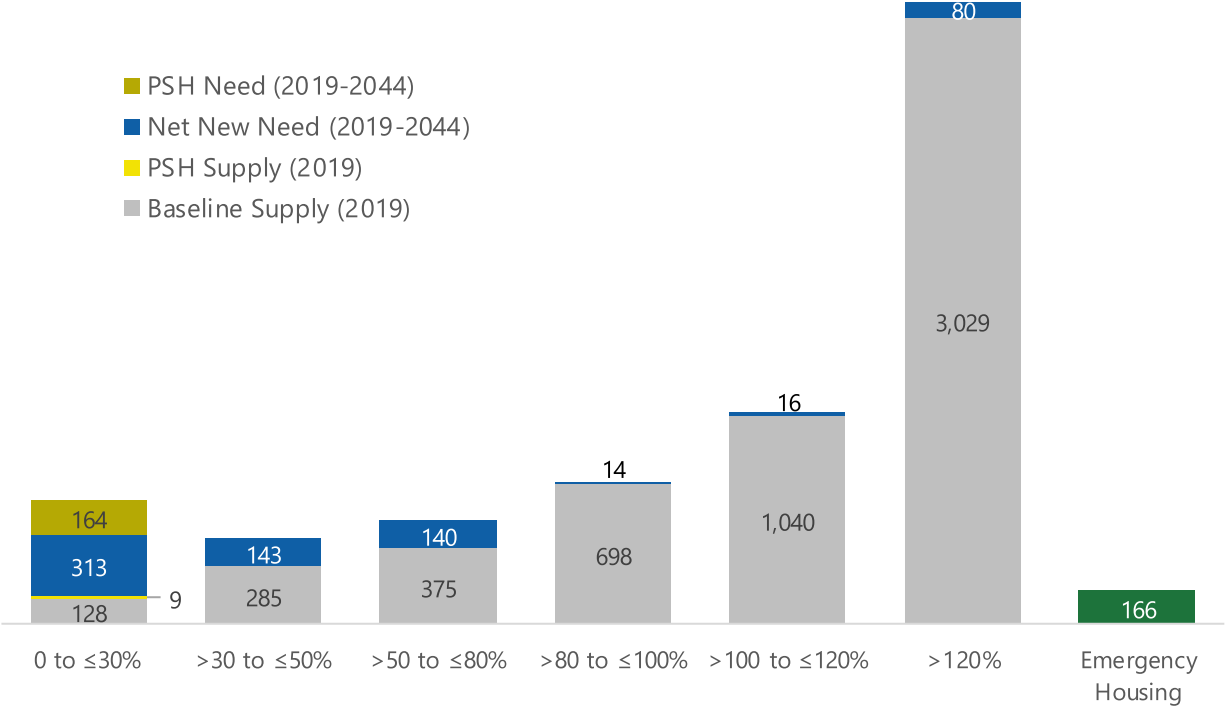
Figure 8. Net New Housing and Jobs Targets and Capacity in Lake Forest Park, 2019-2044



# Housing Needs by Income Band

HB 1220 requires jurisdictions to analyze their housing capacity by the household income level that new units can serve. Each county establishes income-based targets for each city within the county, and the cities must then demonstrate that they have sufficient land capacity for the number of units allocated in each income band, as well as capacity for emergency housing units. Lake Forest Park’s existing and target housing units for the 2019-2044 period are shown below in Figure 9.

Figure 9. Lake Forest Park Existing and Target Housing Units by Income Band, 2019-2044



Source: King County 2021 Countywide Planning Policies (as amended in 2023)

## Land Capacity by Income Band

The first step in this analysis is to break down the land capacity for future units into income bands that those units could serve. Following Department of Commerce guidance, this is accomplished by grouping zones into **zone categories** based on the housing types that are allowed, and then grouping those categories by the **lowest potential income level that could be served by the housing types in that zone category**. This classification is shown below.

**Income Categories**

This analysis uses three main income categories:

- Low-Income** (Households earning under 80% AMI)
- Moderate-Income** (Households earning 80-120% AMI)
- High-Income** (Households earning more than 120% AMI)



Figure 10. Lake Forest Park Zone Category Classification

Zone	Housing Types Allowed	Zone Capacity	Zone Category	Lowest Income Level Served
<b>Single-Family</b>				
RS-20	Single-Family, Manufactured Home, ADU	8	Low Density	<b>High-Income (120% AMI+)</b>
RS-15	Single-Family, Manufactured Home, ADU	5		
RS-10	Single-Family, Manufactured Home, ADU	10		
RS-9.6	Single-Family, Manufactured Home, ADU	8		
RS-7.2	Single-Family, Manufactured Home, ADU	86		
<b>Town Center / Southern Gateway</b>				
TC	Multifamily	224	Mid-Rise	<b>Low-Income (0-80% AMI)</b>
SG-SFR	Single-Family, ADU	0	Low Density	<b>High-Income (120% AMI+)</b>
SG-T	Multifamily, Single-Family (with restrictions), Senior apartments, nursing homes	10	Low-Rise	<b>Low-Income (0-80% AMI)</b>
SG-C	Multifamily, Senior apartments, nursing homes	527	Mid-Rise	<b>Low-Income (0-80% AMI)</b>
<b>Additional Housing Types</b>				
ADUs		42		<b>Moderate-Income (80-120% AMI)</b>
Duplexes		26		<b>Moderate-Income (80-120% AMI)</b>

Source: Leland Consulting Group

Finally, the aggregated housing needs for each income band from King County are compared with the total pending units and additional land capacity by income band. The results are shown below in Figure 11. As shown, Lake Forest Park has sufficient capacity to accommodate its housing targets by income band through multifamily development capacity in the Southern Gateway and Town Center, and Middle Housing and ADUs throughout the city, as well as some single-family development on vacant lots and potentially through some subdivision of larger lots.

Figure 11. Lake Forest Park Housing Targets and Capacity by Income Band, 2019-2044

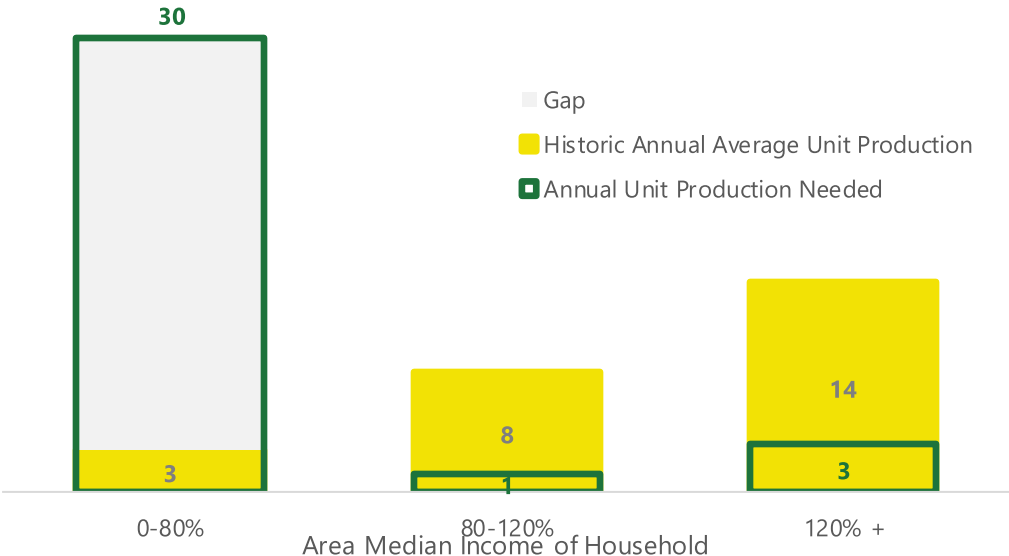
Income Band (% of AMI)	Zone Category	Housing Needs	Aggregated Housing Needs	Total Capacity	Surplus/ Deficit
0-30 PSH	Mid-Rise, Low-Rise	164	760	761	1
0-30 Non PSH		313			
30-50		143			
50-80		140			
80-100	ADUs, Middle Housing	14	30	68	12
100-120		16			
120+	Low Density	80	80	117	37
<b>TOTAL</b>		<b>870</b>	<b>870</b>	<b>946</b>	<b>76</b>

Source: Leland Consulting Group

# Adequate Provisions

In addition to this analysis by income band, HB 1220 also requires cities to show that their housing element “[m]akes adequate provisions for existing and projected needs of all economic segments of the community.” This analysis requires a **comparison of the historic rate of housing production to the rate of housing production needed to meet housing targets by income band**. The results of this analysis are shown below in Figure 12, using historic production data from the City, Census building permit survey, and PSRC’s Income-Restricted Housing Inventory. Similar to the analysis above, the income levels are correlated with housing types based on LCG’s analysis of housing prices affordable to various income levels in Lake Forest Park. As shown below, historic production trends indicate a deficit of production of units serving households earning 80 percent of the AMI and below – an average of 3 have been built per year since 2012, compared with 30 per year needed by 2044 to meet the housing target.

Figure 12. Historic and Target Housing Production Trends in Lake Forest Park, 2012-2023



Source: King County, City of Lake Forest Park, U.S. Census Building Permit Survey, PSRC Income-Restricted Housing Inventory

In order to address this shortfall, Commerce has developed a checklist for cities to address four categories of barriers to housing production:

- Development regulations
- Process obstacles
- Limited land availability and environmental constraints
- Funding gaps

There is an additional checklist for cities to address additional potential barriers to the construction of Permanent Supportive Housing (PSH) and emergency housing. Cities should document how these barriers may be affecting the production of units at the income level specified using this checklist, and document the potential steps they could take to overcome the barriers. **Note that cities to not need to implement these steps as part of the comprehensive plan update, but the noted actions are meant to guide goal and policy development, and potential regulatory changes, to support further housing production, and cities will be required to produce a report documenting their progress towards increasing housing production five years after the adoption of the comprehensive plan.**

Both of these checklists and potential actions to remove barriers to housing production are found in Appendix A.

# Appendix A: Adequate Provisions Checklist

## Exhibit B2: Low-Rise or Mid-Rise housing barrier review checklist

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barrier.
<b>DEVELOPMENT REGULATIONS</b>			
Unclear development regulations	No	Development regulations are clear and easy to understand	
High minimum lot sizes	Yes	While the minimum lot sizes are not particularly high in the City's residential multifamily zones, the minimum lot size per unit significantly restricts what can be built. For instance, although multifamily is allowed in the RM-3600 zone, just two units would be allowed on a 7,200 SF lot because 3,600 SF of lot area is required per unit. The current lot size per unit in multifamily zones results in a range of 12-48 units per acre - this would not allow for anything more dense than townhomes and garden-style apartments.	Regulate density via units per acre rather than minimum lot area per unit. Ensure that the density is high enough to allow for multifamily housing on a typical lot, and that feasible multifamily types are allowed.
Low maximum densities or low maximum FAR	Yes	Density in the multifamily zones is dictated by minimum lot area per unit rather than typical density or FAR metrics.	See above
Low maximum building heights	Yes	The height in all multifamily zones is limited to 35 feet. This is enough for roughly three stories of housing. This is likely to negatively impact	Consider increasing building heights to allow for four to five stories, particularly in zones that

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions address barrier.
		feasibility on smaller lots, especially in zones where higher unit densities are permitted.	allow for higher densities, like RM-900.
<b>Large setback requirements</b>	Yes	The City's code requires 20-foot front and rear yard setbacks. Side yard setbacks range from 10 to 20 feet. Large setbacks, especially when combined with other restrictions like height and lot coverage, significantly impact the feasibility of multifamily development.	Consider reducing front and rear setbacks in multifamily zones. Limit side setbacks to no more than 10 feet.
<b>High off-street parking requirements</b>	Yes	One and a half parking spaces are required for each multifamily unit in Lake Forest Park, regardless of the unit size or number of bedrooms. Structured parking is extremely expensive to build, and surface parking significantly limits what can be built on a site. Requiring parking at this ratio would significantly impact the feasibility of multifamily.	Developers will typically build parking whether or not it is required - lower minimum parking requirements ensure that developers have the flexibility to meet market demand. Lake Forest Park should consider eliminating parking requirements, or at least reducing the minimum to no more than 1 per unit, particularly in areas close to transit.
<b>High impervious coverage limits</b>	Yes	The maximum lot coverage allowed in multifamily zones ranges from 35% to 55%. Combined with other code requirements like maximum building heights, this is likely to have a negative impact on	Increase maximum lot coverage requirements to no less than 50%. Consider increasing further for zones targeted for higher density, like RM-900.

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions address barrier.
		the feasibility of multifamily construction.	
Lack of alignment between building and development codes	No	There is not a lack of alignment between building and development codes	
Other (for example: ground floor retail requirements, open space requirements, complex design standards, tree retention regulations, historic preservation requirements)	N/A		
<b>PROCESS OBSTACLES</b>			
Conditional use permit process	No	Multifamily is not a conditional use in the RM zones	
Design review	No	Existing design review process is administrative and has not been documented as a barrier to development	
Lack of clear and accessible information about process and fees	No	An updated fee schedule is available on the city's website and the Help Topics page is linked there, with information on the permitting process.	
Permit fees, impact fees and utility connection fees	No	The permit, impact, and utility connection fees do not appear to be significantly higher than other jurisdictions	
Process times and staffing challenges	Yes	Lack of planning staff has proven to be a challenge both in current and long-range planning	Additional planning staff and/or process expediting for certain types of development



Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions address barrier.
			(i.e., affordable housing, middle housing. Etc.)
SEPA process	No	SEPA is required in most WA jurisdictions. A planned action ordinance would remove the need for SEPA review and help reduce the cost and uncertainty of development.	
<b>LIMITED LAND AVAILABILITY AND ENVIRONMENTAL CONSTRAINTS</b>			
Lack of large parcels for infill development	Yes	There are many large parcels in Lake Forest Park, but most of these are built out with high-value homes, or are constrained by environmentally critical areas.	Allow for lot division that would free up additional land for development. Allow multifamily housing in more areas of the city.
Environmental constraints	Yes	There are significant slope and wetland constraints throughout Lake Forest Park.	Increase the number of lots that are zoned for multifamily development, especially in areas with fewer environmental constraints.

### Exhibit B3: Supplementary barrier review checklist for PSH and emergency housing

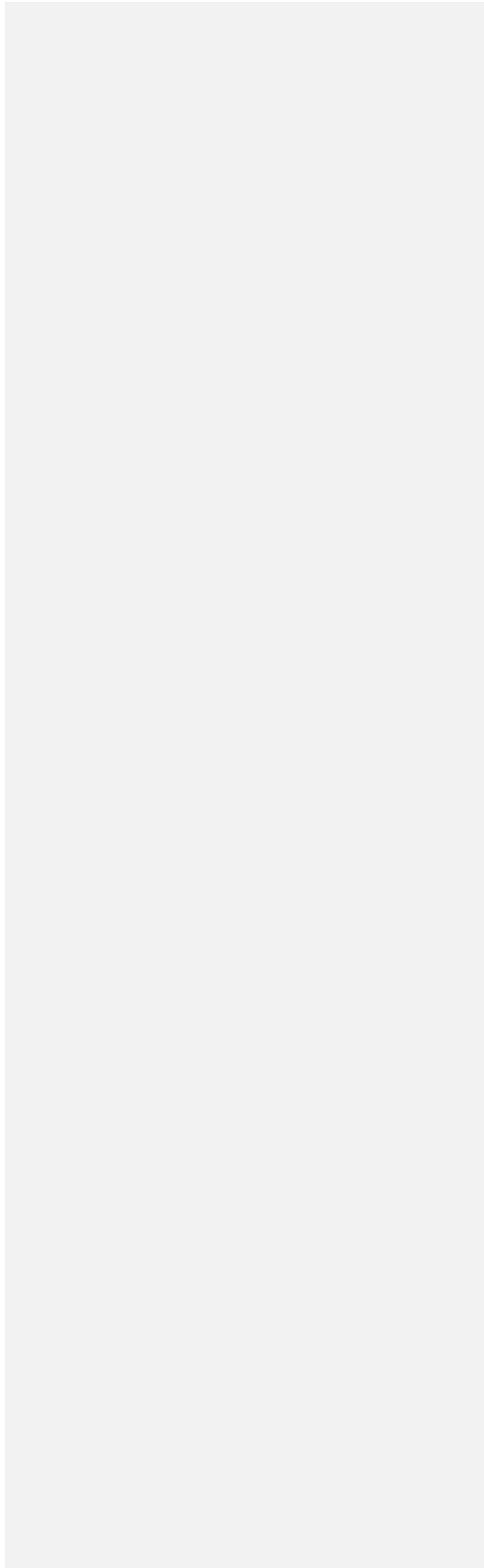
Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barriers.
<b>DEVELOPMENT REGULATIONS</b>	Yes	Emergency housing & PSH not currently allowed under City code	
<b>Spacing requirements (for example, minimum distance from parks, schools or other emergency/PSH housing facilities)<sup>1</sup></b>	Yes	Emergency housing & PSH not currently allowed under City code	
<b>Parking requirements</b>	Yes	The parking requirements for multifamily housing are 1.5 per dwelling unit, while the requirement for rooming houses is one space per four beds (or per two sleeping units). There is no specific distinction for PSH, but if 1.5 spaces are required for each unit, this would be a major barrier to feasibility.	Either reduce parking requirements to conform with rooming house requirements (0.5 spaces per unit) or eliminate parking minimums for PSH/emergency housing.
<b>On-site recreation and open space requirements</b>	Yes	Emergency housing & PSH not currently allowed under City code	
<b>Restrictions on support spaces, such as office space, within a transitional or PSH building in a residential zone</b>	Yes	Office/retail uses are not permitted in the RM-3600, RM-2400, RM-1800, or RM-900 zones, where presumably PSH would likely be built.	Ensure that supplementary uses like service providers are allowed in PSH and emergency housing facilities in these zones

<sup>1</sup> Note that RCW 35A.21.430 expressly states requirements on occupancy, spacing, and intensity of use may not prevent the siting of a sufficient number of permanent supportive housing, transitional housing, indoor emergency housing or indoor emergency shelters necessary to accommodate each code city's projected need for such housing and shelter under RCW 36.70A.070(2)(a)(ii). The restrictions on these uses must be to protect public health and safety.

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions address barriers.
<b>Arbitrary limits on number of occupants (in conflict with RCW <a href="#">35A.21.314</a>)</b>	Yes	Emergency housing & PSH not currently allowed under City code	
<b>Requirements for PSH or emergency housing that are different than the requirements imposed on housing developments generally (in conflict with <a href="#">RCW 36.130.020</a>)</b>	Yes	Emergency housing & PSH not currently allowed under City code	
<b>Other restrictions specific to emergency shelters, emergency housing, transitional housing and permanent supportive housing</b>	Yes	Emergency housing & PSH not currently allowed under City code	



# LU: Land Use





## Introduction

The Land Use Element guides future use of land in Lake Forest Park and helps to ensure the City's high quality of life and community character. It includes policies that support compatibility with natural features and environmental protection, foster a sense of community, reflect current and historic character, and balance new growth with existing development.

The requirement for a Land Use Element in comprehensive plans is one of the key components of the Growth Management Act (GMA). The GMA requires cities to show how they will be able to accommodate 20 years of growth through sufficient buildable land that is zoned appropriately. In addition to containing growth and avoiding sprawl, the Land Use Element sets goals and policies for the design and layout of cities. These provide opportunities to shape communities into more livable, inclusive, healthy spaces. Regional and county goals promote compact, walkable cities that make it easy to use active transportation and contribute to a sense of community.

The Land Use Element Background Analysis (Volume II) contains the background data and analysis that provide the foundation for the Land Use Element goals and policies. Major topics addressed in Volume II Land Use include:

- Existing land use patterns
- Growth targets
- Land capacity
- Current Comprehensive Plan and other policy guidance
- Land Use Map
- Current zoning



# Goals and Policies



## Goal LU-1: Land Use Pattern

**Facilitate a development pattern that preserves the scale and form of Lake Forest Park while allowing for variety in new housing types and development uses.**

**Policy LU-1.1:** Designate the general distribution, location, and extent of the uses of land for housing, commerce, recreation, open spaces, public utilities and facilities, and other land uses.

**Policy LU-1.2:** ~~Plan for Coordinate~~ the land use designations, densities, and intensities shown in Table I-2, including coordinating the following intensities by land use type:

- Low Intensity. Where a land use designation is identified as "low" intensity, development should be lower in density and overall building mass, with a greater amount of open space. Low intensity land uses are typically appropriate for environmentally sensitive areas and transitional areas from a higher to a lower density use type.
- Moderate intensity. Where a land use designation is identified as "moderate" intensity, development should be built to a medium density, such as middle housing alternatives, that provide a graduated transition from low-intensity to high-intensity uses.

Table I-1: Land Use Designations

Land Use Designation	Implementing Zoning Designation*
<del>Conservation Residential, Low, Moderate:</del> In this designation, residential development shall be lower in density and allow for alternatives to the single unit detached house (such as accessory dwelling units, duplexes, etc.). These classifications are reserved for portions of the city containing environmentally sensitive areas.	RS-20 RS-15
<del>Low-Density Residential, Mod/High:</del> Residential development within this category shall be lower in density and allow for innovative housing alternatives (such as accessory dwelling units, duplexes, etc. as permitted). The RS-10 and RS-9.6 zoning classifications resulted from two different zoning codes that were combined after a series of annexations in the city.	RS-9.6 RS-10
<del>Low-Density Residential, High:</del> Residential development within this category shall be low density residential housing types and allow for alternatives to the single unit detached house (such as accessory dwelling units, duplexes, townhomes, cottage courts, etc.).	RS-7.2

**Commented [CH1]:** Comment: Overall, these land use designations are confusing and should be clarified and streamlined.

- The significance/ definition/ distinctions for Low, Moderate, and High aren't clear and seem somewhat random looking at the zoning map.
- Do we even need a High designation in LFP?
- Is cottage housing considered Moderate or High?
- The specific dictates of the State legislation should be captured here: up to two living units and two ADUs/DADUs on what is now a single family lot – is that the definition of Moderate?

**Commented [CH2]:** Comment: I think we have too many zones. I know it's a historical artifact of so many annexations. But, for example, I don't see any compelling reasons to have both a 9600SF and a 10000SF zone. I like the low/moderate/high approach, but only as long as there wouldn't still

**Commented [CH3]:** Comment: There are many more critical or sensitive areas than the map shows for this designation. At least all critical areas should be included in the zoning map. And this edit assumes that the State doesn't require the two living units in critical areas. Consider revising to read:

**Commented [CH4]:** Comment: Is it actually true that these are reserved for environmentally sensitive areas? North of SR104, Lyon Creek runs through moderate and high zones. Much of the Southern Gateway is in a steep slope zone, but zoned high. And looking at the critical area map plenty of parcels in the low density zone are not critical areas. Instead

**Commented [CH5]:** Comment: A more substantive comment on the low-density residential classes. Both the "low/mod" and "mod/high" use much of the same language such as "accessory dwelling units, duplexes" while "high" also states "townhomes, cottage courts". I'd like to see a distinction between "low/mod" and "mod/high", otherwise, I don't see

**Commented [CH6]:** Comment: If it's not essential to preserve the history of these two different zoning types, consider changing these to one hybrid designation RS-9.6, with the street frontage requirement for new lots and minimum width.

**Commented [CH7]:** Comment: I believe these lots are too small for a cottage court, better sited in RS-9.6 or RS-10. Again in keeping with State legislation, consider revising this to read: "In this designation, residential development shall allow alternatives to a single unit detached house, up to two primary living units (such as a duplex or two townhomes) and up

<p><b><u>Low-Density Residential:</u></b> Residential development within this category shall be lower in density and allow for innovative housing alternatives (such as accessory dwelling units, duplexes, and other middle housing types as permitted).</p>	<p><u>RS-10, RS-9.6, RS-7.2</u></p>
<p><b><u>Multi-Unit, Low:</u></b> Multi-unit residential development within these categories should be of a lower multi-unit target density not to exceed 20 units per acre. These categories should serve as transition areas between neighborhood business or higher density multi-unit categories and single-unit categories. Uses within these categories should be characterized with design features and restrictions commonly associated with higher density single-unit uses.</p>	<p><u>RM-2400</u> <u>RM-3600</u></p>
<p><b><u>Multi-Unit, High:</u></b> These categories should serve as the city's highest density multi-unit residential categories. Densities may be increased with the inclusion of special needs or senior housing where appropriate. Uses within these categories should be in proximity to major arterials and transit routes. Limited commercial and business uses may be allowed in this classification as part of mixed-use development, consistent with adopted development standards.</p>	<p><u>RM-900</u> <u>RM-1800</u></p>
<p><b><u>Multi-Unit Residential:</u></b> Multi-unit residential should provide higher-density housing types with multiple units per lot and/or building. These uses are appropriate around high-capacity transit stations and in transition areas between commercial areas and low-density residential neighborhoods. Limited commercial and business uses may be allowed in this classification as part of mixed-use development, consistent with adopted development standards.</p>	<p><u>RM-3600,</u> <u>RM-2400,</u> <u>RM-1800,</u> <u>RM-900</u></p>
<p><b><u>Neighborhood Business:</u></b> Business development in this category shall be at a smaller scale, pedestrian-oriented where possible, and serve the needs of the more suburban residential area. Included in this category are specialty shops, professional and business offices, restaurants, and small merchandise and food stores. These businesses should not add significant amounts of traffic on state arterials or city streets. Residential uses may be allowed in this classification as part of mixed-use developments, consistent with adopted development standards.</p>	<p>BN</p>
<p><b><u>Corridor Commercial:</u></b> Commercial development in this category shall include a mix of commercial development, including the type of development which currently exists along the Ballinger Way and Bothell Way corridors. Corridor commercial areas shall be sited to take advantage of transit facilities and be compatible with surrounding land use designations and environmentally sensitive areas. New development or redevelopment of these commercial areas shall strive for a clustered retail and pedestrian-friendly design as opposed to strip or lineal development. Residential uses may be allowed in this classification as part of mixed-use developments, consistent with adopted development standards.</p>	<p>CC</p>

**Commented [CH8]:** Comment: Similar comment for multifamily. There are so few multifamily zones in the city, that I don't see much point between "multi unit low" and "multi unit high". Can they be combined into a single "multi unit" category? The argument that "multi unit low" is a transition between "low density" and "multi unit high" doesn't really make sense to me since in the map on page 20, there are blue (multi high) splotches adjacent to all 3 types of SFH zones without orange between them.

**Response:** See recommended approach to further condensing residential use designations. I suggest leaving the descriptions relatively high-level and broad, with further specificity added in the zoning regulations. This give a lot of flexibility.

**Commented [CH9]:** Comment: The definition of units per acre should be deleted, since we may want to call for or incentivize fewer, larger units for families with children. Can we instead define these as having up to a 3 story height limit? What are the "restrictions commonly associated with higher density single-unit uses", can we give examples? Aren't setbacks, tree conservation, and sensitive area requirements the same for all designations? Can we add a mention of our affordable housing requirement for all buildings with 5 units or more?

**Commented [CH10]:** Comment: We go from Low to High, should it be Moderate? Can we specify the height limit, e.g. 5 stories? Can we add a mention of our affordable housing requirement for all buildings with 5 units or more?

Consider deleting "Densities may be increased with the inclusion of special needs or senior housing where appropriate." We will provide tax incentives for those, but maybe not density increases. In the last sentence, delete "Limited."

**Commented [CH11]:** Comment: Where is the NorthPark Metals site on the map, which is commercial/hotel?

<p><b>Mixed-Use Town Center:</b> Development in the Town Center category shall continue to be pedestrian oriented. A diversity of housing, business, commercial, civic, recreational, and employment opportunities that complement the primary commercial use should be encouraged. It is not the intent of the City to mandate or require that housing be included in any development proposals concerning the Town Center, but rather to encourage it as an option. As applied to the Town Center category, pedestrian orientation means continued provision of sidewalks, landscaped parking areas, and attractive, safe, and convenient access between the center, adjacent bus stops, and pedestrian access routes.</p>	TC
<p><b>Southern Gateway, Corridor:</b> The intent of this category is to encourage neighborhood and community scale residential and commercial development, support an active, walkable mixed-use center, create an attractive gateway and streetscape character, protect the livability and attractiveness of adjacent residential neighborhoods, and implement the City’s sustainability objectives (e.g., more green infrastructure, increased tree canopy, and more parks).</p>	SG-C
<p><b>Southern Gateway, Transition:</b> The purpose of this category is to provide for increased diversity for allowed business, commercial, civic, recreational, employment, and housing opportunities in a manner that is compatible with the residential character and scale of the local neighborhood. This designation encourages small to moderate scale neighborhood and community-oriented residential and commercial uses, serves as a transition between the more intense development along Bothell Way and the smaller single-unit scale to the north and east, supports an active walkable mixed-use center, and protects the livability and attractiveness of residential neighborhoods.</p>	SG-T
<p><b>Southern Gateway, Low Density:</b> This category supports a low-density residential neighborhood in the Southern Gateway subarea that is attractive and functional, promotes social and economic vitality, fosters safety and comfort, and supports an active, walkable mixed-use center.</p>	SG-SF
<p><b>Public Facility:</b> This category includes areas devoted to schools, water and wastewater facilities, fire stations, public buildings, churches, and other similar public uses.</p>	permitted in multiple zones
<p><b>Cemetery:</b> This category includes areas devoted to the burial of the dead and dedicated for cemetery purposes, including columbaria, crematories, mausoleums, and mortuaries when operated within the boundaries of the cemetery.</p>	permitted in multiple zones
<p><b>Recreation/Open Spaces:</b> This category includes areas devoted to public recreational facilities, such as parks, pedestrian trails, and bicycle trails. This category also includes public open space, private and semi-private community clubs, and other similar public uses.</p>	permitted in multiple zones

*\*For additional information about zoning designations, please see the Zoning Map & Designations discussion in Volume II, Land Use.*

Covenants, conservation easements, and other deed restrictions may also affect the density and form of what can be built in a particular land use and zoning designation.

**Policy LU-1.3:** Maintain a Comprehensive Plan Land Use Map that designates the future distribution, extent, and location of the generalized land uses described above (see Figure I-1, Comprehensive Plan Land Use Map).

**Policy LU-1.4:** Manage and maintain the City’s Official Zoning Map to ensure consistency with the Comprehensive Plan Land Use Map.

**Policy LU-1.5:** Implement land use designations through a clear regulatory process that ensures transparency, inclusion, and predictability in the land development process.

**Policy LU-1.6:** Collaborate with all residents during the land use planning process (e.g., comprehensive planning, ordinance development, etc.) and, where appropriate, in land development processes. ~~intentionally~~ Intentionally connect with people that have not historically been engaged, including racial and ethnic minorities, those with lower incomes, youth, seniors, and others.

**Commented [CH12]:** Comment: I prefer keeping the presented language that addresses DEI issues.

**Commented [CH13]:** Comment: In full agreement with the SCJ recommendation: “equal treatment” isn’t “equity”.

~~Policy LU-1.7: Provide opportunities for inclusive public participation in the land development process where appropriate.~~

**Commented [CH14]:** Comment: Maybe merge with LU-1.6?

**Response:** LU-1.6 is focused on planning and LU-1.7 is focused on development. See suggested revisions for clarification.

**Policy LU-1.9:** Ensure water, sewer, transportation, and other infrastructure plans are consistent with the Comprehensive Plan Land Use Map and land use policies and ensure that zoning accounts for infrastructure availability and, where limited, the costs of new infrastructure.

**Commented [CH15]:** Comment: Add something like this at the end “and ensure that zoning takes into account infrastructure availability and, where limited, the costs of new infrastructure.”



## Goal LU-2: Community Character

### Promote and strengthen Lake Forest Park’s identity, vision, and values through the future land use pattern.

**Policy LU-2.1:** Maintain land use policies and regulations that reflect the importance of the city’s natural environment, tree cover, and Lake Washington shoreline in community identity.

**Policy LU-2.2:** Encourage a high-quality pedestrian environment that is barrier-free for non-motorized travel and that connects residential neighborhoods to businesses, services, and local and regional transit options.

*The Legacy 100-Year Vision identifies several possible gateway locations, as well as integrated corridors and greenways.*

**Policy LU-2.3:** Consider entry and gateway features to enhance community identity and highlight community assets.

**Policy LU-2.4:** Promote a sense of place through compatible land uses that recognize the variety of unique neighborhoods in the city.



**Policy LU-2.5:** Provide for smooth transitions between differing land uses with significantly different intensities through landscape buffers, site and building design measures, or other appropriate techniques.

**Policy LU-2.6:** Foster a sense of community by increasing formal and informal gathering places, such as in the Town Center, local businesses, parks, and public open spaces that are easily accessible by all residents.

**Policy LU-2.7:** Ensure that collective community values and aspirations are reflected in the City's plans.

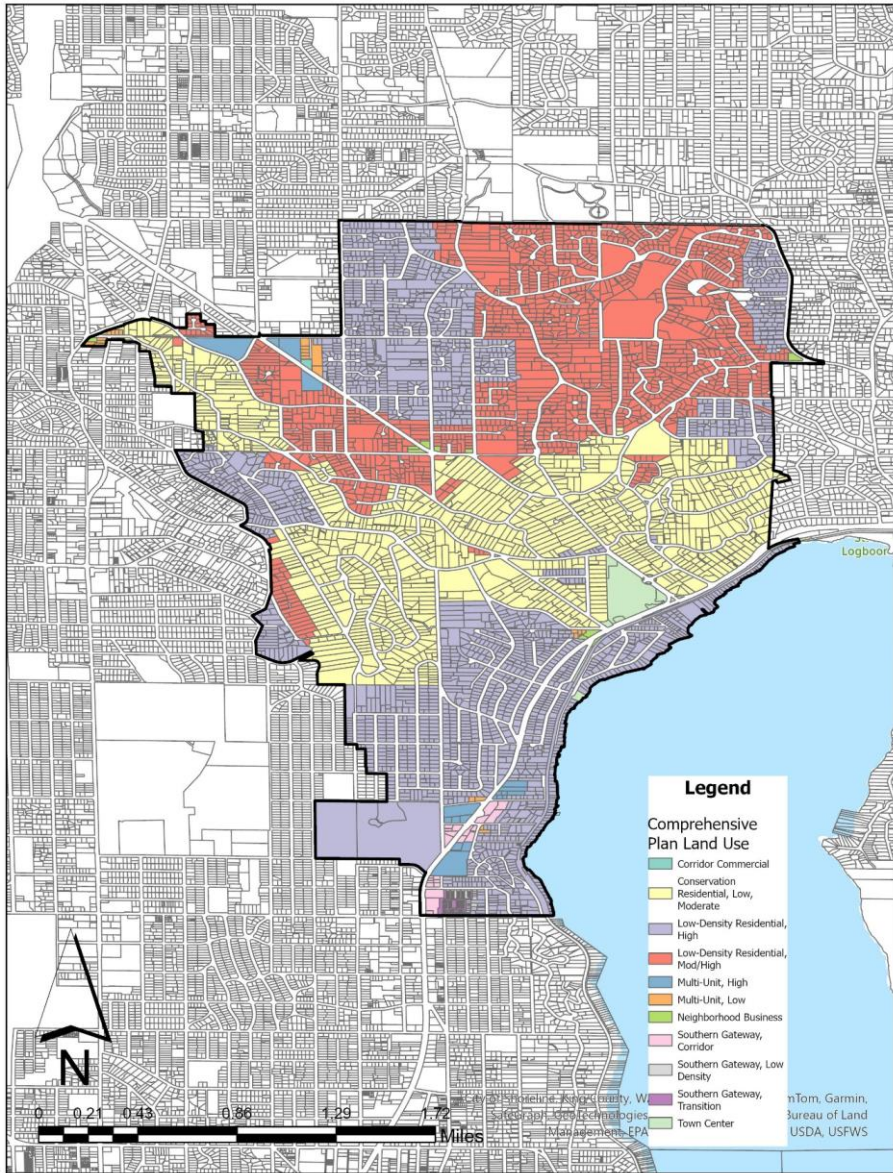
**Policy LU-2.8:** Recognize the value that diversity in race, age, gender, socioeconomic status, and other characteristics bring to the community.

**Policy LU-2.9:** Ensure all residents are treated equitably in the land development process, including considering displacement risk and racially disparate impacts as development occurs.

**Commented [CH16]: Comment:** what do we mean by smooth transitions and buffers. Similar to my housing comment, I don't see a need for transitions between middle housing types.

**Response:** This is a holdover from the 2015 Plan, but my interpretation is that this speaks to the desire for a gradual transition from both a visual and an experiential perspective. I suspect this was intended to buffer residential uses from commercial uses.

Figure I-1: Comprehensive Plan Land Use Map





## Goal LU-3: Compatibility with Natural Environment

Promote designs and developments that respect and conserve the natural environment as an important resource for all residents.

Please see the *Environmental Quality & Shorelines Element* for additional guidance on the natural environment, including stormwater management.

**Policy LU-3.1:** Encourage the integration and expansion of natural landscapes in new land and roadway developments by including both native and compatible, non-invasive, non-native plants, shrubs, and trees.

**Policy LU-3.2:** Provide design flexibility to conserve, enhance and/or expand desirable existing and potential site features that promote the city's natural environment, including groves of trees, watercourses, slopes, open spaces, and similar assets.

**Policy LU-3.3:** Recognize tree canopy urban forest conservation and expansion as a vital city resource that supports healthy communities for all residents, particularly in areas of the city that lack or are at risk of losing trees, and contribute to environmental goals like carbon sequestration and reducing ambient noise.

**Policy LU-3.4:** Designate scenic vistas and water access to be conserved as development occurs.

**Policy LU-3.5:** Always consider implications of land use decisions on stormwater patterns and support low-impact development measures.

As described in the *Legacy 100-Year Vision*, *green infrastructure planning* is the process by which green spaces and networks can be properly designed, conserved, and integrated into community planning.

**Policy LU-3.6:** Support the natural drainage and green infrastructure concepts and projects identified in the *Legacy 100-Year Vision*.

**Policy LU-3.7:** Recognize and support tree preservation as an integral part of community character.

**Policy LU-3.8:** Encourage increased tree cover in parking lots to mitigate heat island effect, improve aesthetics, and reduce the extent of exposed, paved surfaces.

**Commented [CH17]:** Comment: One would think that preserving trees (as well as the tree canopy) would be considered an environmental services asset. I'm wondering if phrases like "sequestering carbon" and "reducing ambient noise" can be worked in here. Maybe this would work better in LU-3.7.

**Response:** See suggested revisions.

**Commented [CH18]:** Comment: This is good and should be retained.

**Commented [CH19]:** Comment: The only water access we have is the Lakefront Park. And I don't know that a "scenic vista" should pre-empt other development. I'd rephrase it as "Designate access to Lake Washington to be conserved as development occurs"

**Commented [CH20]:** Comment: The unnamed lakefront park would be one such example that we are doing this. I don't think it really needs to be explained more.

**Commented [CH21]:** Comment: Perhaps add an example for clarity.



## Goal LU-4: Residential Neighborhoods

### Facilitate quality, form, and function in diverse residential neighborhoods.

**Policy LU-4.1:** Consider natural constraints, surrounding development, pedestrian corridors, proximity and access to services and facilities, and demands on existing infrastructure when establishing residential densities.

**Policy LU-4.2:** Provide flexibility for innovative design options to conserve significant natural features, to provide transitions between different types of uses, or to meet other community objectives.

*Flexibility to support **innovative design approaches** include measures that creatively use site setting, enhance community design character, preserve natural features, or consider other unique features on a site and in a neighborhood. Please see the **Housing Element** for additional housing and residential neighborhood goals and policies.*

**Policy LU-4.3:** Identify underused land and encourage infill development that is compatible with the scale and form of surrounding development and advances the city's goals to support both housing diversity and affordability.

**Policy LU-4.4:** Encourage mixed-use developments in proximity to transit stops (Transit-Oriented Development or TOD) with higher densities of multi-unit development that expands the city's existing open space, tree canopy coverage, and other green resources for all residents in areas nearest to transportation facilities, commercial services, open space, and other amenities.

**Policy LU-4.5:** Encourage a compatible mix of residential densities in the city's neighborhoods.

**Policy LU-4.6:** Allow landowners to bequeath their land to the city for civic purposes, including conservation and housing, and allow landowners who exercise that action the ability to retain a life estate.

**Commented [CH22]:** Comment: New item. The goal here being to codify what was done with the Rose property as standard operating procedure.







## Goal LU-5: Economic Vitality

### Promote long-term economic vitality of commercial development that meets the needs of the city and its residents.

**Policy LU-5.1:** Support ~~expansion of~~ commercial and/or mixed-use zoning along transportation corridors that improves diversity of uses within the city.

**Commented [CH23]:** Comment: Delete "expansion of" since we may not be physically able to do this.

**Policy LU-5.2:** Provide for a mix of uses in commercial zones that meet the daily needs of residents and the traveling public.

**Policy LU-5.3:** Establish standards to enhance visual interest of commercial areas and to ensure long term compatibility with surrounding areas. For example, consider building height, bulk, setback and step-back, and orientation; landscape improvements; signs and hardscape improvements; parking lot orientation; and non-motorized access.

**Policy LU-5.4:** Enhance street-level interest and liveliness through improvements for pedestrians and non-motorized transportation, and ground floor commercial or public uses.

**Policy LU-5.5:** Encourage amenities—such as open space, water features, public art, planters, and courtyards—to enhance vitality and visual interest.

**Policy LU-5.6:** ~~Inventory and e~~Encourage the redevelopment of underutilized commercial areas through regulatory techniques and incentives.

**Commented [CH24]:** Comment: Start the sentence with "Encourage. ." and delete "Inventory" since that is implementation rather than policy and funds may not be available for this.

For example, **regulatory incentives** may include regulatory assistance to expedite approvals, density bonuses, and regulatory relief from specific development standards.

**Policy LU-5.7:** Promote safe and contiguous non-motorized access to commercial areas for all residents, without negotiating or competing with high-velocity vehicular traffic.

**Policy LU-5.8:** Encourage appropriate commercial uses in residential areas, e.g. neighborhood cafes, convenience stores, and home businesses.

**Commented [CH25]:** Comment: Add new item. This synergizes well with ED 4.4. And it's something we've been hearing from the community that we have too many barriers to home businesses in the city.







## Goal LU-6: Public Uses

### Ensure that public uses support and strengthen diverse communities.

**Policy LU-6.1:** Promote identity through the protection of the city’s forest resources, cultural landmarks, and the development process.

**Policy LU-6.2:** Encourage joint siting of public facilities to increase convenience for the public and promote efficiency in public investments.

**Policy LU-6.3:** Enhance the public right-of-way as a character-defining element of the community, by promoting pedestrian safety, Safe Streets elements, and streetscape improvements—such as wayfinding signs, lighting, public art, enhanced landscaping, and street furniture.

*The Legacy 100-Year Vision identifies several possible street greening projects.*

**Policy LU-6.4:** Prioritize environmental justice when planning, designing, and developing public projects.



## Goal LU-7: Healthy Communities

### Promote a land use pattern that supports community health.

**Policy LU-7.1:** Promote nonmotorized transportation and physical activity through connections to the existing and planned trail system, residential neighborhoods, and commercial centers.

**Policy LU-7.2:** Encourage pedestrian-scale improvements that focus on color, materials, form, and functional utility on streets and trails.

**Policy LU-7.3:** Support safe walking and bicycling routes to schools.

**Policy LU-7.4:** Promote attractive street fronts and connecting walkways within commercial centers to prioritize pedestrians.

**Policy LU-7.5:** Encourage land uses that expand options and access to healthful foods, including the Lake Forest Park Farmer’s Market and community gardens.

**Commented [CH26]:** Comment: Thinking ahead, an expansion of city property including a “Main Street” area is an aspirational policy. Could we say something like: “Consider future plans for expansion of the “city campus”, including potential community space and a “main street” concept.”

**Commented [CH27]:** Comment: I don’t see how “color, material, and form” are relevant to community health / pedestrian safety. I would delete those to focus solely on “functional utility”.

**Response:** These all contribute to a vibrant, joyful place to spend time, which encourages greater use of streets and trails. This could be deleted or moved, or it could be rephrased as “Encourage aesthetically pleasing pedestrian-scale improvements to better the functional utility of streets and trails.”

**Commented [CH28]:** Comment: The Farmers Market supported by our non-profit Third Place Commons provides extra fruit and vegetable bonuses for low income people. Could we add “including the Lake Forest Park Farmers Market.”

**Commented [CH29]:** Comment: Like what is being done at Animal Acres Park.

**Policy LU-7.6:** Promote activities in public spaces such as farmers’ markets and food trucks, that improve access to healthful foods, community connections, and a healthy small business economy.

**Commented [CH30]:** This is a suggestion from me, to help differentiate LU-7.5 and LU-7.6.

**Policy LU-7.7:** Support the expansion of the City’s green resource to promote safer pedestrian and bicycle access along high-velocity and high-volume traffic corridors.

**Commented [CH31]:** Comment: Agree with “high-velocity” traffic corridors, but also, given that we are lowering speed limits citywide, “high-volume” as well.



## Goal LU-8: Historic Preservation

### Protect and preserve historic, cultural, and archaeological resources.

**Policy LU-8.1:** Support the preservation of the city’s geographic and cultural history through a King County Historical Preservation Program interlocal agreement, the adoption of an ordinance, and/or the implementation of administrative procedures as appropriate.

**Policy LU-8.2:** Participate in regional efforts to sustain historic, visual, and cultural resources, and consider potential impacts to culturally significant sites and tribal treaty fishing, hunting, and gathering grounds.

**Policy LU-8.3:** Encourage educational and outreach programs that inform residents about incentives and resources available through interlocal agreement participation.

**Policy LU-8.4:** Support community organizations dedicated to preservation of historic and cultural resources.



## Goal LU-9: Regional Issues

### Facilitate inter-agency partnerships that proactively address regional planning issues.

**Policy LU-9.1:** Encourage balance in addressing differing needs through long-term plans that are coordinated with neighboring special districts and general-purpose governments.

**Policy LU-9.2:** Promote extensive use of sustainable landscaping to provide safe and buffered non-motorized accessibility.

**Policy LU-9.3:** Ensure that utilities are installed and maintained in a manner consistent with the City’s vision and adopted plans through franchise agreements with utility partners.



## Goal LU-10: Equity

### Promote equity in the planning and development process.

**Policy LU-10.1:** Collaborate with all residents during the comprehensive planning process and intentionally connect with people who self-identify as Black, Indigenous, or other people of color, those with lower incomes, youths, seniors, and other groups that have not historically engaged in long-range planning processes.

**Policy LU-10.2:** Expand access to opportunity for all residents, considering the need for access to employment, schools, services, open spaces, recreational activities, and other needs.

**Policy LU-10.3:** Encourage nonmotorized, pedestrian, and transit connections from residential neighborhoods to businesses, services, and regional destinations.

**Policy LU-10.4:** Consider displacement risks and racially disparate impacts when adopting or amending development regulations.

**Policy LU-10.5:** ~~Develop~~ Consider mitigation strategies or requirements for residential and commercial displacement that occurs as a result of new development.

**Policy LU-10.6:** Reduce health disparities by providing greater access to safe routes to walk, ride, and roll, parks and open spaces, and recreational opportunities.

**Commented [CH32]: Comment:** Consider editing to delete "who self-identify as Black, Indigenous, or other people," so it would read, still inclusively: "... connect with people of color, those with lower incomes. . ."

**Commented [CH33]: Comment:** I prefer keeping the presented language that addresses DEI issues.

**Commented [CH34]: Comment:** In full agreement with the SCJ recommendation: "Unalterable reality"? Tell that to people who "pass".

**Commented [CH35]: Comment:** The analyses indicate low displacement risk in LFP. Could we delete this? Or edit it to read: "Consider mitigation strategies for residential displacement that may occur as a result of new development."

**Response:** Anti-displacement shows up in all policy guidance/requirements and I recommend retaining this. Revising to state "Consider..." would be fine.



## Goal LU-11: Climate Commitment

### Promote development that advances climate planning, resilience, and greenhouse gas emissions reduction.

**Policy LU-11.1:** Promote land use designations that reduce car dependence and improve "first mile/last mile" connections.

**Policy LU-11.2:** Encourage land use policies and regulations that enhance the community's adaptive capacity, resilience, and social capital.

**Policy LU-11.3:** Support developments that utilize clean energy or reduced energy consumption.







# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

**Meeting Date**                      October 21, 2024

**Originating Department**      Executive

**Contact Person**                  Phillip Hill, City Administrator

**Title**                                      Resolution 24-1973/Approving the Liz Loomis Public Affairs Professional Services Agreement for Levy Lid Lift Consulting Services

### Legislative History

- First Presentation                                      October 10, 2024 Regular Meeting
- Second Presentation                                      October 21, 2024 Committee of the Whole
- Third Presentation                                      October 24, 2024 Regular Meeting

### Attachments:

1. Resolution 24-1973 approving the Liz Loomis Public Affairs Professional Services Agreement for Levy Lid Lift Consulting Services
2. Liz Loomis Public Affairs Professional Services Agreement for Levy Lid Lift Consulting Services

### Executive Summary

The administration issued a Request for Qualifications (RFQ) from firms to assist the city in exploring a possible levy lid lift to address the ongoing general fund budget deficit on July 2 – July 16, receiving no responses. The RFQ was again issued from July 22 – August 12, resulting in three firms responding. A selection committee consisting of Councilmembers Riddle and Goldman, City Administrator Hill, and Finance Director Vaughn, reviewed proposals, selecting two firms to interview. Following those interviews, the selection committee unanimously selected Liz Loomis Public Affairs to assist the city in preparing for a possible levy lid lift ballot measure in November 2025. The contract identifies a December 1, 2024, start date.

The city, over multiple biennial budgets, has dealt with a structural deficit in the general fund, largely due to the states 1% cap on property taxes and 3% inflation on average. Ongoing expenditures have consistently outpaced ongoing revenues, such that the city council is continually balancing the budget through unanticipated one-time funds, cost savings brought about by the fiscal responsibility of department directors, and using unallocated fund balance. Inflation and new costs of providing

government services continue to escalate causing the city to explore new and creative ways to fund basic government services.

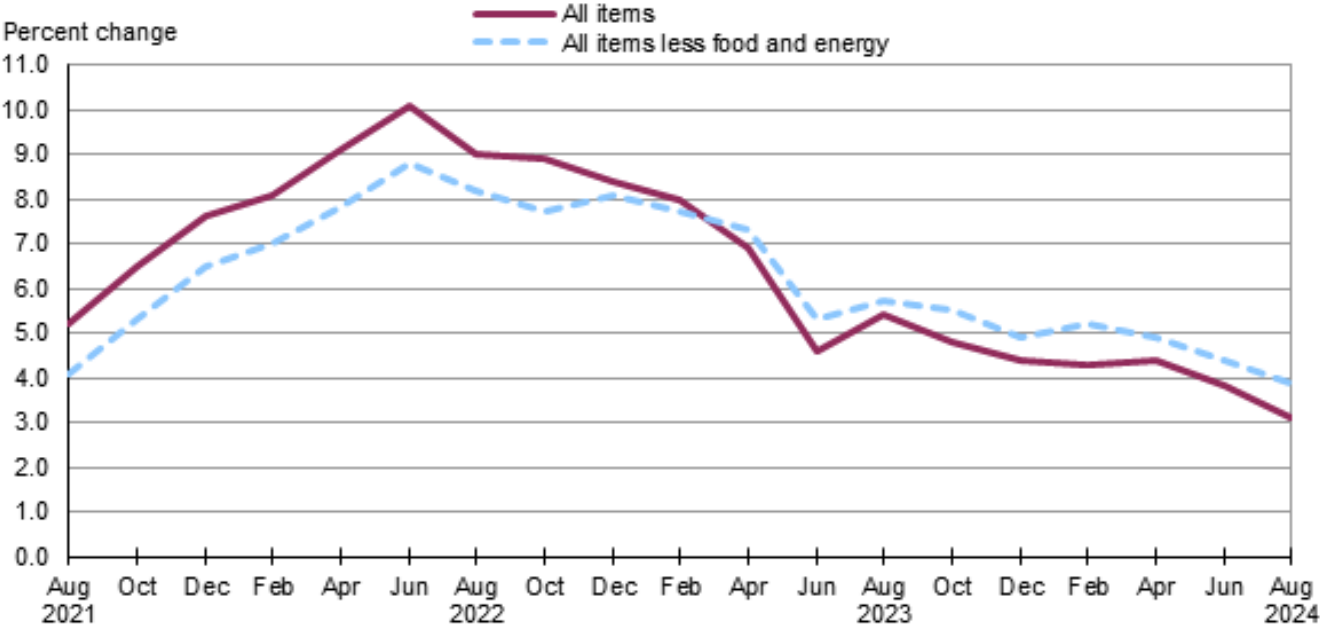
The general fund deficit in 2019-2020 biennial budget was \$877K; and as we began to come out of the global pandemic in the 2021-2022 budget the deficit grew to \$1.25M; in the 2023-2024 mayor's proposed budget the deficit was \$1.9M, partially offset in the adopted budget by the city council's action to impose new utility taxes that flow into the general fund and the adoption of a new financial investment strategy that has resulted in increased interest income also benefitting the general fund.

For the upcoming 2025-2026 biennium, expenditures currently outpace revenues by \$3.0M. This large increase over the current biennium is due in large part to significant inflationary pressures coming out of the pandemic and several unanticipated costs outside of the city's control.

Increased Costs

Following a near zero inflationary number during 2020 resulting from the pandemic, inflationary pressure has had a dramatic effect on the cost of providing basic government services. This impacts everything from salaries, health insurance, property insurance, contracts for services, supplies, and fleet. While inflation is currently near 3%, the historic average, over two years of inflation between 4% and 10% has resulted in unsustainable cost increase.

**Chart 1. Over-the-year percent change in CPI-U, Seattle-Tacoma-Bellevue, WA, August 2021–August 2024**



Source: U.S. Bureau of Labor Statistics.

New Costs

From Washington Cities Insurance Authority (WCIA), the 2023/2024 budget is impacted by a 44% increase in insurance rates for liability, 43% for auto physical damage, and 28% for property damage for a total impact of \$109,000 per year. During the current biennium the city has also realized several unanticipated costs outside the city's control:

- Bothell ceased providing dispatch services for LFP requiring a transition to NORCOM for dispatch services - \$283,560 additional cost per year
- Jail Services - \$150,000 additional cost per year
- Public Defenders - \$30,000 additional cost per year



- Police Department 2023 5% mid-biennium wage increase - \$100,000 additional cost per year

## Background

As the administration began assembling the mayor’s proposed budget for the 2023-2024 biennium, all department budgets were zeroed out in every category except salaries and benefits to ensure budgets were based on need and not historical trends. This was to ensure that budgets were as lean as possible, while keeping the lights on, as fiscal recovery from the pandemic was still unknown.

Staffing within the city is also extremely lean. There is no duplication of services, and no new positions have been added to the budget, only hours added to provide increased service needs. The FTE count history for the city is as follows.

### *Eight Year Schedule of Authorized Positions by Department*

Department	2019	2020	2021	2022	2023	2024	2025	2026
Executive	2.5	2.5	2.5	2.5	2.5	2.5	3.3	3.3
Municipal Court	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3
Municipal Services	4.75	4.75	4.6	4.6	4.85	4.85	5.35	5.35
Finance & Information Technology	5.38	5.38	5.2	5.2	5.6	5.6	5.6	5.6
Community Development					1	1	1	1
Planning	3.6	3.6	3.6	3.6	3.75	2.75	2.75	2.75
Building	2	2	1.75	1.75	1.8	1.8	1.8	1.8
Environmental Sustainability						1	1	1
Community Services	0.95	0.95	0.95	0.95	0.35	0.35	0.35	0.35
Engineering	1.0	1.0	1.0	1.0	0.0	0.0	0	0
Police	23	23	23	23	23	23	23	23
Emergency Management	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Public Works	9.9	9.9	10.9	10.9	12.5	12.5	13.5	13.5
<b>Total Budgeted FTE's</b>	<b>58.38</b>	<b>58.38</b>	<b>58.8</b>	<b>58.8</b>	<b>60.65</b>	<b>60.65</b>	<b>62.95</b>	<b>62.95</b>

The increases shown in the 2025-2026 proposed budget include 1.0 FTE in Public Works, proposed to be fully funded by the Surface Water Utility; 0.5 FTE in Municipal Services for Passports, fully funded by passport fees; and 0.8 FTE in Executive to support Human Resources, only partially funded by the general fund, the remainder of funding from other funds.

## Fiscal & Policy Implications

The base fee for services in this contract is a not to exceed \$96,000. There will be other costs related to media production that will be billed at cost. The 2023-2024 executive department professional services budget has sufficient funds on hand to cover the first months’ work under the proposed contract. The mayor’s proposed 2025-2026 budget includes sufficient funds to cover the remaining 11-months of this contract.

## Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> <li>• Approve the Resolution</li> </ul>	Administration will contract with Liz Loomis Public Affairs for levy lid lift consultanting

- Not approve the resolution

Administration will not contract for levy lid lift consulting possibly delaying any levy lid lift until the 2026 election

**Staff Recommendation**

Review the resolution and contract.

**RESOLUTION NO. 24-1973**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE PROFESSIONAL SERVICES AGREEMENT BETWEEN LIZ LOOMIS PUBLIC AFFAIRS AND THE CITY OF LAKE FOREST PARK FOR LEVY LID LIFT CONSULTANT SERVICES**

---

**WHEREAS**, ongoing expenditures in the city have consistently outpaced ongoing revenues; and

**WHEREAS**, the city has been operating with a structural deficit in the general fund due in part to only being allowed to raise the property tax levy by one percent every year; and

**WHEREAS**, in order to maintain the services that the city currently provides, it is necessary for the City Council to explore options for a possible levy lid lift to address the general fund deficit; and

**WHEREAS**, the city finds that Liz Loomis Public Affairs is qualified and experienced to provide consultant services for the city to explore a possible levy lid lift.

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

Section 1. AGREEMENT APPROVAL . The City Council of the City of Lake Forest Park hereby authorizes the Mayor to sign the professional services agreement for Consultant Services with Liz Loomis Public Affairs for a possible levy lid lift in substantially the same form as attached in Exhibit A.

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this \_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

---

Tom French  
Mayor

ATTEST/AUTHENTICATED:

---

Matthew McLean

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: 24-1973

**CITY OF LAKE FOREST PARK  
PROFESSIONAL SERVICES AGREEMENT  
Agreement Title: Consultant Services with  
Liz Loomis Public Affairs for Levy Lid Lift Consulting Services**

**THIS AGREEMENT** made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **EASL, Inc.** doing business as **Liz Loomis Public Affairs** (the "Consultant"), a Washington corporation, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Consultant Business: Liz Loomis Public Affairs  
Consultant Address: P.O. Box 2451, Snohomish, WA 98291  
Consultant Phone: 425.308.6236  
Contact Name Liz Loomis  
Consultant e-mail: liz@lpa.biz  
Federal Employee ID No.: 42-1610744  
Authorized City Representative Phillip Hill, City Administrator  
for this contract:

**WHEREAS**, the City desires to explore placing a levy lid lift ballot measure before the residents; and

**WHEREAS**, public convenience and necessity require the City obtain the services of a consultant with experience to perform this work; and

**WHEREAS**, the City finds that Liz Loomis Public Affairs is qualified and experienced in assisting cities in effective, strategic communication of levy lid lift ballot measures with residents.

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

**1. Employment of Consultant.** The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for the Levy Increase ("collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

The City may revise the Work and the compensation only by a written Change Order signed by the authorized representatives of the parties that shall become a part of this Agreement.

The project manager(s) of the Work shall be Liz Loomis. The project manager(s) shall not be replaced without the prior written consent of the City.

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than November 30, 2025, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure

to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

**2. Compensation.**

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services shall be eight thousand dollars (\$8,000) per month, not to exceed ninety-six thousand dollars (\$96,000.00) total.

B. Consultant will coordinate the expenses for printing, data, postage, and handling charges for direct mail. Local vendors will be used and the City will be billed directly by the vendor.

C. Consultant shall be reimbursed for travel expenses for in-person meetings and other eligible expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred.

**3. Request for Payment.**

A. Not more than once every thirty days the Consultant shall send electronically to [ap@cityofflp.gov](mailto:ap@cityofflp.gov) its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

**4. Work Product.** The Consultant shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibits A. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant’s permission shall be at the City’s sole risk.

**5. Termination of Contract.** City may terminate this Agreement by sending a written notice of termination to Consultant (“Notice”) that specifies a termination date (“Termination Date”) at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant’s material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner.

**6. Assignment of Contract – Subcontractors.** Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

**7. Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses



or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

**8. Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types and coverage described below:

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

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

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

C. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

D. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

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

F. Verification of Coverage.

The Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

G. Notice of Cancellation.

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance.

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

I. Public Entity Full Availability of Consultant Limits.

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

**9. Independent Contractor.** The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

**10. Employment.** The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

**11. Audits and Inspections.** The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

**12. City of Lake Forest Park Business License.** Consultant shall obtain a City of Lake Forest Park business license before performing any Work.

**13. Compliance with Federal, State and Local Laws.** Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

**14. Waiver.** Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

**15. Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

**16. Modification of Agreement.** This Agreement may be modified by a Change Order as provided in Section 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

**17. Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

**18. Notices.**

A. Notices to the City of Lake Forest Park shall be sent to the following address:

City of Lake Forest Park  
Attn: Phillip Hill, City Administrator  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

B. Notices to the Consultant shall be sent to the following address:

Liz Loomis Public Affairs  
PO Box 2451  
Snohomish, WA 98291

Attn: Liz Loomis

**19. Venue.** This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

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

**IN WITNESS WHEREOF,** the City and Consultant have executed this Agreement as of the date first above written

**CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.**

**CITY OF LAKE FOREST PARK  
WASHINGTON**

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

\_\_\_\_\_

Date \_\_\_\_\_

**Liz Loomis Public Affairs**

By \_\_\_\_\_

Liz Loomis  
Its: CEO/Principal  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

Matthew McLean, City Clerk  
Date: \_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_

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



**LAKE FOREST PARK LEVY LID LIFT  
CONSULTING SERVICES  
(RFQ 24-03)**

*Prepared on August 6, 2024 by*

**LIZ LOOMIS**  
PUBLIC AFFAIRS



August 6, 2024

Mr. Phillip Hill, City Administrator  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

RE: RFQ 24-03 – Lake Forest Park Levy Lid Lift Consulting Services

Dear Mr. Hill:

Liz Loomis Public Affairs is pleased to submit this Statement of Qualifications for consideration to assist with your upcoming ballot measure.

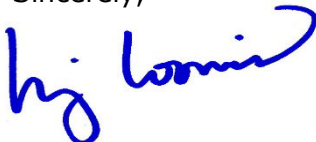
Our company has 25 years of experience working exclusively with local governments to secure needed revenue for vital public services. We value cities, police, fire/EMS, schools and public hospitals as integral to the health and well-being of communities and society.

I have included a proposal/scope of work, which addresses the experience needed for this project in total. There are also addendums, which respond to bullet points in the qualifications, bios of key staff members who would work on the project, and references from other clients. We have also listed two brief exceptions per the RFQ as the last addendum.

As a final note, I want your council and staff to know that we have extensive knowledge, relationships and experience working with the Public Disclosure Commission (in a good way). We have never had a PDC violation in 25 years, and we educate clients to maintain that record.

Please feel free to contact me with questions. Thank you again for the opportunity to submit our Statement of Qualifications.

Sincerely,



Liz Loomis



## INTRODUCTION

Since 1997, Liz Loomis Public Affairs has provided strategic communication services for local governments, including fire/EMS, school and hospital districts, cities and public utilities. Our business helps local governments communicate more effectively with taxpayers to pass ballot measures for needed revenue or organizational changes.

We have a 93% win-record for elections and are knowledgeable about state law to maintain our clients' integrity with voters. New clients hire our firm because of our personalized service, accessibility, attention to detail, and the value they receive for the work that we do.

## GENERAL CONSULTING

We would develop three to five **key messages** for the city that resonate with and educate the public. These messages become the basis for all communication efforts with the public and news media. Once approved by the city, the information is shared with all employees so that the message is consistent throughout the organization.

The messages are then added to a comprehensive **communications plan** that we develop and implement for the length of our contract. This scope of work also identifies the projects we will complete each month for the city.

We propose **monthly conference calls** (or calls as needed) with a select communications group to review content and materials before distribution. We also provide **public relations assistance** for our clients 24 hours a day, 7 days a week for the length of our contract.

## STRATEGIES AND TACTICS FOR MESSAGE DELIVERY

An effective communications plan includes five areas for sharing our key messages. Including all five is important to reach as broad an audience as possible.

- I. Paid Communications – These are projects that the city pays to produce, whether for our labor, or printing, postage and handling for mailed pieces. Paid projects are important because we control the message, timing and delivery of information.

We would provide content for the city's **printed newsletter** based on production schedules and the **e-newsletter** once a month. We anticipate drafting brief newsletter articles for **coalition partner publications**.

We also anticipate drafting content for an **internal communication** from the City Administrator once a month to update all employees. This is usually distributed by email.

The city is allowed to do one piece of **direct mail** to all households that provides factual information about a ballot measure. We will develop a Frequently Asked Questions card and coordinate the printing and delivery of the piece to be in the mail at the same time ballots drop.

- II. Earned Media – This is the most cost-effective way to share information with the public. However, we cannot always control timing and delivery of our content.

We propose regular **news releases** to share our key messages. These could be interspersed with factual **letters to the editor** and possibly an **editorial piece** from the City Administrator or spokesperson as part of this project. **Editorial board visits** closer to the election also should be considered.

We can expect to be “trolled” on news coverage about the ballot measure. We will determine which comments need correcting and prepare **online media responses** for the city as needed.

- III.** Owned Media – We propose adding a page on the city’s **web site** with content about the levy lid lift. Additional materials to post here would include all print/paid communication pieces, earned media and others that are relevant to the project.
- IV.** Social Media – We will develop and implement a **social media strategy** for the city using its platforms to share information about the ballot measure. We also anticipate writing two to three **video scripts** for the City Administrator or spokesperson about what the ballot measure funds. All materials will be promoted and cross-posted to the city’s owned and social media accounts.
- V.** Public Outreach – There are **three phases of public outreach** during this project. First is leading up to when the City Council deliberates on the resolution to be on the ballot. After that decision is made, the spokesperson would share information about the ballot measure with community service organizations. Finally, we would plan two or three question and answer sessions with the public closer to when ballots drop.

For these events, we plan to develop a brief **PowerPoint presentation**. We will also promote that the City Administrator or spokesperson is available and welcomes invitations to share information about the levy lid lift. The city should anticipate questions coming in once ballots drop. We will prepare responses to assist the city with these inquiries.

## BUDGET

[REDACTED] In addition to labor, the city should anticipate expenses for printing, data, postage, and handling charges for direct mail. Please note that we do not mark up for expenses and use local vendors who would bill the city directly. In-person meetings may incur travel expenses as well.

## CONCLUSION

Thank you for the opportunity to submit a proposal for this important project. Feel free to contact me with questions at any time. The best way to reach me is by email at [liz@llpa.biz](mailto:liz@llpa.biz) or call 425-308-6236.

## ADDENDUM 1: RESPONSE TO BULLET POINTS – QUALIFICATIONS

- *Experience in a public input and engagement plan and process.*

We develop public outreach plans for all our clients and have determined an effective use of staff time and venues to reach a broad spectrum of residents.

- *Experience conducting focus groups.*
- *Experience conducting community feedback sessions, including participant polling, and providing summary reports.*

I would recommend a telephone poll going into the project, and we would want to have input on the survey questions. A poll would be more cost-effective than the above suggestions. We need to reach the people who won't show up to the meetings, which is why I'm recommending a different approach than the city has proposed.

- *Experience working with the public including the ability to present detailed property tax information in an easy-to-understand format.*
- *Experience educating the public and elected officials on the structure and implementation of a levy lid lift.*

The Washington levy system is confusing. We have spent 20 years helping to educate communities and elected officials about how it works. This includes videos, print materials and social media posts. An example of our work can be found here: <https://www.fcfd3.org/levy-info>.

- *Experience creating exceptional print and electronic media.*

We have been helping local governments raise revenue for 25+ years and have a 93% win-record for elections. The print and electronic media we create is effective, simple to understand and well-received by voters.

Examples on the following pages include an FAQ card (double sided, mailed), two social media posts, and a newsletter article written on behalf of a client, respectively:



# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

**Meeting Date**                      October 21, 2024

**Originating Department**    Executive

**Contact Person**                Phillip Hill, City Administrator

**Title**                                    Resolution 24-1974/Authorizing the Mayor to Sign a Professional Services Agreement with Transpo Group USA, Inc. for a Traffic Safety Study

### Legislative History

- First Presentation – October 17, 2024, City Council Budget & Finance Meeting
- Second Presentation – October 21, 2024, City Council Committee of the Whole Meeting
- Third Presentation – October 24, 2024 City Council Regular Meeting

### Attachments:

1. Resolution 24-1974/Authorizing the Mayor to Sign a Professional Services Agreement with Transpo Group USA, Inc. for a Traffic Safety Study
2. Professional Services Agreement with Transpogroup
3. Transpo Group Scope of Work and Fee

### Executive Summary

During the March 26, 2024, council retreat, several priority items were identified for study by the city's contract traffic engineering firm as Goal 5. "Improve multimodal safety through the collection and analysis of safety related data. (46 points)". Those priorities include, 1. Develop Recommended Speed Limits for State Routes, and evaluate for the possible installation of Traffic Safety Speed Camera locations, 2. Evaluate Traffic Safety Camera Locations, specifically a new red-light camera pair at SR 104 & 35<sup>th</sup> Ave. NE, and a possible additional school zone camera near Brookside elementary to account for the unique road configuration, and 3. Evaluate New Marked Crosswalk Locations near 19115 Ballinger Way (SR104) and NE 178<sup>th</sup> Street at 40<sup>th</sup> Avenue NE.

The fee associated with this scope of work exceeds the mayor’s signing authority, requiring council approval. The fee associated with an equity analysis of possible camera locations along SR 522 and SR 104, and at SR 104 & 35<sup>th</sup> Ave. NE, by EcoNW, will be determined following the completion of this study based on the number of speed camera locations recommended.

**Background**

Relying on data collected by the Washington State Department of Transportation (WSDOT) the city has made efforts to have speeds on SR 522 and SR 104 reduced to as low as 30 mph. WSDOT recently reduced the speed on SR 104 from 40 mph to 35 mph and one section of SR 522 from 40 mph to 35 mph. Based on concerns from council, the administration was directed to procure a study that does not rely on previous assumptions to vet the appropriate speed limit for these two state highways as they pass through Lake Forest Park.

Additional concerns raised during the council retreat for pedestrian safety are noted above and included in the proposed scope of work. No prior work has been done related to those possible improvements.

**Fiscal & Policy Implications**

Council acted earlier this year to allocate additional funding to the Safe Streets, Early Action Investments fund sufficient to cover this expenditure.

**Alternatives**

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> <li>• Adopt the Resolution</li> </ul>	The Mayor will execute the contract with Transpo Group
<ul style="list-style-type: none"> <li>• Reject the Resolution</li> </ul>	The contract will not be executed

**Staff Recommendation**

Move to adopt Resolution 24-1974/Authorizing the Mayor to sign a contract with Transpo Group to conduct a Traffic Safety Study.

**RESOLUTION NO. 24-1974**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH TRANSPRO GROUP USA, INC. FOR A TRAFFIC SAFETY STUDY.**

---

**WHEREAS**, the City Council identified a goal of improving multimodal safety through the collection and analysis of safety-related data; and

**WHEREAS**, the Consultant provided the City with a proposal to complete the required additional services, which City staff have reviewed and found acceptable.

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign a professional services agreement with Tranpo Group USA, Inc. in substantially the form included herewith as Attachment 1.

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this \_\_\_\_ day of October, 2024.

APPROVED:

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

ATTEST/AUTHENTICATED:

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



FILED WITH THE CITY CLERK: October 17, 2024  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: 24-1974

**CITY OF LAKE FOREST PARK  
PROFESSIONAL SERVICES AGREEMENT  
Agreement Title: Consultant Services with  
Transpo Group USA, Inc. for Traffic Engineering Services**

**THIS AGREEMENT** made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **Transpo Group USA, Inc.** (the "Consultant"), a Washington corporation, dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

Consultant Business: Transpo Group USA, Inc.  
Consultant Address: 12131 113th Ave NE #203, Kirkland, WA 98034  
Consultant Phone: 425.821-3665  
Contact Name Jon Pascal  
Consultant e-mail: [jon.pascal@transpogroup.com](mailto:jon.pascal@transpogroup.com)  
Federal Employee ID No.: 42-1610744  
Authorized City Representative Phillip Hill, City Administrator  
for this contract:

**WHEREAS**, the City desires to explore reducing speed limits along state highways in the City, and the placement of additional traffic safety cameras; and

**WHEREAS**, public convenience and necessity require the City obtain the services of a consultant with experience to perform this work; and

**WHEREAS**, the City finds that Transpo Group USA, Inc. is qualified and experienced in assisting cities in effective, strategic communication of levy lid lift ballot measures with residents.

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

**1. Employment of Consultant.** The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for traffic safety purposes ("collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

The City may revise the Work and the compensation only by a written Change Order signed by the authorized representatives of the parties that shall become a part of this Agreement.

The project manager(s) of the Work shall be Jon Pascal. The project manager(s) shall not be replaced without the prior written consent of the City.

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than January 31, 2025, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

**2. Compensation.**

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services shall not to exceed forty-one thousand eight hundred dollars (\$41,800.00) total.

**3. Request for Payment.**

A. Not more than once every thirty days the Consultant shall send electronically to [ap@cityoffp.gov](mailto:ap@cityoffp.gov) its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

**4. Work Product.** The Consultant shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibits A. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant’s permission shall be at the City’s sole risk.

**5. Termination of Contract.** City may terminate this Agreement by sending a written notice of termination to Consultant (“Notice”) that specifies a termination date (“Termination Date”) at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant’s material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner.

**6. Assignment of Contract – Subcontractors.** Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

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

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this

indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**8. Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

C. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

D. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

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

F. Verification of Coverage.

The Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

G. Notice of Cancellation.

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance.

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

I. Public Entity Full Availability of Consultant Limits.

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

**9. Independent Contractor.** The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

**10. Employment.** The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

**11. Audits and Inspections.** The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

**12. City of Lake Forest Park Business License.** Consultant shall obtain a City of Lake Forest Park business license before performing any Work.

**13. Compliance with Federal, State and Local Laws.** Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

**14. Waiver.** Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

**15. Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

**16. Modification of Agreement.** This Agreement may be modified by a Change Order as provided in Section 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

**17. Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

**18. Notices.**

A. Notices to the City of Lake Forest Park shall be sent to the following address:

City of Lake Forest Park  
Attn: Phillip Hill, City Administrator  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

B. Notices to the Consultant shall be sent to the following address:

Transpo Group USA, Inc.  
12131 113th Ave NE #203, Kirkland, WA 98034  
425.821-3665

Attn: Jon Pascal

**19. Venue.** This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

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

**IN WITNESS WHEREOF**, the City and Consultant have executed this Agreement as of the date first above written

<p><b>CITY OF LAKE FOREST PARK WASHINGTON</b></p> <p>By: _____ Thomas French, Mayor</p> <p>_____</p> <p>Date</p>	<p><b><i>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</i></b></p> <p><b>Transpo Group USA, Inc.</b></p> <p>By</p> <p>_____</p> <p>Jon Pascal</p> <p>Its: Managing Principal</p> <p>Date:</p>
<p>ATTEST:</p>	



Matthew McLean, City Clerk  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Kim Adams Pratt, City Attorney  
Date: \_\_\_\_\_

**Cost Estimate Worksheet**

Number / Project Name
<b>1.23191.01 / LFP Speed Studies</b>

Billing rates are effective from April 27, 2024 through April 25, 2025, within the ranges shown in the attachment. Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Quality Control	Project Engineer	CAD/ Graphics	Project Admin
initials	JCP	BAS	BA3	CD	AMC
labor category	Prin L7	Eng L6	AnyL L3	PA L4	PA L5
cost rate	\$295.00	\$245.00	\$145.00	\$155.00	\$190.00

**Labor:**

	Work Task					Hours	Cost	
1	<b>TASK 1</b>							
2	Project Management / Meetings	10	3		4	1	18	\$4,495
3								
4	<b>TASK 2</b>							
5	Review Existing Data / Studies / Collect Data	4	4	32			40	\$6,800
6	Develop Speed Limits for State Routes	8	12	16	2	1	39	\$8,120
7								
8	<b>TASK 3</b>							
9	Speed and Safety Analysis	6	3	32		1	42	\$7,335
10	Documentation / Recommendations	8	4	40	2		54	\$9,450
11								
12	<b>TASK 4</b>							
13	Crossing Analysis	2	2	12		1	17	\$3,010
14	Documentation / Recommendations	2	2	8	2		14	\$2,550
15								
16								
17								
18								
19								
20								

<b>Total Hours</b>	<b>40</b>	<b>30</b>	<b>140</b>	<b>10</b>	<b>4</b>	<b>224</b>	
<b>Labor Costs</b>	<b>\$11,800</b>	<b>\$7,350</b>	<b>\$20,300</b>	<b>\$1,550</b>	<b>\$760</b>		<b>\$41,760</b>

**Reimbursable Expenses:**

Item	Reimburs. Cost
1 Application	
2 Business Meals	
3 Mileage	
4 Miscellaneous	
5 Models/Renderings/Photos	
6 Parking	
7 Records Filing	
8 Registrations	
9 Reproductions	
10 Shipping/Courier	
11 Specialty Software	
12 Supplies	
13 Traffic Accident Data	
14 Traffic Count Vendors	
15 Travel, Hotel, Taxi, & Air Fare	

Sub Total	\$0
<b>Total Cost</b>	<b>\$0</b>

**Subconsultants:**

Firm	Subs. Cost
1	
2	
3	
4	
5	

Sub Total	\$0
<b>Total (Cost + 15 percent)</b>	<b>\$0</b>

<b>TOTAL ESTIMATE</b>	<b>\$41,800</b>
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# Exhibit A

## Scope of Services

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Client Name:	City of Lake Forest Park		
Project Name:	Speed & Safety Studies		
Exhibit Dated:	September 9, 2024	TG:	1.23191.01

### Background

Transpo Group USA, Inc. (Transpo) will provide traffic engineering services to the City of Lake Forest Park (City) to complete multiple speed and safety studies.

One task will evaluate the posted speed limits for both the SR 522 and SR 104 facilities. While the City does not maintain, operate or set the speed limits on these two state routes (that is the responsibility of the Washington State Department of Transportation (WSDOT)), an engineering analysis will be conducted to determine the appropriate speed limits on the two state facilities within the Lake Forest Park city limits.

Another task will conduct speed and safety analysis to evaluate locations for additional automated speed monitoring and red-light cameras. The analysis will address requirements of RCW 46.63.170 when locating automated enforcement cameras.

A final task will evaluate and document potential new designated and marked crosswalks with RRFB pedestrian activated lights. The crossing locations to be reviewed are at 19115 Ballinger Way NE (SR 104), and NE 178th Street at 40th Avenue NE.

The work conducted as part of this scope would build upon the City’s Safe Speed Study, previous analysis conducted by Transpo as part of the City’s Traffic Calming Program, and data and studies conducted by WSDOT.

### State Law Requirements

New State law expands the authority for local agencies to install automated traffic safety cameras to detect speed violations along state highways classified as City streets and stoplight violations at intersections of two or more arterials controlled by a traffic signal.

The local legislative authority must prepare an analysis of the locations within the jurisdiction where automated traffic safety cameras are proposed to be located. The analysis must show a demonstrated need for traffic cameras based on one or more of the following in the vicinity of the proposed camera location: Travel by vulnerable road users, evidence of vehicles speeding, rates of collision, reports showing near collisions, and anticipated or actual ineffectiveness or infeasibility of other mitigation measures.

### Scope of Work

#### **Task 1 – Project Management / Meetings**

Transpo will manage the overall study effort. It is assumed Transpo and City staff will regularly coordinate throughout the study to manage scope, budget, schedule, and review key study outcomes.

#### **Progress Reports / Invoicing**

Detailed progress reports and invoices will be prepared on a monthly basis and provided to the City. The invoices and progress report will identify the work that has been completed, and compare the overall budget expended.

**Project Coordination Meetings**

Virtual coordination meetings will be held as-needed to review key assumptions and deliverables. Three coordination meetings are assumed as part of the scope of work. Additional meetings may require revisiting the proposed fee and schedule. The first meeting will be a kick-off meeting with City staff to review and discuss the scope of work and approach to completing the effort. The second coordination meeting will review initial findings and obtain feedback from staff before the draft report is prepared. The third meeting will review comments on the draft report and discuss the release of the findings to the general public and City Council.

**City Council Meetings**

Transpo will attend and present at two City Council meetings to present results and final recommendations. It is assumed that attendance at the Council meetings will be in-person.

Consultant Task 1 Deliverables

- *Monthly progress reports (3)*
- *Three check-in meetings with City staff (virtual)*
- *Presentation and attendance at two City Council meetings (in-person)*

**Task 2 – Evaluate Speed Limits for State Routes**

**Review Existing Data, Previous Speed Studies, and Collect Traffic Data**

Transpo will review the available inventory of previous traffic data and previous speed studies on both SR 522 and SR 104. The data will be compiled and used as a baseline for supplemental data collection. It is anticipated that Transpo will collect traffic data at two locations along both SR 522 and SR 104 (4 locations total) under the on-call traffic services contract. This data will be collected via pneumatic tube counter and will capture both speed, volume and vehicle classification data for a one-week period.

The information will be used to highlight traffic volumes, and 50th and 85th percentile speeds. The latest collision data will be summarized for both state routes. The information would be evaluated to identify any correlation or inconsistencies between the data which could be used as a starting point for the evaluation.

**Develop Recommended Speed Limits for State Routes**

The data will be assembled and used to establish recommended speed limits for SR 522 and SR 104 within Lake Forest Park. Transpo will assemble the traffic and safety data and be prepared to discuss speed setting methodologies with WSDOT and the City, seeking consistency with WSDOT’s preferred approaches and those applied to state routes in neighboring cities such as Shoreline, Kenmore and Bothell. Applying a consistent speed setting methodology across jurisdictions is viewed by Transpo and the City as a key to encourage compliance with posted speed limits.

The project team proposes hosting a meeting with WSDOT and City of Lake Forest Park staff to discuss methodologies for speed limit setting, the data gathered by Transpo, and the approach to how the speed studies are being conducted.

A summary memorandum will be prepared, adding to previously completed studies by Transpo on behalf of the City of Lake Forest Park, to summarize the recommended speed limits based on the assembled traffic and safety data, and the speed setting methodology that was utilized.

The efforts will be consolidated into a document and presentation file, with proposed speed limit changes clearly identified. One round of review is assumed by the City staff before submission to WSDOT for review.

Consultant Task 2 Deliverables

- *Draft and final study document summarizing the evaluation conducted and final recommendations (PDF electronic copy only)*
- *One meeting with WSDOT and City staff*

### **Task 3 – Evaluate Traffic Safety Camera Locations**

A speed and safety analysis will be conducted to evaluate locations for additional speed monitoring and red-light cameras. The analysis will address requirements of RCW 46.63.170 when locating automated enforcement cameras.

#### **Speed and Safety Analysis for Additional Speed Cameras on the State Highways**

Transpo will obtain and review available speed, collision and traffic data for the SR 522 and SR 104 corridors through Lake Forest Park. The effort will build from the analysis and data conducted as part of the prior task. Both corridors are being considered for new automated speed enforcement cameras. The data will be used to assess the crash risk by summarizing the number of vehicles exceeding the speed limit and to what degree. The safety analysis will be both quantitative and qualitative. Based on the results of the analysis, Transpo will prepare a summary memorandum documenting the findings of the analysis to address the requirements of State RCW 46.63.170. The memo will include recommendations on potentially viable locations to locate new speed enforcement cameras.

#### **Safety Analysis for Additional Red Light Camera**

Transpo will obtain and review available speed, collision and traffic data at SR 104 and 35th Avenue NE corridor. The data will be used to assess the crash risk. The safety analysis will be both quantitative and qualitative. Based on the results of the analysis, Transpo will document the findings of the analysis in a memorandum to address the requirements of State RCW 46.63.170. One round of review is assumed by City staff.

#### **Speed Analysis for Additional Speed Camera on NE 178th Street**

Transpo will review recent speed and traffic data for the NE 178th Street corridor through Lake Forest Park. The effort will build from the analysis and data conducted as part of the prior task. The City is interested in understanding whether a speed enforcement camera should be re-installed in front of Brookside Elementary to address eastbound vehicle speeds. Data will be summarized for the period since the new cameras were installed. Based on the results of the analysis, Transpo will prepare a summary memorandum documenting the findings to address the requirements of State RCW 46.63.170. The memo will include a recommendation on whether this is a viable location.

#### Consultant Task 3 Deliverables

- *Draft and final memorandum summarizing the traffic safety analysis (PDF electronic copy only)*

### **Task 4 – Evaluate New Marked Crosswalk Locations**

Two new pedestrian crossing locations will be evaluated and documented. The crossing locations to be reviewed are at 19115 Ballinger Way NE (SR 104), and NE 178th Street at 40th Avenue NE. Factors such as observed vehicle speeds, sight distances, location of bus stops and pedestrian generators, lighting, and input from city staff will be used to evaluate the locations for a marked crosswalk. Each potential crossing location will be evaluated against best practices and national research including NCHRP Report 562: Improving Pedestrian Safety at Unsignalized Crossings and the NACTO Urban Street Design Guide. The evaluation will assess the best location and type of design feature for any new marked pedestrian crossing. Based on the results of the evaluation, Transpo will prepare a summary memorandum documenting the findings of the analysis and any recommended design treatments.

#### Consultant Task 4 Deliverables

- *Draft and final memorandum summarizing the crossing analysis for 2 locations (PDF electronic copy only)*

### **Assumptions and Agency Support**

Transpo is entitled to rely upon the completeness and accuracy of information and services furnished by the City of Lake Forest Park and WSDOT.

- All available speed and volume data, GIS data, and any relevant prior speed studies would be provided by the City and/or WSDOT.
- No formal public outreach activities or materials are assumed to be included in the scope of work, other than meetings with City staff and support at one council meeting.
- Response to WSDOT comments on the final document is not included in the scope and would be subject to a future amendment as it is difficult to determine the level of effort required without understanding their comments.

**Schedule**

After contract execution, the completion of the draft report is anticipated to take approximately 8 to 10 weeks. Should the scope of services or project information change following contract execution, Transpo will notify the City if these changes will affect the schedule and require a contract amendment.

**Fee Estimate**

A budget not to exceed \$41,800.