



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, October 26, 2023 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR PARTICIPATING IN THIS MEETING VIRTUALLY:

Join Zoom Webinar: <https://us06web.zoom.us/j/81818729914>

Call into Webinar: 253-215-8782 | Webinar ID: 818 1872 9914

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

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

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

HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

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

AMENDED

AGENDA

1. CALL TO ORDER: 7:00 PM

2. PLEDGE OF ALLEGIANCE

3. ADOPTION OF AGENDA

4. PROCLAMATIONS

A. Recognizing and Honoring Veterans Day 2023

B. October as Freedom to Read month

5. CITIZEN COMMENTS

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

6. PRESENTATIONS

A. Petition requesting lower speed limits on 53 Avenue NE and NE 181 Street from Tejus Bhasin.

B. Revised 2023-24 Legislative Agenda

7. PUBLIC HEARINGS

A. Public Hearing on Ordinance 23-1278/Amending Section 16.16.250 of the Lake Forest Park Municipal Code, Reasonable Use Exception

- Staff presentation

- Questions from Council

- Open the public hearing for comments (3 minutes per speaker)

- Staff address questions that may have been presented during public comments and from the Council

B. Discussion, Consideration, and/or Action on Ordinance 23-1278/Amending Chapter 16.16.250 of the Lake Forest Park Municipal Code, Reasonable Use Exception to allow for Reasonable Economic Use

C. Public Hearing on the proposed 2024 Property Tax Levy, 2024 Surface Water Utility Rate and Tax, 2024 User Fees, and the amendment to the 2023-2024 Biennial Budget

- Staff presentation

- Questions from Council

- Open the public hearing for comments (3 minutes per speaker)
- Staff address questions that may have been presented during public comments and from the Council

Discussion, Consideration, and/or Action on the following:

- D.** Ordinance 23-1279/Levying the general taxes for the city of Lake Forest Park in King County for the fiscal year commencing January 1, 2024, on all property, both real and personal, for the purpose of providing sufficient revenue
- E.** Ordinance 23-1280/Levying the Property Tax for the Calendar Year 2024
- F.** Resolution 23-1922/Setting the Surface Water Utility Rates for 2024
- G.** Resolution 23-1923/Adopting 2024 User Fees
- H.** Ordinance 23-1281/Amending the Adopted Biennial Budget for the years 2023-2024.

8. CONSENT CALENDAR

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

- A.** Minutes of October 12, 2023 City Council Work Session
- B.** Minutes of October 12, 2023 City Council Regular Meeting
- C.** City Expenditures for the Period Ending October 26, 2023
- D.** Resolution 23-1924/Authorizing the Mayor to Sign an Interlocal Agreement with Yakima County Technology Services for Offsite Data Storage
- E.** Resolution 23-1925/Authorizing the Mayor to sign an amendment to the 2018-2028 Comprehensive Garbage, Recyclables, and Compostables Collection contract with Republic Services

9. ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION

- A.** Resolution 23-1926/Authorizing the Mayor to accept the Department of Commerce Growth Management Act Periodic Update Grant FY2024

10. ORDINANCES AND RESOLUTIONS FOR ACTION

- A.** Resolution 23-1927/Authorizing the Mayor to sign a service agreement with Pat's Trees and Landscape Inc. for 2023-2025 Tree Service

11. COUNCIL DISCUSSION AND ACTION

- A. AMENDED** - Letter to Sound Transit Board regarding the impacts of the proposed Business Access and Transit (BAT) lanes

- B.** **AMENDED** - Letter to Sound Transit requesting support to lower speed limit on State Route 522

12. OTHER BUSINESS

13. COUNCIL COMMITTEE REPORTS

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

14. ADJOURN

FUTURE SCHEDULE

- Thursday, November 9, 2023 City Council Work Session Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*
- Thursday, November 9, 2023 City Council Regular Meeting 7 pm – *hybrid meeting (Zoom and City Hall)*
- Friday, November 10, 2023 City Hall Closed in observance of Veterans Day
- Thursday, November 16, 2023 City Council Budget and Finance Committee Meeting – *hybrid meeting (Zoom and City Hall)*
- Thursday, November 23, 2023 City Hall closed in observance of Thanksgiving
- Friday, November 24, 2023 City Hall closed in observance of Native American Heritage Day

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

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



PROCLAMATION

WHEREAS, Veterans Day is observed nationally on November 11 as a legal public holiday to honor and thank all veterans who served in the Armed Forces in wartime or peacetime; and

WHEREAS, Veterans Day was originally known as Armistice Day, which signified the signing of the armistice on November 11, 1918, ending the First World War; and

WHEREAS, President Dwight D. Eisenhower proclaimed in 1954 that Armistice Day would be known as Veterans Day and would “solemnly remember the sacrifices of all those who fought so valiantly, on the seas, in the air, and on foreign shores, to preserve our heritage of freedom,” and

WHEREAS, President Eisenhower further proclaimed that Veterans Day presents all citizens with the opportunity to “reconsecrate ourselves to the task of promoting an enduring peace so that their efforts shall not have been in vain.”

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim November 11 the legal commemoration of, and Friday, November 10 observed as

VETERANS DAY 2023

and encourage all citizens of the City of Lake Forest Park to acknowledge and to thank those who have served our country in the Armed Forces.

Signed this 28th day of October, 2023.

Jeff Johnson, Mayor



PROCLAMATION

WHEREAS, the American Library Association's Banned Books Week celebrates the Freedom to Read as observed each year as a reminder to Americans not to take their freedom for granted; and

WHEREAS, the freedom to read is essential to our democracy, and reading is among our greatest freedoms; and

WHEREAS, privacy is essential to the exercise of that freedom, and the right to privacy is the right to open inquiry without having the subject of one's interest judged, examined, or scrutinized by others; and

WHEREAS, the freedom to read is protected by our Constitution and intellectual freedom is essential to the preservation of a free society and a creative culture; and

WHEREAS, all library books and resources should be accessible for the interest, information, and enlightenment of all people of the community the library serves; and

WHEREAS, no books or resource materials should be excluded or censored because of the origin, background, or views of those contributing to their creation no matter how controversial the topic such as culture, religion, love, war, science and technology, to name a few; and

WHEREAS, libraries should challenge censorship in the fulfillment of their responsibility to provide free access of all expressions of ideas and information; and

WHEREAS, conformity limits the range and variety of inquiry and expression on which our democracy and culture depend; and

WHEREAS, the American Library Association's Office of Intellectual Freedom has found a dramatic increase in book challenges in the last several years, with 2022 having the highest number since ALA started collecting censorship data 20 years ago, with 1,269 books almost doubling 2021 with 729; and

WHEREAS, currently most of the attempts to remove library materials are on topics of LGBTQIA+ issues, books by Black authors, and books that document the experiences of BIPOC people; and

WHEREAS, most of the book challenges happen in public libraries, 48%, with school libraries running close behind at 41%, schools 10%, and higher education libraries and other institutions 1%; and

WHEREAS, some individuals, groups, and public authorities work to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries of materials reflecting the diversity of society; and

WHEREAS, community members can show support and celebrate the freedom to read by visiting the American Library Association's website where one can find the top 10 list of 2022 challenged books and statement on book censorship; and

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

FREEDOM TO READ MONTH

and encourage all citizens of the City of Lake Forest Park to learn more about book censorship and support people's right to read on all perspectives without restriction.

Signed this 28th day of October, 2023.

Jeff Johnson, Mayor

Petition details Comments Updates

OP: SAVE THE STREET & STOP THE SPEED

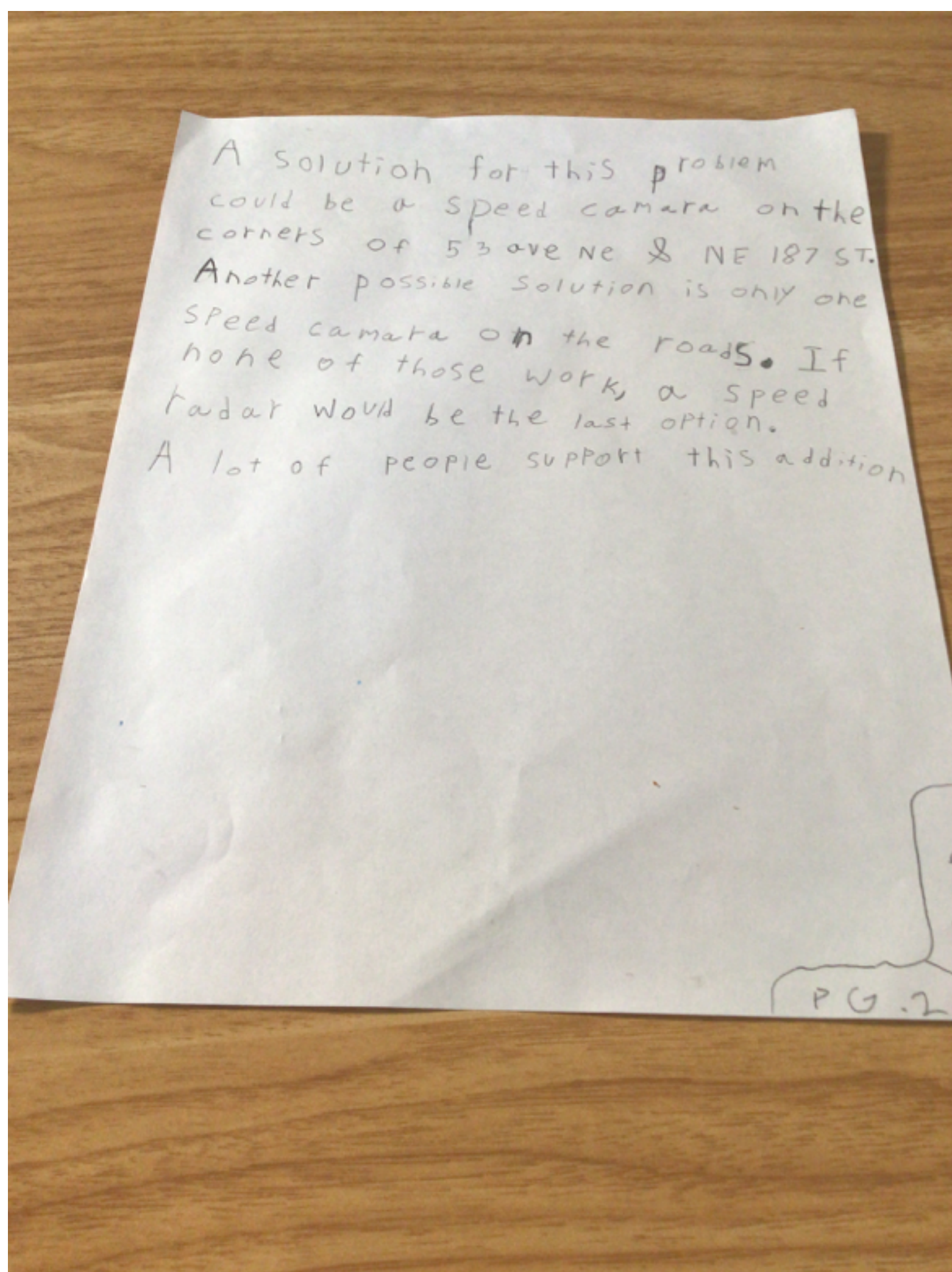
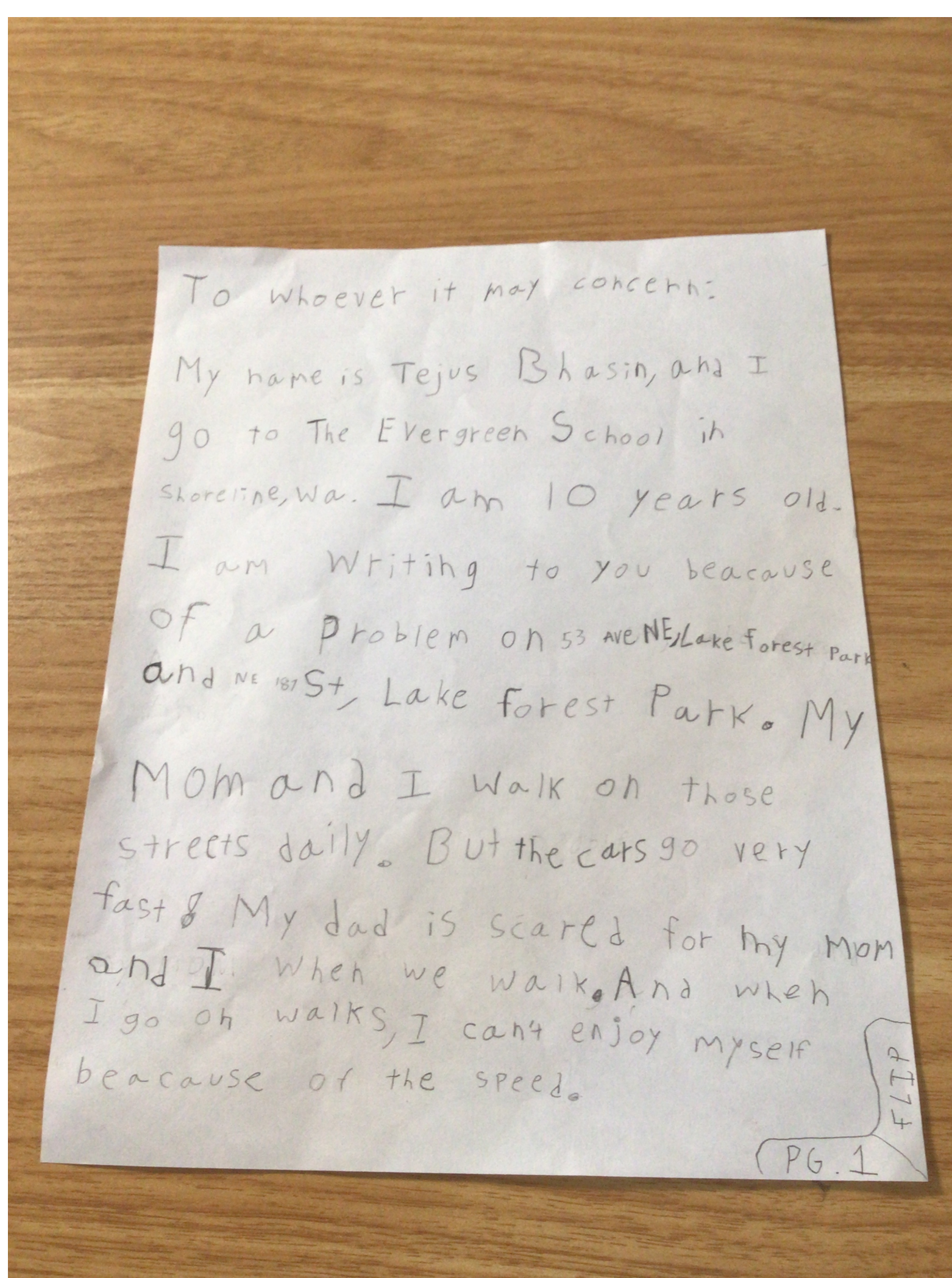


Started August 15, 2023
Petition to Mayor Mayor Of Lake Forest Park

Why this petition matters

Started by [Save The Streets And Stop The Speed](#)

Petition Below:



[Report a policy violation](#)

82 Signatures 100 Next Goal

[Support now](#)

Sign this petition

First name

Last name

Email

Tacoma, 98405 United States

Display my name and comment on this petition

[Sign this petition](#)

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- How to Start a School Petition



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date October 26, 2023

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Revised 2023-24 Legislative Agenda

Legislative History

- First Presentation – Legislative Steering Committee, 10/10/2023
- Second Presentation – City Council Regular Meeting, 10/26/2023
- Action

Attachments:

1. 2023-24 Revised Legislative Agenda
2. What to Expect During the 2024 Session
3. 2023-24 Legislative Agenda as adopted 12/08/2022

Executive Summary

Before Council is the proposed revised 2023-24 State Legislative Agenda, outlining the top priorities of the City. The priorities are either projects of a regional nature in need of financial support or focused on State policies that have local implications.

Shelly Helder, Gordon Thomas Honeywell Government Relations will be in attendance to discuss the proposed legislative agenda and provide an update on what to expect from the upcoming session.

Background

Prior to upcoming legislative sessions, the City Council adopts a legislative agenda reflecting the priorities of the City and its support of elements of the Association of Washington Cities' and Sound Cities Association legislative agendas that best serve the interests of the City.

The City's Legislative Steering Committee, consisting of the Mayor, Deputy Mayor, Council Vice-Chair, City Administrator, and Finance Director meet with Shelly Helder, Gordon Thomas Honeywell Government Relations, to craft a draft legislative agenda. The draft document is based on discussions between the Mayor and Council throughout the year, regarding priorities of the City.

Fiscal & Policy Implications

N/A

Alternatives

<i>Options</i>	<i>Results</i>
•	
•	

Staff Recommendation

Review the revised 2023-24 Legislative Agenda, providing direction for any amendments prior to future adoption.

City of Lake Forest Park
State Legislative Agenda 2023-24
Revised for the 2024 Session



Top Priorities

Lyon Creek Fish Barrier Removal

The City is grateful for the state’s allocation of \$1.8 million for the Lyon Creek Culvert near State Route 104. The project is now fully funded and will proceed in coordination with the replacement of the state-owned culvert on SR 104. Completion of this project, anticipated for 2025, will total 8 replaced culverts along Lyon Creek. The City is thrilled with this progress and intends to continue working upstream to remove all barriers for salmon to access Lake Ballinger.

State Route 104 Investments

State Route 104 runs through the heart of Lake Forest Park. It is a two-lane highway that carries roughly 26,000 vehicles per day and increasingly more commercial freight. SR 104 is not only in poor condition but lacks safety measures that would increase the use of multimodal transportation options. The state is responsible for the **maintenance** and improvement of this facility. WSDOT has indicated an overlay is scheduled for 2027. The City is working with WSDOT to request the advancement of that timeline and incorporation of **complete streets principles** in any improvements. Additionally, the City has taken the initiative to facilitate construction of a **roundabout at 40th Place NE** where an existing four-legged, skewed intersection has several safety and traffic challenges. The design is nearing completion and there is a funding gap of \$1.5M for construction.

City Financial Challenges

The 1% cap on property tax revenue has created an unsustainable fiscal structure for cities. Rising insurance rates are adding to this pressure. LFP’s liability premiums have gone up 21% over the last year. Bedroom communities like LFP are acutely impacted by this limitation and will not be able to continue providing current levels of municipal services to residents without a change, either through adjustment of the cap or other revenue tools.

Behavioral Health Care System Needs

LFP is a member of the Regional Crisis Response (RCR) agency which provides co-responder services to individuals experiencing a behavioral health crisis. The City supports sustainable funding for co-responder services, crisis stabilization centers in all areas of the state and investment in behavioral health facilities for individuals in need of longer-term care.

Other Legislative Priorities

City Tools & Resources: LFP supports the expansion of city tools and resources including incentives for development of affordable housing at the 30-50% AMI range, protection of the Public Works Trust Fund, and new revenue options for cities.

Recyclable Materials & Solid Waste: LFP is a leader in recycling. As a city, we have a waste diversion rate of 70%. The City supports product stewardship programs that divert products from the waste stream.

Lake Forest Park supports those elements of the Association of Washington Cities’ Legislative Agenda and Sound Cities Association Agenda that best serve the interests of the City.

City of Lake Forest Park State Legislative Agenda 2023-24



Top Priorities

Lyon Creek Fish Barrier Removal

In the last 7 years the city has replaced 6 culverts along Lyon Creek and fish activity has already increased. For these investments to be optimized and fish habitat restored, additional resources are needed. The structurally deficient state-owned culvert under SR 104 is funded, and construction is planned for 2024. There will be no increase in fish habitat from this state investment unless a downstream city owned culvert is addressed. To minimize impacts to the community through road closures and achieve cost savings through coordination, the city would like to address the fish barrier at the same time. The City is working toward design completion – the remaining need is \$2.42M for construction.

State Route 104 Investments

State Route 104 runs through the heart of Lake Forest Park. It is a two-lane highway that carries roughly 26,000 vehicles per day and increasingly more commercial freight. SR 104 is not only in poor condition but lacks safety measures that would increase the use of multimodal transportation options. The City has identified specific improvements that are needed along this state facility.

- **Roundabout:** The City has taken the initiative to facilitate construction of a roundabout at 40th Place NE where an existing four-legged, skewed intersection has several safety and traffic challenges. Design is nearing completion and there is a funding gap of \$900,000 for construction.
- **Bike/Ped Improvements:** LFP requests bike/ped infrastructure to improve non-motorized access to transit. Key improvements will increase safety for pedestrians and bicyclists and encourage the use of transportation alternatives.
- **Maintenance:** SR 104 is in desperate need of asphalt maintenance. The City requests SR 104 maintenance be prioritized by the state.

City Financial Challenges

The 1% cap on property tax revenue has created an unsustainable fiscal structure for cities. Bedroom communities like LFP are acutely impacted by this limitation and will not be able to continue providing current levels of municipal services to residents without a change, either through adjustment of the cap or other revenue tools.

North King County Crisis Receiving Center

The Cities of Lake Forest Park, Bothell, Kenmore, Kirkland, and Shoreline have identified a critical flaw in the existing crisis system: the lack of an alternative to hospital emergency rooms, jails, or inpatient stays to serve individuals in crisis. They've identified a solution and a partner to implement the solution but there is an outstanding need for capital dollars to make the solution a reality.

Other Legislative Priorities

City Tools & Resources: LFP supports the expansion of city tools and resources through full funding of the Public Works Trust Fund, incentives for increased density, and new revenue options for cities.

Recyclable Materials & Solid Waste: LFP is a leader in recycling. As a city, we have a waste diversion rate of 70%. The City supports product stewardship programs that divert products from the waste stream.

Lake Forest Park supports those elements of the Association of Washington Cities' Legislative Agenda and Sound Cities Association Agenda that best serve the interests of the City.



What to Expect During the 2024 Session

The 2024 legislative session will mark the second year of the 2023-25 legislative biennium. As a reminder, the state operates on a two-year cycle, with 2024 being the second year of that two-year cycle and is scheduled to begin on January 8, 2024, and last for 60 consecutive calendar days.

2024 Legislature – The Politics

Over half the Senate and all the House of Representatives will be [up for election in 2024](#). The upcoming election will likely influence what the Legislature decides to address during the 2024 session, as any action or lack thereof can have an impact on an incumbent’s race.

The Democrats will continue to hold a strong majority in both chambers. The current political party breakdown for each chamber is as follows:

- House of Representatives: 58 Democrats and 40 Republicans
- State Senate: 29 Democrats, 20 Republicans

The 2024 session will serve as an opportunity for the Legislature to make amendments to the 2023-25 budgets, and to reconsider any bill that was introduced but did not pass during the 2023 session. Although slight changes may occur, legislative caucus leadership, committee structures, and committee memberships will remain the same.

One of the known changes is that former Chair of the Senate Ways & Means Committee, Senator Christine Rolfes (D-Bainbridge Island) resigned from the Senate following her appointment to the Kitsap County Commission in Spring 2023. Rep. Drew Hansen (D-Bainbridge Island) was appointed to fill her seat in the Senate. Shortly after, [Greg Nance](#) was appointed to fill Rep. Hansen’s seat in the House. With Sen. Rolfes’ departure from the Senate, her role as lead operating budget writer was left vacant. Senator June Robinson (D-Everett) was selected to become the new Chair.

Federal Court Requires Redistricting to be Revisited: Every 10 years, Washington State redraws legislative district boundaries to ensure that each district contains an equal number of people. In 2021, the Washington State Redistricting Commission submitted their recommended maps to the legislature, albeit late, and the legislature approved the maps during the 2022 legislative session. Following the release of the maps, a lawsuit was filed claiming the boundaries of the 15th legislative district in Yakima and Tri-Cities violated federal voting rights laws by undermining the ability of Latino voters to participate equally in elections. In August 2023, a federal judge ruled in favor of the plaintiff and provided the State with two options to come into compliance: 1) Reconvene the Washington State Redistricting Commission to submit new legislative district boundaries to the Legislature by January 8, 2023 and enacted by the Legislature by February 7, 2023, which would require the Legislature to convene a special

session. 2) If the Commission does not convene, then the federal court will redraw the boundaries. Under either option, the new districts will be transmitted to the Secretary of State on or before March 25, 2024, so that it will be in effect for the 2024 elections. Governor Jay Inslee, Speaker of the House of Representatives Laurie Jinkins (D-Tacoma), and Senate Majority Leader Andy Billig (D-Spokane) have [publicly stated](#) that they do not plan to hold a special session and will defer to the federal court to redraw the legislative district boundaries. [Republicans](#) have argued that the state has a duty to reconvene the Washington Redistricting Commission, and deferring to the federal court is the state abdicating its power to another level of government.

2024 Legislative Session on the Horizon

Housing Policy and Funding: During the 2023 session, the Legislature invested approximately \$1 billion in affordable housing and shelter through the capital and operating budgets. Advocates for housing are indicating that while this is significant, it is not enough and that additional investments need to be made, especially to serve those households making 0-50% of the area median income. Advocates have gone as far as to criticize the efforts of the 2023 Legislature as focusing too much on spurring market-rate housing, and not dedicating the same level of resources or effort to address housing for the lowest-income populations. A version of last session’s proposal, [House Bill 1628](#), to **increase real estate excise taxes** for affordable housing is likely to return in 2024. Additionally, legislators are planning to consider a bill regarding **rent stabilization** and **incentives to convert commercial and market-rate residential buildings to affordable housing**.

Land Use and Development Regulations: During the 2023 session, the Legislature enacted over a dozen bills directing changes in local land use and development regulations to prompt more housing. Legislators and stakeholders have identified technical issues and unintended consequences that will likely be addressed in **“trailer” land use bills** in 2024. Additionally, the Legislature is likely to reconsider proposals on **transit-oriented development** and **lot splitting** that did not pass in 2024.

Transportation/Public Works: The Senate and House Transportation Committee Chairs, Senator Marko Lias (D-Edmonds) and Representative Jake Fey (D-Tacoma) have indicated that they will **be focused on how best to manage rising project costs** during the 2024 session. The Washington State Department of Transportation (WSDOT) estimates that each project is costing upwards of 30% more than the amounts appropriated in the state transportation budget and associated funding packages. For example, WSDOT briefed the I-405/SR 167 Executive Advisory Group (EAG) on a \$275 million funding shortfall to execute projects along that corridor alone. The Transportation Committee Chairs are encouraging WSDOT to address this shortfall through revenue adjustments and project delays along the corridor. The Washington State Transportation Commission is evaluating potential toll increases along the corridor to improve corridor performance and increase revenues.

The Legislature will be looking at **project delays and additional revenue** to balance rising project costs throughout the state; however, the soonest the Legislature is likely to adopt another transportation revenue package is in 2025.

2022 was the deadliest on Washington roadways in three decades. Thus far, 2023 has been deadlier than 2022. There are four factors contributing to a significant number of deadly crashes: driving under the influence of alcohol, distracted driving, speeding, and not wearing a seatbelt. Additionally, the Washington Traffic Safety Commission has also identified that there is an increased crash occurrence amongst those aged 18-24 and a need to provide greater access to driver's education. In 2024, the Legislature is likely to continue to explore ways to **reduce traffic fatalities**.

Climate/Environment:

Climate Commitment Act Revenues Higher than Forecasted: In 2021, the Washington State Legislature passed its version of a cap-and-trade program, the Climate Commitment Act (CCA), which auctions greenhouse gas emissions allowances. Since the program became operational in February 2023, auctions of carbon emission allowances have generated approximately a billion dollars, far outpacing forecasted revenues. When the Legislature approved the CCA, the Department of Ecology estimated it would bring in approximately \$220 million in 2023 and close to \$500 million every year thereafter. Revised estimates in 2022 suggested the state would generate \$480 million in 2023. Industries obligated to participate in the auction have stated that the rising costs are causing increased fuel and utility costs.

In the supplemental budgets, legislators will need to agree on how to spend additional state revenue generated by the May 2023 carbon auction.

During the 2024 legislative session, legislators will be grappling with how to modify the CCA to reduce costs on emitters. Washington State Senator and gubernatorial candidate Mark Mullet (D-Issaquah) has [announced one proposal](#), which proposes using the additional revenues collected by the CCA to lower car tabs statewide in 2025 and 2026, and lowering the price of allowances at auction to align with California's cap-and-trade program. Additionally, Representative April Connors (R-Kennewick) and Representative Mary Dye (R-Pomeroy) have proposed the [Carbon Auction Relief \(CAR\) Payment program](#), which would not make changes to the Climate Commitment Act, but would direct excess revenues under the program to send \$100 to each registered vehicle owner starting on July 1, 2024 at the time of their vehicle tab renewal. More proposals are expected to be announced as the 2024 Legislative Session nears. It's unclear of their prospects for advancing – Senate Ways & Means Chair, Senator June Robinson is quoted in a [Washington State Standard article](#) that “she’s ‘honestly not sure’ how lawmakers will handle the extra money generated from the sale of pollution allowances through the Climate Commitment Act. ‘I think it’s too new,’ she said. ‘Any change would be a big lift and hard to get done in a supplemental budget.’”

During the 2023 legislative session, the Legislature considered the **WRAP Act**, which would have established an extended product stewardship project, post-consumer recycled content requirements, and a bottle recycling program. The Legislature is likely to revisit this policy discussion in 2024.

Public Safety: The Legislature is likely to continue its ongoing discussion on public safety during the 2024 session and will consider proposals regarding **vehicular pursuits** and **interrogation of juveniles**. Additionally, consideration will be given to various proposals to increase **law enforcement recruitment and retention**.

Behavioral Health: New Senate Ways & Means Committee Chair, Senator June Robinson (D-Everett) publicly stated that the biggest fiscal challenge lawmakers will face this session is shoring up the state’s behavioral health system, which is under scrutiny from what’s known as the Trueblood lawsuit and a related settlement agreement. In July, the Department of Social and Human Services (DSHS) was ordered by a federal judge to pay \$100 million in fines for failing to comply with the [Trueblood settlement](#) and specifically not providing pre-trial detainees timely competency and restoration services. As part of that federal order, DSHS was directed to stop admitting civil conversion patients to state hospitals. “Civil conversion patients” are those criminal defendants whose felony charges have been dismissed for reasons of incompetency to stand trial and are then referred to DSHS to evaluate whether they should be civilly committed to a psychiatric facility. A civil conversion patient lacks the same rights as a Trueblood Class Member because Class Members possess rights under the Due Process Clause of the Fourteenth Amendment to receive timely competency evaluation and restoration treatment while they face criminal charges. Civil Conversion patients do not possess these same rights because they no longer face criminal charges and are not held in jail. Civil conversion patients and Trueblood Class Members have competing needs for beds. While the state is facing the federal order for failing to comply with the Trueblood settlement, nearly two dozen Washington counties have also sued DSHS for not providing services for “civil conversion” patients. Washington State currently has nearly 700 competency restoration beds.

Tax Policy: The Legislature does not traditionally tackle tax policy during short non-budget legislative sessions. However, we are expecting them to revisit a 2023 proposal to remove/increase the **1% growth limit on property tax levies** for local governments.

Upcoming Legislative Meetings:

October

- 10/9 – Senate Environment, Energy & Technology Committee work session on the Climate Commitment Act (CCA) and Climate Commitment Act investments update.
- 10/9 – Senate Transportation Committee work session on traffic safety and project costs.
- 10/9 – Senate Ways & Means Committee work session on the *Trueblood* lawsuit, housing and homelessness investments, and the Medicaid public health emergency wind down.
- 10/19 – House Transportation Committee work session on the Climate Commitment Act and transportation funding implementation
- 10/26 – House Housing Committee work session on common interest communities (restrictive land use covenants and housing supply), manufactured housing, and rent stabilization and notice.

- 10/27 – House State Government & Tribal Relations Committee work session on universal voting, democracy vouchers, ranked-choice voting, online voting, approval voting.
- 10/31 – Senate Housing Committee work session on housing affordability and the multifamily tax exemption program.

Association of Washington Cities Legislative Priorities

While a number of monumental changes were made during the 2023 legislative session, there are several local government priorities that remain and will require continued advocacy into 2024. All bills introduced during the 2023 session that did not pass will be automatically reintroduced in the 2024 session.

The Association of Washington Cities' [Legislative Priorities Committee](#) has wrapped up its work developing priority recommendations. The recommendations were considered and finalized by the AWC Board of Directors at its meeting in late September. The board adopted four priorities, listed below, along with a variety of other significant and support items.

Four recommended legislative priorities:

1. Public safety – Officer recruitment and retention
 - Additional funding tools and resources to support officer recruitment and retention, including but not limited to updating the Public Safety Sales Tax to allow an option to implement by councilmanic authority and providing greater flexibility on use of the funds.
 - Expanded access to mandated training, especially for the Basic Law Enforcement Academy (BLEA), including more regional academies to get new officers on the street faster and to support recruitment and retention.
2. Infrastructure investment
 - Continued state investment in local infrastructure (traditional and broadband), particularly for operations and maintenance.
 - Expanded funding options for state and local transportation, particularly for preservation and maintenance.
 - Climate Commitment Act funding for city priorities that support carbon reduction and climate resiliency.
3. Behavioral health
 - Greater access to the entire continuum of behavioral health services and substance use disorder (SUD) treatment for adults and juveniles, including crisis treatment, inpatient, intensive outpatient, and ongoing behavioral and mental health treatment and SUD treatment. This includes, but is not limited to, support to improve workforce and staffing issues at community treatment centers, and additional state funding for establishment and expansion of treatment facilities.
4. Property tax cap
 - Revise the property tax cap to tie it to inflation, up to 3%, and population growth factors, so that local elected officials can adjust the local property tax rate to better

serve their communities. The current 1% cap has created a structural deficit in the city revenue and expenditure model, resulting in a reliance on regressive revenues and artificially restricting the use of property taxes to fund community needs.

In addition to the recommendations on priorities, the board approved the following significant issues and support issues for 2024:

Significant Issues:

Drug possession and fentanyl crisis

- Direct funding to help offset cities’ costs for implementing the new Blake/drug possession law including funding for staffing, law enforcement assisted diversion, co-responder teams, therapeutic courts, and diversion programs.
- Technical fixes to address implementation issues related to SB 5536 (2023) that have been identified.

Affordable housing

- Expand real estate excise tax (REET) authority for state and locals (House Bill 1628) to fund affordable housing.
- Develop an approach to transit-oriented development density increases that addresses affordable housing needs, reflects existing and future community transportation modes, maintains consistency with local community development needs, and promotes complete communities with walkability and multimodal access to services.
- Remove barriers to condominium development and ownership.

Police officer recruitment and retention

- Pursue changes to eligibility requirements to allow those in DACA status to serve as police officers.
- Support changes that allow for part-time positions to be covered in the LEOFF 2 pension system.

Land use

- Allow cities time to implement recently adopted planning and zoning changes consistent with comprehensive plan update process. Provide adequate time, technical and financial support for land use and planning requirements.

Public safety – auto theft and property crime

- Further expand crimes eligible for pursuit to include auto theft and some property crimes.
- Support additional tools to address auto theft and property crime including additional investment in auto-theft prevention and enforcement programs and regional property crimes task forces and prosecution.

Public Records Act

- Explore ways to reduce the impact of abusive public records requests and litigation.

Culverts

- Support that State funding be provided for repairing and replacing fish-blocking locally owned culverts as a part of the State's overall resolution to the culvert injunction.

Water rights

- Work with the state to ensure that municipal water needs can be sustainably managed to meet present and future demand.

Liability

- Protect against liability expansion and new policies that would drive additional claims and litigation increasing costs especially in the area of law enforcement and public safety, and human resources.
- Explore tort reforms that would reduce liability and related costs for cities.

Producer responsibility for packaging

- Support proposals to establish a product stewardship framework for packaging.

Climate

- Seek direct Climate Commitment Act funding for city efforts/programs related to reducing or responding to the impact of climate change.

Emergency management

- Expand funding to cities for prevention, planning, response, and recovery for wildfires and other natural disasters.

Revenue options

- Support efforts to review and revise both state and local tax structures such that they rely less on regressive revenue options. Changes to the state tax structure should not negatively impact cities' revenue authority and should allow cities revenue flexibility to address their community's needs.

Support Issues:

Net ecological gain

- Support efforts to make progress on incorporating ecological improvement over time into environmental regulations rather than no net loss, while also defending against legal exposure and unfunded mandates.

Body worn cameras and dash cameras

- Support local efforts to implement use of body cameras and dash cameras as a tool to increase transparency during law enforcement interactions with members of the public. Explore updates to the Public Records Act to further protect privacy and reduce the costs associated with use of camera technology.

Childcare

- Support policies that expand access to affordable, quality childcare in Washington.
- Support policies that expand access to preschool including universal Pre-K.

State Infrastructure Bank

- Support the creation of a state-sponsored financing cooperative option that focuses on low interest (less than market rate) public infrastructure financing.

Audits

- Support further dialogue in identifying solutions to the delays cities experience with the state-required annual financial statement auditing processes conducted by the State Auditor's Office.

Housing Trust Fund

- Increase Housing Trust Fund (HTF) grants for cities and towns, especially for projects in small and medium sized jurisdictions in rural parts of the state and including dedicated funding for affordable home ownership and workforce housing statewide.

Elections

- Support policies that preserve local control and input regarding how local elections are administered.

unconstitutionally take private property. The purpose and intent section provides a list of purposes and guidelines for consideration when the Hearing Examiner is applying the criteria to an application requesting an RUE. The guidelines include footprint square footage, gross floor area square footage, and minimizing the area of critical area disturbance on the application site. City Council is holding a public hearing and then considering adoption of the final ordinance.

Background

Section 16.16.250 of the Lake Forest Park Municipal Code (LFPMC) provides a process by which an applicant may apply for a reasonable use exception from Chapter 16.16 LFPMC, Environmentally Critical Areas when the application of regulations in the Chapter prevents all reasonable economic use of the property.

After receiving community input early last year, the Planning Commission began the formal discussion of the issue at its May 2022 meeting. Public meetings were held on July 12, August 17, and September 13 of 2022, to consider possible amendments to LFPMC 16.16.250.

Fiscal & Policy Implications

Adoption of this ordinance would not add significantly to staff review time. The City’s hearing examiner may charge the City for additional time to ensure new criteria are addressed by applicants.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Adopt ordinance 	City Staff and the Hearing Examiner are given policies and guidelines for use with criteria pertaining to the review and approval of Reasonable Use Exceptions, and additional requirements have been added to enhance future compliance and enforcement.
<ul style="list-style-type: none"> • No action 	Amendments will not be adopted, and staff will continue review as guided by Council.

Staff Recommendation

Review the draft ordinance, consider any public testimony during the public hearing, and adopt the proposed ordinance or provide guidance to the Administration on any changes needed prior to adoption.

ORDINANCE NO. 23-1278

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING SECTION 16.16.250 OF THE LAKE FOREST PARK MUNICIPAL CODE, REASONABLE USE EXCEPTION TO ALLOW FOR REASONABLE ECONOMIC USE; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, section 16.16.250 of the Lake Forest Park Municipal Code (LFPMC) provides a process by which an applicant may apply for a reasonable use exception from Chapter 16.16 LFPMC, Environmentally Critical Areas, when the application of regulations in the Chapter prevents all reasonable economic use of the property; and

WHEREAS, given the importance of critical areas in our community and recent experiences with a lack of compliance with orders granting reasonable use exceptions, the Lake Forest Park Planning Commission (Planning Commission) was tasked with reviewing the relevant provisions in the LFPMC; and

WHEREAS, the Planning Commission received input from the community and held public meetings to consider possible amendments to LFPMC 16.16.250 on July 12, August 17, and September 13 of 2022; and

WHEREAS, an Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act, Chapter 43.21C RCW, pursuant to Chapter 197-11 WAC, and a Determination of Non-Significance (“DNS”) was issued on September 18, 2023; and

WHEREAS, in accordance with the requirements set forth in RCW 36.70A.106, the City provided the Washington State Department of Commerce notice of the City’s intent to adopt the proposed amendments and notice was received that the Department had granted expedited review on October 3, 2023; and

WHEREAS, the City Council held public meetings to review amendments to LFPMC 16.16.250 on February 23, 2023, August 14, 2023, and October 26, 2023; and

WHEREAS, the City Council held a public hearing on October 26, 2023, regarding the proposed ordinance;

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

Section 1. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 16.16.250 LFPMC, Reasonable use exception to allow for reasonable economic use, as follows:

A. Policy. The policy behind this reasonable use exception is to provide a mechanism that protects critical areas and approves the bare minimum amount of use and disturbance when strict application of this chapter would deny all reasonable economic use of a property. This policy recognizes that the city’s comprehensive plan and the Washington State Growth Management Act mandate the adoption of policies and development regulations that protect the functions and values of critical areas, and the use of best available science when developing such policies and regulations. These mandates are at times juxtaposed with the obligation to not unconstitutionally take private property. Especially when avoiding conflicts between new development and protecting critical areas is becoming increasingly difficult in urban areas like Lake Forest Park.

The City starts from the premise that alteration or work in, or development of, critical areas and their buffers is prohibited. Critical areas in Lake Forest Park include a variety of environmental features important to the community and beyond. For example, there are approximately 50 acres of wetlands that range from large and complex wetland systems to small pockets of wetlands. Streams range from large, containing a variety of fish species, to small, intermittent creeks. Steep slopes are also prevalent in areas of the City and vary from stable to prone to landslides. The City recognizes that some critical areas may constitute an ecosystem or part of ecosystems that transcend the boundaries of individual lots and the City. The City also respects and recognizes that private property owners should not be required to bear the entire economic burden of the benefits afforded to the community at large by protecting critical areas.

B. Purpose and intent. The purpose and intent of this section is to:

1. Protect critical areas;
2. Preserve the existing functions and values of critical areas;
3. Limit and minimize disturbance to critical areas;
4. Protect public and private property from damage due to landslides, seismic hazards, flooding, sedimentation, or erosion;
5. Safeguard the public from hazards to health and safety;
6. Prevent the unconstitutional taking of private property rights;

7. Require use of innovative construction techniques, products and design that minimize to the greatest extent possible net loss of critical area functions and values while also supporting reasonable economic use of a lot;
8. Require compensatory mitigation for unavoidable harm done to critical areas;
9. Require and implement conditions that ensure, for the life of the project, that the minimal disturbance and mitigation authorized by this section are strictly maintained; and
10. Provide the following guidelines for consideration when applying the criteria in D below, with the understanding that the specific conditions of each lot must be taken into consideration:
 - a. Advances have been made in the design and market acceptance of single-family dwellings with smaller footprints and square footage. The reasonable economic use guideline for footprint and gross floor areas are a single-family dwellings with a footprint no greater than 750 square feet and a maximum gross floor area of 1500 square feet, including cantilevered areas, and an attached garage not to exceed a footprint and gross floor area of 250 square feet. Under this guideline, if no garage is provided, the square footage of the garage would not be allocated to the square footage allowance of the primary residence.
 - b. To minimize the area of critical area disturbance area, consider limiting the maximum amount of disturbance to the dwelling's footprint, minimum walkways and driveways needed to access the lot, associated utilities, and a 10-foot buffer around the dwelling footprint necessary for repair and maintenance.

CA. If the application of this chapter will prevent any reasonable economic use of the owner's property, then the applicant may apply to the planning department for an exception from the requirements of this chapter and the application shall be processed pursuant to the provisions of Chapter 16.26 LFPMC. ~~B.~~The planning director shall forward the application, along with the record submitted to the city and the director's recommendation, to the hearing examiner for decision.

DC. The hearing examiner shall grant an exception only if:

1. Application of the requirements of this chapter will deny all reasonable economic use of the property; and
2. There is no other reasonable economic use with less impact on the critical area; and

3. The proposed development does not pose an unreasonable threat to the public health, safety, or welfare, on or off the proposed site, and is consistent with the general purposes of this chapter and the comprehensive plan; and

4. Any alteration is the minimum necessary to allow for reasonable economic use of the property; and

5. The inability to derive reasonable use is not the result of an action or actions taken by the applicant's actions or that of a previous property owner, such as by altering lot lines that result in an undevelopable condition.

~~D. The hearing examiner shall grant an exemption from the requirements of this chapter only to the minimum necessary extent to allow for reasonable economic use of the applicant's property.~~

E. The hearing examiner shall condition any exception from the requirements of this chapter upon conditions ~~recommended by the city~~ and upon compliance with any mitigation plan necessary to satisfy the criteria in this section.~~approved by the city.~~

F. For any in-water or wetland work it is the applicant's responsibility to obtain all state and federal approvals before beginning work.

G. All exceptions shall be conditioned on the property owner providing a financial security guarantee, in a form approved by the City, for the required critical area mitigation performance and maintenance. The amount of the financial guarantee shall be subject to approval of the City and based on a qualified professional's cost estimate of the current market value of labor and materials for the approved mitigation and monitoring plan as well as a thirty percent contingency.

H. The hearing examiner's decision granting an exception and all other mitigation documents shall be recorded against the real property in question with the King County Recorder's Office.

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

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

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

APPROVED BY A MAJORITY the Lake Forest Park City Council this XXX day of XXX, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective:



Memorandum

To: City Council
From: Planning Commission
Date: September 13, 2022
Re: Recommended updates to the RUE Code (LFPMC 16.16.250)
Attachment: Draft Code Revisions for LFPMC 16.16.250 for Recommendation to City Council

On September 13, 2022, the Lake Forest Park Planning Commission approved the attached draft of recommended changes to the *City’s Reasonable use exception to allow for reasonable economic use* code found in LFPMC 16.16.250. While we did not hold a public hearing on these recommendations, we received input from the community prior to the start of our work at our May 2022 meeting. Since then, we have had some public comment at our meetings through the summer. Further, based on input received from City Attorney Pratt, Director Bennett, and our own discussions it would appear there are few changes we can make to this section of our code that would serve to enhance its impact on our community.

There are, however, a few significant changes we can make that should ensure the adopted mitigation plans on these properties are realized.

1. Require a financial security guarantee for the required critical area mitigation performance and maintenance; LFPMC 16.16.250 Section 1.G of the recommendations.
2. Require the hearing examiner’s decision granting an exception to be recorded against the real property with the King County Recorder’s Office; LFPMC 16.16.250 Section 1.H of the recommendations.

In addition to the code amendments being recommended above, the Planning Commission also recommends that the Planning Department formalize the tracking of annual monitoring reports for all projects that are required to have a monitoring program. As a result of the Commission’s review of existing RUE projects, it was determined that at least one project had failed to submit the required annual reports after the initial inspection and report was done in 2019. It wasn’t until after the sale of the property and questions were raised that it was realized the reports for 2020 and 2021 had not been submitted. Once reminded of the requirement, the permittee did have a qualified professional prepare a 2022 report. Additionally, the Commission did not review RUE monitoring reports. The Planning Department is working with the new owner to ensure completion of the remaining three years of monitoring and is developing a system for proactively notifying permittees that annual reports are due for their projects.

Finally, the Planning Commission would like to recommend priority be given to hiring additional support for the Planning Department to oversee the various enforcement needs that exist in relationship to our Environmentally Critical Areas (Chapter 16.16) along with other key areas of our building code. Significant work has gone into developing the code that shapes our city and we need similar effort on enforcement of that code.

The Planning Commission would be happy to send a representative to assist staff and the City Attorney in providing additional background on these recommendations and to address any questions that Councilmembers have about them.

DRAFT AMENDMENTS
CHAPTER 16.16.250, REASONABLE USE EXCEPTION, LFPMC
(September 13, 2022 Planning Commission Meeting Recommended Amendments)

Section 1. AMEND. The City Council of the City of Lake Forest Park hereby amends section 16.16.250 LFPMC, Reasonable Use Exceptions, as follows:

A. If the application of this chapter will prevent any reasonable economic use of the owner's property, then the applicant may apply to the planning department for an exception from the requirements of this chapter and the application shall be processed pursuant to; ~~may be applied for in accordance with~~ the provisions of Chapter 16.26 LFPMC.

B. The planning director shall forward the application, along with the record submitted to the city and the director's recommendation, to the hearing examiner for decision.

C. The hearing examiner shall grant an exception only if:

1. Application of the requirements of this chapter will deny all reasonable economic use of the property; and

2. There is no other reasonable economic use with less impact on the critical area; and

3. The proposed development does not pose an unreasonable threat to the public health, safety, or welfare, on or off the proposed site, and is consistent with the general purposes of this chapter and the comprehensive plan; and

4. Any alteration is the minimum necessary to allow for reasonable economic use of the property; and

5. The inability to derive reasonable use is not the result of an action or actions taken by the applicant or property owner.

D. The hearing examiner shall grant an exemption from the requirements of this chapter only to the minimum necessary extent to allow for reasonable economic use of the applicant's property.

E. The hearing examiner shall condition any exception from the requirements of this chapter upon conditions ~~recommended by the city and upon~~ compliance with any mitigation plan necessary to satisfy the criteria in this section. approved by the city.

F. For any in-water or wetland work it is the applicant's responsibility to obtain all state and federal approvals before beginning work.

G. All exceptions shall be conditioned on the property owner providing a financial security guarantee, in a form approved by the City, for the required critical area mitigation performance and maintenance. The amount of the financial guarantee shall be subject to approval of the City and based on a qualified professional's cost estimate of the current market value of labor and materials for the approved mitigation and monitoring plan as well as a thirty percent contingency.

H. The hearing examiner's decision granting an exception and all other mitigation documents shall be recorded against the real property in question with the King County Recorder's Office.



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date October 26, 2023

Originating Department Finance Department

Contact Person Lindsey Vaughn, Finance Director

Title 2023-2024 Mid-Biennial Budget Adjustment (Amendment)

Legislative History

- First Presentation - September 28, 2023 Mayor’s Proposed 2023-2024 Mid-Biennial Budget
- Second Presentation – October 12, 2023 Work Session
- Third Presentation – October 26, 2023 Public Hearings
- Future: Action - November 9, 2023 Adoption of all Budget Related Items

Attachments:

1. Ordinance 23-1279/Setting the Estimated Assessed Valuation and Maximum Property Tax Dollar amount for 2024
2. Ordinance 23-1280/Regarding Property Tax Dollar Amount Increase and Percentage Increase for 2024
3. Resolution 23-1922/Adopting the 2024 Surface Water Rate
4. Resolution 23-1923/Adopting the 2024 User Fees
5. Ordinance 23-1281/Amending the Adopting the 2023-2024 Biennial Budget and attachments

Executive Summary

The City of Lake Forest Park follows a biennial budget process, mandating a thorough mid-cycle review to ensure alignment between budgeted amounts and actual financial performance. The City’s Administration has performed the required mid-biennial budget review and is proposing a mid-biennial budget adjustment.

Numerous alterations have arisen throughout 2023 necessitating amendments to the currently adopted budget. Including continually rising insurance costs, union agreement ratifications, unanticipated police dispatch transition, increasing jail service expenses, non-represented salary adjustments, a surface water capital project, and a newly approved investment interest to name a few. A detailed explanation is provided in the narrative of adjustments.

Property Tax

In an effort to maintain the current levels of service, the City finds that it must levy the maximum 1.0% property tax allowable under State law. The maximum allowable levy includes a one percent increase compared to the prior year levy and includes an additional levy amount for new construction. The maximum allowable levy also re-levies an amount from the prior year levy that was refunded as a result of property valuation appeals. The proposed levy is \$3,683,064 which represents the maximum allowable levy. The following table contains a breakdown of the proposed levy.

Proposed 2024 Property Tax Levy	
2023 Highest Lawful Levy	3,434,579
Limit Factor Increase 1%	34,346
Subtotal of Levy Amount	3,468,925
New Construction Value	4,666
Prior Year Refunds	9,473
Subtotal for Current Allowable Levy	3,483,064
<i>Estimate High for Additional Changes</i>	<i>200,000</i>
2024 Property Tax Levy	3,683,064

Due to the numbers being preliminary, the City must estimate high to capture all available funds. The final new construction, increases in state assessed property, and the final current year refund values will not be available until after the City is required to adopt and submit the 2024 property tax levy ordinance to King County by November 30th. That is the reason for the *Estimate High for Additional Changes* line in the above chart of \$200,000. Actual property tax collections are based on the final amounts, so actual collections may differ compared to the amounts represented in the above table.

Health and Wellness Grant

In 2022/23, the police department received a \$15,000 grant for Health and Wellness from WASPC. For 2023, the remaining amount was used to purchase fitness equipment for \$8,851. The city received the reimbursement and this wellness grant is presented as a pass-through cost in the General Fund.

Blake Reimbursement

The Administrative Office of the Court (AOC) provided municipal courts with a grant to reimburse all courts affected by the *State vs. Blake* decision. On February 25, 2021, the Washington State Supreme Court in *State vs. Blake* declared Washington’s strict liability drug possessions statute unconstitutional. Consequently, persons convicted in Washington State under RCW 69.50.4013(1) for possession of controlled substances may be eligible to have their drug conviction vacated and any fines, assessments, and fees paid refunded. AOC set aside state funds to reimburse municipal courts for the refunds issued.

The *Blake* reimbursement for the City in 2023 was a total of \$42,716. The expenditures were \$34,197 which included the reimbursement to all qualifying defendants and additional work by the prosecuting attorney. The difference was internal court and finance staff time.

Police Overtime Services: Reimbursement by Outside Entities

During the preparation of the original budget the Police Department included overtime costs on the expenditure side to include the cost for outside police coverage. The revenue side was not arcuately accounted for, which assists in offsetting the larger police overtime expenditure budget allocation. A

couple of the outside agencies that use the City of Lake Forest Park's Police services are the University of Washington for events and Town Center for additional security.

Washington State Settlement Opioid Litigation

The City is currently receiving opioid settlement funds due to multiple states, counties, and cities uniting against various entities within the pharmaceutical supply chain who manufacture, distribute, and dispense prescription opioids. The funds received from the opioid epidemic must be spent to combat the opioid epidemic. At the time the multiple agreements were approved by City Council, the actual settlement revenue the City would receive, and when, was unknown. To date, the City has received \$12,732 and anticipates another \$4,000 in the near future.

Police Patrol Equipment: Rifles

House Bill 1240 prohibits the manufacture, importation, distribution, and sale of assault-style weapons in Washington, with an exception for sales made to armed forces and law enforcement. Patrol rifles that were personally owned were pulled from operations. The Council approved expenditure to provide equipment for 21 commissioned officers was \$94,605, but the actual cost turned out to be closer to \$70,500.

Dispatch Services (Bothell to NORCOM)

Following the dissolution of Bothell's dispatch services, the City sought an Interlocal Agreement (ILA) with NORCOM dispatch. The prior cost for dispatch, equipment, and maintenance through Bothell was \$180,000 annually. For the 4th quarter of 2023, the budget allocated to Bothell Dispatch is \$44,840, prorated at \$14,947 for October. The remaining budget of \$29,893 is designated for NORCOM services for November and December. A payment of \$71,665 will be made to NORCOM for dispatch services for this period. This leaves an additional \$41,772 needed, requiring a budget adjustment to conclude 2023 appropriately. Looking ahead to 2024, the current Dispatch Budget remains at \$180,000. However, estimated NORCOM costs for the year total \$463,560, resulting in an additional \$283,560 necessitating a budget adjustment. It's important to note that there could be supplementary costs for historical data conversion, license fees for accessing the old system, and other unforeseen services during this transition. Planning and adapting the budget for these contingencies will be vital for a smooth transition and efficient dispatch services in the coming year.

Jail Services: Municipal Court and Police Department

Jail costs saw a significant rise in the past year due to Yakima canceling its jail housing contract. The alternatives were Snohomish County Jail and King County Jail. Lynnwood Jail is closed for remodeling and the building of a new facility. The anticipated opening is in 2024. This, combined with higher bookings, a new judge holding defendants accountable, and inflation led to substantial cost increases. The approval of the Sunnyside Jail Interlocal Agreement (ILA) is expected to reduce future jail costs for defendants with long-term stays. The jail costs are currently at 92% of the 2023/2024 budget allocation; double the anticipated budget. The Administration is hopeful with the new Sunnyside ILA that the future cost will be more in line with historical jail costs and will be continually monitored. The budget is being expanded cautiously, including an additional \$150,000.

Investment Interest: New Strategy Approved Spring 2023

The Budget & Finance Committee recently approved a new investment strategy for a longer-term investment of the City's money through governmental agency bonds. The strategy allows the City to more effectively estimate future investment interest revenues. The governmental agency bonds yield (interest rate) ranges from 3.4-4.92% while the shorter-term interest rates are currently ranging between 4.3-5.3%. The City's longer term governmental bonds provide a fiscally predictable interest rate for the duration of each governmental agency bond with laddered maturity dates ranging from March 2024 to May 2028. The shorter-term interest rates are more unpredictable while the government agency bonds provide financial stability for a substantial portion of the City's money. Both short and long-term financial investments are necessary for the City.

The conservatively estimated investment interest has a value of over a million dollars to adjust for 2023's actual revenue and 2024's estimated governmental agency bond and short-term investment interest. Investment interest was estimated extremely low in the original budget due to the pandemic and uncertain economy. The new investment strategy that was recently approved is the only revenue change that benefits all City funds as the distribution allocation is based on cash balances for each fund.

Cost of Living and Market Adjustments

Police Guild - Limited Term Employees:

The city devised a strategic plan to counter the potential loss and retirement of current police staff within the next two years. This involved introducing a category termed "Limited Term Employees," allowing for the addition of three extra police officers. The primary goal is to provide flexibility in training new staff – a process requiring approximately 1-2 years to attain proficiency. Currently, the police department has successfully hired two laterals and one entry-level officer to fill the approved Full-Time Equivalent (FTE) positions. To address staffing needs and uncertainties, the department is in the process of evaluating several promising candidates for hiring into these Limited Term Employee (LTE) positions. The anticipated annual cost of the three additional LTE's is estimated at \$540,000 for salary, benefits, specialty pay, uniforms, and equipment. The city recognizes that costs may fluctuate based on factors such as staff retirements, officers departing for other agencies, or new officers not meeting department expectations and/or successfully completing training requirements.

In conjunction with this initiative, diligent monitoring of the Uniform, Equipment, and Civil Service budgets is imperative to ensure adequate provisions for hiring new officers while maintaining overall fiscal prudence. This holistic approach aims to strengthen the police force, enhance retention, and prepare for future police staffing challenges effectively.

During the spring of 2023 the city elected, in partnership with the Police Guild, to reopen the agreement to evaluate increasing current wages to all represented guild employees and the Lieutenants to address salary compression concerns. The decision to reopen the Guild union agreement was made to remain competitive in the labor market and address retention concerns among police staff. A 5% increase in their salaries was implemented, effective June 1st, 2023. Increasing the wages proved instrumental in incentivizing police staff members contemplating a move to other police departments to stay within our organization. The value of increasing the police department wages 5% is roughly \$100,000.

Due to the addition of the 3 recently approved Limited Term Police Officers being included in the proposed mid-biennial budget adjustment at \$540,000 the additional market adjustment increase was thoughtfully not included in the mid-biennial budget adjustment. However, the police budget salaries and benefits will be closely monitored and may need to be expanded at a future budget amendment in the second or third quarter of 2024. With the inclusion of the \$540,000 for the 3 Limited Term Police Officer in the proposed mid-biennial budget adjustment, cost savings realized to date through vacancies and the likelihood that the 3 LTE positions will not be filled concurrently, the 5% market adjustment is not recognized in this adjustment. The police budget salaries and benefits will be closely monitored and will be expanded at a future budget amendment in the second or third quarter of 2024, if necessary.

Teamsters Union:

Cost of living adjustments for the Teamsters Union were included in the originally adopted budget. However, the additional market adjustments and retro pay for 2022 were not included and need to be amended in the current budget. The retro pay for Teamsters in 2022 was a total of \$15,000. The value of the market adjustment was \$33,000 for 2023 and \$21,000 for 2024. The contract was voted and

approved by Teamsters mid-2023 and was followed by City Council approval to ratify the Teamsters Union contract from 2022-2024. The total cost of the retro pay and market adjustments for 2022, 2023, 2024 is \$69,000. The funds that include employee salary and benefit increases are the following: General Fund, Street Fund, Sewer Utility Fund, and Surface Water Utility Fund.

Management Professional Employees (MPE's):

During the preparation of the currently adopted budget, only anticipated cost of living adjustments for all Management Professional Employees (MPE's) were included. During the Police Guild and Teamsters Union negotiations, compression with supervising non-represented employees was identified and addressed to eliminate wage compression issues for supervising MPE staff. The full evaluation of all MPE's, also known and referred to as non-represented employees, is usually completed every couple of years to make sure staff are appropriately compensated and market adjustments are completed when appropriate. An evaluation of all MPE's was due to align compensations appropriately within the labor market to retain valued city employees. The total value for all MPE's market adjustments is \$170,000, including salaries, benefits, and related payroll taxes. The funds that include employee salary and benefit increases are the following: General Fund, Street Fund, Transportation Capital Fund, Sewer Utility Fund, and Surface Water Utility Fund.

Sewer Rates

King County's sewer charges will be increased by 5.75%, which equals a \$3.00 monthly increase to City of Lake Forest Park residents that will have to be passed through as a rate increase. The rate increase will go into effect on January 1, 2024. The City has also included a rate increase of \$0.62 that will go into effect on January 1, 2024, which reflects a 3% increase from 2023. Both rate increases for 2023 and 2024 were included in the originally adopted 2023-2024 biennial budget by resolution.

Monthly Residential Rates

	2022	2023	2024
County	49.27	52.11	55.11
City	20.16	20.77	21.39
	\$ 69.43	\$ 72.88	\$ 76.50
Monthly Increase: \$	3.04	\$ 3.45	\$ 3.62
Total Increase	4.6%	5.0%	5.0%
County Portion	4.0%	5.75%	5.75%
City Portion	6%	3.0%	3.0%

Commercial & Multi-Family (consumption based)

	2022	2023	2024
County	6.22	6.57	6.95
City	4.08	4.20	4.33
	10.30	10.78	11.28
Monthly Increase: \$	0.47	\$ 0.48	\$ 0.50
% Increase:	4.8%	5%	5%

Wastewater (Sewer) Excise Tax

By policy, the City levies excise tax on owners of property that can be connected to the City's sewer system, but the owner chooses not to connect. The amount levied changes in alignment with increases in the City's portion of the sewer utility charges.

The current rate is \$20.77 billed and payable bimonthly for the privilege of operating an on-site wastewater disposal system in lieu of connecting to the public system. The Wastewater excise tax portion does not increase when King County increases their portion of the sewer rate, only the City's portion. The new sewer excise tax rate for 2024 will be \$21.39 in 2024 increasing by 3%.

Surface Water Rate

To address the ongoing maintenance and operations costs associated with the City's surface water infrastructure, the 2023-2024 budget includes a 10% increase each fiscal year to surface water rates which equals a \$24.62 annual increase for City of Lake Forest Park residents in 2024. Similar to property tax, the surface water rates need to be amended annually, even though the City adopts a Biennial (two-year) budget.

Surface Water				
Class	Class Description	2023 Rate	10%	2024 Rate
1	single family residential	\$ 246.24	\$ 24.62	\$ 270.86
2	very light (0-10 IA)	\$ 246.24	\$ 24.62	\$ 270.86
3	light (10-20% IA)	\$ 591.86	\$ 59.19	\$ 651.04
4	moderate (20-45% IA)	\$ 1,190.32	\$ 119.03	\$ 1,309.35
5	moderately heavy (45-65% IA)	\$ 2,298.52	\$ 229.85	\$ 2,528.37
6	heavy (65-85% IA)	\$ 2,914.15	\$ 291.42	\$ 3,205.57
7	very heavy (85-100% IA)	\$ 3,817.17	\$ 381.72	\$ 4,198.88

Sewer and Surface Water Utility Taxes

The Administration cautiously entered only one year of the new revenue for the sewer and surface water utility taxes in the general, sewer utility, and surface water funds. As a result, the revenue needs to be increased in all three funds along with the expenditure in the sewer utility and surface water utility funds. The utility tax is paid for by the rate payers of the sewer utility and the surface water funds. All three transactions for both the sewer utility, the surface water utility, and the general funds are presented on the schedule of adjustments.

Surface Water 35th Avenue Capital Project

The project includes the installation of a storm water facility to convey storm water from the public right-of-way through a city acquired easement on private property. This work improves a long-standing condition by directing the storm water to a more advantageous location and avoids the two more costly options, north and south, within the city's street right-of-way.

Background

The City adopts a mid-biennial budget amendment every other year in odd-numbered years. The budget process begins with the Mayor proposing a mid-biennial budget adjustment, followed by City Council deliberations on the Mayor's proposal and a public hearing. The City Council can make any changes that it desires to the Mayor's proposal and when the City Council has a budget that it is satisfied with, then the City Council moves to adopt the mid-biennial budget. The budget amendment ordinance will be the result of this process.

The currently proposed mid-biennial budget adjustment will continue existing levels of service for all city services. The Mayor's Proposed 2023-2024 Mid-Biennial Budget and video recordings of the Budget and Finance Committee budget deliberations are all posted and available on the City's website.

Fiscal & Policy Implications

GENERAL FUND				
	Revenue(R)/Expend.(E)	<u>2023-2024</u> <u>Adjustment</u> <u>Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
<u>Title</u>				
WASPC Behavioral Health Grant	R	\$ 8,851	\$ 8,851	
WA ST AOC Blake Reimbursement	R	\$ 42,716	\$ 42,716	
Sewer Utility Tax	R	\$ 154,000	\$ 154,000	
Surface Water Utility Tax	R	\$ 63,000	\$ 63,000	
Police OT Services (Reimbursed by outside entities for additional coverage)	R	\$ 80,000	\$ 80,000	
Investment Interest	R	\$ 433,500	\$ 433,500	
State Opioid Settlement	R	\$ 16,732	\$ 16,732	
General Fund Revenue Adjustment Total		\$ 798,798	\$ 798,798	
Management Professional Employees (MPE) Salaries	E	\$ 97,000		\$ 97,000
Management Professional Employees (MPE) Benefits	E	\$ 39,000		\$ 39,000
Washington Cities Insurance Authorities	E	\$ 39,282		\$ 39,282
Judgements/Settlements Blake & Professional Services	E	\$ 34,197		\$ 34,197
Police Department Salaries - Limited Term Positions	E	\$ 300,000		\$ 300,000
Police Department Benefit - Limited Term Positions	E	\$ 220,000		\$ 220,000
Police Uniform Expenses	E	\$ 15,000		\$ 15,000
Police Department - WASPC Behavioral Health Grant (Pass Through)	E	\$ 8,851		\$ 8,851
Police Equipment: Rifles	E	\$ 70,500		\$ 70,500
Civil Service Commission - Professional Services for Police Hires	E	\$ 5,000		\$ 5,000
Dispatch Services	E	\$ 310,385		\$ 310,385
Jail Expenses	E	\$ 150,000		\$ 150,000
Teamsters Salaries & Benefits	E	\$ 13,800		\$ 13,800
General Fund Expenditure Adjustment Total		\$ 1,303,015		\$ 1,303,015
Total Net Change to the General Fund		\$ (504,216)		
STREET FUND				
		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
<u>Title</u>				
Interest Investment	R	\$ 39,500	\$ 39,500	
Street Fund Revenue Adjustment Total		\$ 39,500	\$ 39,500	
Management Professional Employee (MPE) Salaries	E	\$ 2,500		\$ 2,500
Management Professional Employee (MPE) Benefits	E	\$ 1,000		\$ 1,000
Teamsters Salaries & Benefits	E	\$ 17,250		\$ 17,250
Washington Cities Insurance Authorities	E	\$ 2,885		\$ 2,885
Street Fund Expenditure Adjustment Total		\$ 23,635		\$ 23,635
Total Net Change to the Street Fund		\$ 15,865		

STRATEGIC OPPORTUNITY FUND				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Investment Interest	R	\$ 103,000	\$ 103,000	
Strategic Opportunity Fund Revenue Adjustment Total		\$ 103,000	\$ 103,000	
	E			\$ -
Strategic Opportunity Fund Expenditure Total		\$ -		\$ -
Total Net Change to the Strategic Opportunity Fund		\$ 103,000		

CAPITAL IMPROVEMENT FUND				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Investment Interest	R	\$ 107,500		
Capital Improvement Fund Revenue Adjustment Total		\$ 107,500	\$ 107,500	\$ -
	E			\$ -
Capital Improvement Fund Expenditure Adjustment Total				\$ -
Total Net Change to the Capital Improvement Fund		\$ 107,500		

CAPITAL FACILITY MAINTENANCE FUND				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Investment Interest	R	\$ 48,500		
Capital Facility Maintenance Fund Revenue Adjustment Total		\$ 48,500	\$ 48,500	\$ -
	E			\$ -
Capital Facility Maintenance Fund Expenditure Adjustment Total				\$ -
Total Net Change to the Capital Facility Maintenance Fund		\$ 48,500		

TRANSPORTATION CAPITAL FUND				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
	R			
Investment Interest	R	\$ 107,520	\$ 107,520	
Transportation Capital Fund Adjustment Total		\$ 107,520	\$ 107,520	
Engineering Salaries	E	\$ 6,500		\$ 6,500
Engineering Benefits	E	\$ 2,500		\$ 2,500
Washington Cities Insurance Authorities	E	\$ 807		\$ 807
Transportation Capital Fund Revenue Adjustment Total		\$ 9,807		\$ 9,807
Total Net Change to the Transportation Capital Fund		\$ 97,713		

CAPITAL FACILITIES MAINTENANCE FUND				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Investment Interest	R	\$ 48,500		
Capital Facility Maintenance Fund Revenue Adjustment Total		\$ 48,500	\$ 48,500	\$ -
	E			\$ -
Capital Facility Maintenance Fund Expenditure Adjustment Total				\$ -
Total Net Change to the Capital Facility Maintenance Fund		\$ 48,500		

SEWER UTILITY FUND				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Investment Interest	R	\$ 49,000	\$ 49,000	
Sewer Utility Tax	R	\$ 154,000	\$ 154,000	
Sewer Utility Fund Revenue Adjustment Total		\$ 203,000	\$ 203,000	
Management Professional Employee (MPE) Salaries	E	\$ 5,000		\$ 5,000
Management Professional Employee (MPE) Benefits	E	\$ 2,000		\$ 2,000
Teamsters Salaries & Benefits	E	\$ 17,250		\$ 17,250
Professional Services - Invoices from 2022 paid in 2023	E	\$ 15,000		\$ 15,000
Repairs & Maintenance - from 2022 paid in 2023	E	\$ 15,000		\$ 15,000
Washington Cities Insurance Authorities	E	\$ 3,070		\$ 3,070
Sewer Utility Tax	E	\$ 154,000		\$ 154,000
Sewer Utility Fund Expenditure Adjustment Total		\$ 211,320		\$ 211,320
Total Net Change to the Sewer Utility Fund		\$ (8,320)		
SEWER CAPITAL FUND				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Investment Interest	R	\$ 134,000	\$ 134,000	
Sewer Capital Revenue Adjustment Total		\$ 134,000	\$ 134,000	
	E			\$ -
Sewer Capital Fund Expenditure Adjustment Total		\$ -		\$ -
Total Net Change to the Sewer Capital Fund		\$ 134,000		
SURFACE WATER UTILITY FUND				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Investment Interest	R	\$ 52,000	\$ 52,000	
Surface Water Utility Tax	R	\$ 63,000	\$ 63,000	
Surface Water Utility Fund Revenue Adjustment Total		\$ 115,000	\$ 115,000	
Management Professional Employee (MPE) Salaries	E	\$ 11,000		\$ 11,000
Management Professional Employee (MPE) Benefits	E	\$ 4,500		\$ 4,500
Teamsters Salaries & Benefits	E	\$ 20,700		\$ 20,700
Professional Services - Invoices from 2022 paid in 2023	E	\$ 130,000		\$ 130,000
Washington Cities Insurance Authorities	E	\$ 4,144		\$ 4,144
Surface Water Utility Tax	E	\$ 63,000		\$ 63,000
Surface Water Utility Fund Revenue Adjustment Total		\$ 233,344		\$ 233,344
Total Net Change to the Surface Water Utility Fund		(118,344)		
SURFACE WATER CAPITAL FUND				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Investment Interest	R	\$ 70,000	\$ 70,000	
Surface Water Capital Revenue Adjustment Total		\$ 70,000	\$ 70,000	
35th Ave Project - Design, ROW, Construction, Const. Management	E	\$ 560,000		\$ 560,000
Surface Water Capital Fund Expenditure Adjustment Total		\$ 560,000		\$ 560,000
Total Net Change to the Surface Water Capital Fund		(490,000)		
VEHICLE & EQUIPMENT REPLACEMENT FUND				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Investment Interest	R	\$ 40,500	\$ 40,500	
Vehicle and Equipment Revenue Adjustment Total		\$ 40,500	\$ 40,500	
	E			\$ -
Vehicle and Equipment Expenditure Adjustment Total		\$ -		\$ -
Total Net Change to the Vehicle & Equipment Fund		\$ 40,500		

Staff Recommendation

Hold and close the public hearing on October 26, 2023, for the 2023-2024 biennial budget adjustment and adopt the following legislation on November 9, 2023:

- Ordinance 23-1279/Setting the Estimated Assessed Valuation and Maximum Property Tax Dollar amount for 2024
- Ordinance 23-1280/Regarding Property Tax Dollar Amount Increase and Percentage Increase for 2024
- Resolution 23-1922/Setting 2024 Surface Water Utility Rates
- Resolution 23-1923/Adopting 2024 User Fee Schedule
- Ordinance 23-1281/Amending the adopted Budget for the City of Lake Forest Park for the years 2023-2024

ORDINANCE NO. 23-1279

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, LEVYING THE GENERAL TAXES FOR THE CITY OF LAKE FOREST PARK IN KING COUNTY FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2024, ON ALL PROPERTY, BOTH REAL AND PERSONAL IN SAID CITY THAT IS SUBJECT TO TAXATION FOR THE PURPOSE OF PROVIDING SUFFICIENT REVENUE TO CARRY ON THE SERVICES OF THE SEVERAL DEPARTMENTS OF THE CITY FOR THE ENSUING YEAR AS PROVIDED BY LAW; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake Forest Park has met and considered its budget for calendar year 2024; and

WHEREAS, the City Council held a public hearing on October 26, 2023, to consider the City's 2024 Property Tax Levy pursuant to RCW 84.55.120; and

WHEREAS, King County requires the 2024 Property Tax Levies to be submitted by November 30, 2023; and

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

Section 1. REGULAR TAX LEVY. The preliminary assessed valuation of \$4,338,483,746 is adopted. A regular property tax for 2024 is hereby levied in the maximum amount of \$3,683,064, which includes an additional \$200,000 for any additional King County increases resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, any increases in the value of state assessed property, any annexations that have occurred and refunds made by King County. The final dollar amount of Property Taxes is determined by King County and reduced to the actual amount allowed.

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

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

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

APPROVED BY A MAJORITY of the Lake Forest Park City Council this ____ day of November 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective:

ORDINANCE NO. 23-1280

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, LEVYING PROPERTY TAX FOR THE CALENDAR YEAR 2024 AS ALLOWED BY LAW, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake Forest Park has met and considered the budget for calendar years 2023-2024; and

WHEREAS, the City's actual levy amount from the previous year was \$3,434,579.00; and

WHEREAS, the population of the City is more than 10,000; and

WHEREAS, the City Council held a public hearing pursuant to RCW 84.55.120 regarding consideration of possible increase in property tax revenues; and

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

Section 1. PROPERTY TAX LEVY. The City Council of the City of Lake Forest Park hereby authorizes that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2024 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$34,346.00, which is a percentage increase of 1 % from the previous year.

This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increases in the value of state assessed property, any annexations that have occurred and refunds made.

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

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

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

APPROVED BY A MAJORITY of the Lake Forest Park City Council this ____ day of November 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective:

RESOLUTION NO. 23-1922

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, SETTING SURFACE WATER UTILITY RATES FOR 2024

WHEREAS, the City has reviewed the surface water utility revenue and operational expenditures that are needed to retain the current level-of-service standards for surface water management services, to continue compliance with the Endangered Species Act and other unfunded mandates, to continue with best management practices, to continue to develop the City’s surface water management program, and to address the capital repair and improvement of the City’s surface water management systems; and

WHEREAS, the City has determined that the annual surface water utility fees should be increased by ten percent (10.0%) in order to retain and improve upon the current level-of-service standards for surface water management services, to assist the City in meeting the federal surface water requirements, and to set aside annual amounts for the long-term capital improvement needs of the City’s surface water infrastructure;

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

Section 1. SURFACE WATER UTILITY RATES. The City hereby sets the surface water utility rates according to the fee schedule attached hereto as **Exhibit A**, to be effective on January 1, 2024, and to remain in effect until revised by future Council action.

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 November, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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

Exhibit A

Surface Water		
Class	Class Description	2024 Rate
1	single family residential	\$ 270.86
2	very light (0-10 IA)	\$ 270.86
3	light (10-20% IA)	\$ 651.04
4	moderate (20-45% IA)	\$ 1,309.35
5	moderately heavy (45-65% IA)	\$ 2,528.37
6	heavy (65-85% IA)	\$ 3,205.57
7	very heavy (85-100% IA)	\$ 4,198.88

The 2024 Sewer Utility Rate will increase the Residential sewer rate from \$72.88 to \$76.50, a total of \$3.62 per month. The Commercial/Multi-Family Residential rate per hundred cubic feet (ccf) increases from \$10.78 to \$11.28, a total of \$0.50 per month. The below table shows the sewer utility rate increases:

Description	Rate
Residential (single-family and housing units with four or less residential units per building),	\$72.88 \$ 76.50 per month per unit
Multi-family Residential (housing units with five or more units per building)	\$10.78 \$11.28 per hundred cubic feet (ccf) per month
Commercial	\$10.78 \$11.28 per hundred cubic feet (ccf) per month per unit of business

Surface Water Management Fee

The proposed surface water rate increase for 2024 is 10%.

Surface Water				
Class	Class Description	2023 Rate	10%	2024 Rate
1	single family residential	\$ 246.24	\$ 24.62	\$ 270.86
2	very light (0-10 IA)	\$ 246.24	\$ 24.62	\$ 270.86
3	light (10-20% IA)	\$ 591.86	\$ 59.19	\$ 651.04
4	moderate (20-45% IA)	\$ 1,190.32	\$ 119.03	\$ 1,309.35
5	moderately heavy (45-65% IA)	\$ 2,298.52	\$ 229.85	\$ 2,528.37
6	heavy (65-85% IA)	\$ 2,914.15	\$ 291.42	\$ 3,205.57
7	very heavy (85-100% IA)	\$ 3,817.17	\$ 381.72	\$ 4,198.88

Building Fees

The proposed increase in building fees was discussed at the September 28th Regular Meeting. The 2024 Building Fees will increase by 9.8% in accordance with the International Code Council’s August 2023 updated table. The Building Fee will increase from \$150.87 to \$165.67/SF for a Standard Home, an increase from \$185.00/SF to \$203.15/SF for Custom Homes, and Utility/Garage Fees will increase from \$60.43/SF to \$66.35/SF. The Building Valuation Table will also increase at the rate of 9.8%.

Fiscal & Policy Implications

The 2024 User Fee Schedule increases allow the City to charge appropriately to cover expenses for City services on an annual basis.

Alternatives

Options

Results

<ul style="list-style-type: none">• Adopt the user fee schedule with current updates	User fees will be established for 2024, and full cost recovery will be achieved
<ul style="list-style-type: none">• Do not increase any fees	Will not achieve full cost recovery, and alternate measures may need to be taken for financial stability.

Staff Recommendation

Adopt Resolution 23-1923 establishing the 2024 User Fee Schedule

RESOLUTION NO. 23-1923

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ESTABLISHING 2024 USER FEES FOR PERMITS AND SERVICES

WHEREAS, the City Council of the City of Lake Forest Park has determined that establishing fees for various services, applications, and permits by resolution allows for the centralization of such fees and charges; and

WHEREAS, the City Council has determined that the annual review and adjustment of some of the fees for City services, applications, and permits are appropriate to aid in the cost recovery of providing services; and

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

Section 1. AMENDMENT. The City Council of the City of Lake Forest Park approves the fee schedule attached as Exhibit A, which shall remain in effect until revised by future Council action.

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.

Section 3. EFFECTIVE DATE. This fee schedule in this Resolution shall go into effect on January 1, 2024.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this _____ day of November, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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

2024 User Fee Schedule DRAFT

	Fees
Licensing & Permits	
Adult Cabaret License Application	\$ 1,500
Adult Cabaret Manager License	250
Adult Cabaret Entertainer License	200
Business License, Calendar Year (Non-refundable)	
Business located in the City	40
Business located outside of the City	80
Coin operated Amusement Devices	60
Initiative Filing	250
Referendum Filing	250
(to be refunded if the ordinance is overturned)	
Open House Sign Removal Fee	25
Outdoor Promotion Permit	50
Secondhand Dealer Permit	70
Solicitor Permit	100
Services	
Returned Payment Fee	40
Fingerprinting	20
False Alarm Fines	
1st offense	52
2nd offense	103
Notary services (per notarial certificate)	10
Personal Floatation Device Fine	25-50
Pet License Fees	
Altered	30
Unaltered	60
Juvenile Pet	15
Senior Citizen	15
Replacement tag	5
Transfer Fee	3
Service Animal	0
Passport Fees	
City Processing Fee	35
City Photo Fee	20
Photocopies, Records / Reports	
Accident Reports (non-participants)	10
Certified Copies	10
Photocopy of paper records, or printed copies of electronic records (per page)	0.15
Electronic copy of scanned paper records (per page)	0.10
Duplication of Audio Recording	10
Audio/Video Disc	10
Sending of electronic files	0.10/GB
Copies requiring outside copy services	At Cost
Body worn camera recordings/footage	0.60/minute of staff review
Credit Card Transaction Fee ¹ - whichever is greater	1.95 or 2.95%
¹ The credit card transaction fee is charged for payments made by credit card. The fee is charged by the third party transaction processor and is not remitted to the City.	
Technology Surcharge - A technology surcharge will be added to all fees.	10%
Municipal Court	
<i>Municipal Court fees are set by the Court based on the actual costs incurred, subject to a maximum set by State statute. The Municipal Court may adjust the court fees from time to time to correlate to actual costs incurred and/or changes in State law concerning the maximum fee that may be charged.</i>	
Sanitary Sewer	
Copy of Sewer Comp. Plan	
Color	125
Black and White	45
Sewer Availability	100
Onsite Wastewater License Application Fee	25
Sewer Connection	
Single Family	5,034
Multi-Family	
Each Additional Unit	
5/8" x 3/4" Meters	5,034

2024 User Fee Schedule DRAFT

	Fees
3/4" x 3/4" Meters	7,551
1" Meters	12,584
1 1/2" Meters	25,169
2" Meters	40,270
3" Meters	80,541
4" Meters	125,845
Sewer Permit (2 inspections)	300
Sanitary Sewer Grinder Pump Review	300
Additional Inspection	100
Lien Filing and Removal Fee	185
Credit Card Transaction Fee - A credit card transaction fee will be added to all sewer availability, sewer permit review and inspection fees paid by credit card.	3%
Development Review Technology Surcharge - A technology surcharge will be added to all sewer availability, sewer permit review and inspection fees. Surcharge is not applied to Sewer Connection Fees.	10%

Sewer Monthly Service		
Residential	72.88	76.50
Sewer Excise Tax	20.77	21.39
Commercial / Multi-Family Residential (per cc)	40.78	11.28
Credit Card Transaction Fee ¹		3.95
¹ The credit card transaction fee is charged for sewer payments made by credit card. The fee is charged by the third party transaction processor and is not remitted to the City.		

Streets	
Street Excavation (2 inspections)	200
Additional Inspection	100
Street and Alley Vacation Fee	500
Right-of-Way Permit	250
(may be waived by City Council)	

Telecommunications Right-of-Way (ROW) Rental Fee	
Master Use Permit Application Fee	2,500
Master Use Permit Renewal Fee	2,500
Lease Application Fee	2,500
Lease Renewal Fee	2,500
City Property-Minimum Monthly Rent	825
Credit Card Transaction Fee - A credit card transaction fee will be added to all right-of-way and street excavation permit and inspection fees paid by credit card.	3%

Development Review Technology Surcharge - A technology surcharge will be added to all right-of-way and street excavation permit and inspection fees. 10%

Land Use	
For land use, development, and surface water and drainage plan reviews and applications that exceed the scope of the established fees, the applicant will be responsible for reimbursement of the actual costs of specialty consultant or staff review. For land use, development, and surface water and drainage plan applications for City projects the application fee is \$0.	
Administrative Appeal	500
(refunded if appeal is sustained and the administrative decision is overturned)	
Administrative Variance	500
Copy of Comprehensive Plan	80
Comprehensive Plan Amendment	No extra charge for Rezone
Conditional Use Application	3,000
Land Clearing/Grading/Excavation/Filling	2,500
Major	300
Minor	85
Tree Permits	72.50
Corridor Tree Permit (\$72.50 per tree (plus consultant review costs and arborist review costs))	120
Corridor Tree Permit (\$120 per tree (plus consultant review costs and arborist review costs))	120
Arborist Review - Based on Actual Cost (per hour)	95
Land Use Public Notice & Signage (per notice)	250
Boundary Line Adjustment	2,000
Property Profile, Pre-application meetings, special requests (per hour), minimum 0.5	100
Rezone Application	No extra charge for Comp. Plan Amend.
SEPA / Regulatory Review	3,000
Checklist	750
EIS administration/supervision/preparation	5,000

2024 User Fee Schedule DRAFT

	Fees
Critical Area Work Permit	
Major	550
Minor	85
Tree-related	125
Critical Area and Tree Reasonable Use Exception (plus review consultant costs)	4,000
Public Agency and Utility Exception (plus review consultant costs)	3,500
Copy of Shoreline Master Plan	15
Shoreline Substantial Development Permit	3,500
Shoreline Conditional Use Permit	3,500
Shoreline Variance	3,500
Shoreline Exemption	500
Shortplat Application	4,000 flat fee
Subdivision	12,000 + 300 per lot
Variance	2,500
Wireless Communication Facility Permit (not requiring conditional use)	2,000
Zoning/Land Use Code Text Amendment	3,500
Town Center Design Review	
Major (plus all notice, review consultant, hearing examiner costs)	4,000
Minor (plus review consultant costs)	2,000
Commercial site development permit	
Type I Review (Hearing Examiner)	3,500
Type III Review (Code Administrator)	2,000
Credit Card Technology Fee - A credit card technology fee will be added to all land use permit fees paid by credit card.	3%
Development Review Technology Surcharge - A technology surcharge will be added to all land use permit fees.	10%

Building Fees

Building Fees for standard home and utility/garage are based on the International Code Council, Building Valuation Table (August 2023).	
Standard Home	150.87/sq. ft 165.67/sq. ft
Custom Home (a home designed for a particular lot)	195/sq. ft 203.15/sq. ft
Utility/Garage	60.43/sq. ft 66.35/sq. ft
Add \$120 Fee to Permit Fees Less Than \$500.00	
Administration Permit Fee	120
State Surcharge (Single Family)	6.5
State Surcharge (Multi-Family)	25 + 2 for each unit
State Surcharge (Commercial)	25
Plan Review Fee	65% of Building Permit
Building Valuation table	
Project Valuation in Dollars	Fees in dollars
\$0.00 to \$1,000	71.37
\$1,001 to \$2,000	\$71.37 for the first \$1,000.00 plus \$5.49 for each additional \$100 or fraction thereof to and including \$2,000.
\$2,001 to \$25,000	\$126.27 for the first \$2,000.00 plus \$23.06 for each additional \$1,000.00 or fraction thereof to and including \$25,000.00
\$25,001 to \$50,000	\$656.65 for the first \$25,000.00 plus \$16.47 for each additional \$1,000.00 or fraction thereof to and including \$50,000.00

2024 User Fee Schedule DRAFT

	Fees
\$50,001 to \$100,000	\$1,068.40 for the first \$50,000.00 plus \$10.98 for each additional \$1,000.00 or fraction thereof to and including \$100,000.00
\$100,001 to \$500,000	\$1,617.40 for the first \$100,000.00 plus \$9.88 for each additional \$1,000.00 or fraction thereof to and including \$500,000.00
\$500,001 to \$1,000,000	\$5,569.40 for the first \$500,000.00 plus \$8.78 for each additional \$1,000.00 or fraction thereof to and including \$1,000,000.00
\$1,000,001 to \$5,000,000	\$9,959.40 for the first \$1,000,000.00 plus \$5.49 for each additional \$1,000.00 to and including \$5,000,000.00
\$5,000,001 and up	\$31,919.40 for the first \$5,000,000.00 plus \$4.39 for each additional \$1,000.00 or fraction thereof

Corridor Retaining Wall is based on the Building Permit Fee Table (plus consultant review costs and staff review costs)

Mechanical Permit Fees

Base Permit Fee	150
Furance	30
A/C or Heat Pump	30
Gas Hot Water Heater Installation/vent / expansion tank	30
Gas Log Fireplace Insert	30
Gas Piping - up to 10 outlets	30
Gas piping - each additional outlet	5
Gas range - piping hookup	30
Residential hood >400 CFM	30
Commercial hood: Class 1 hood	30
Dryer exhaust duct	30
Vent/duct Installation, relocation, or replacement vent	30
New/removal/replacement of ducting	30
Installation, relocation of boiler or absorption system	30
Installation, relocation of compressor or absorption system	30
Appliance or equipment regulated by IMC	30
Plan Review (hourly)	125
Additional Inspections (hourly)	125

Plumbing Permit Fees

Permit Base Fee	150
Sinks	30
Toilets	30
Showers	30
Tubs	30
Washing machine	30

2024 User Fee Schedule DRAFT

	Fees
Hot Tub/Spa	30
Other Plumbing fixtures on one trap	30
Electric Water Heater Installation/vent/expansion	30
Hot /Cold rough-in addition or alteration	30
Waste & vent rough-in addition or alteration	30
Water service line	30
Lawn sprinkler on any one meter (backflow device)	30
Each addition or alteration of drainage	30
Waste (sewage ejector pump)	30
Grease Trap	30
Backflow protective device	30
Heat pump	30
Hydronic heating (loop vent system)	30
Additional Inspections (hourly)	125
Commercial Projects Plan Review (required - hourly)	125
Grease Interceptor Plan Review (required - hourly)	125
Credit Card Transaction Fee - A credit card transaction fee will be added to all building, mechanical, and plumbing permit fees paid by credit card.	3%
Development Review Technology Surcharge - A technology surcharge will be added to all building, mechanical, and plumbing permit fees.	10%

Surface Water and Drainage Plan Review Fees

Single Family Building Permit	
Requiring Engineering Plan	600
Without Engineering Plan	300
Multi-family site development	per 1,000 sq. ft. of impervious surface 300
Commercial site development	per 1,000 sq. ft. of impervious surface 300
Land Use Permits*	
Subdivisions / Shortplats (per lot)	500
Reasonable use exemptions (per lot)	500
Conditional Use Permit (per lot)	500
Variances (per lot)	500
* These would be preliminary review fees, where additional drainage review fees may be applied for future development or to other permit applications necessary for development.	

Surface Water Utility Assessments

Single Family Residential	246.24	270.86
Class	% Impervious Surface	
Very Light	0%-10%	246.24 270.86
Light	11%-20%	591.86 651.05
Medium	21%-45%	1,190.32 1,309.35
Medium High	46%-65%	2,298.52 2,528.37
High	66%-85%	2,914.15 3,205.57
Very High	86%-100%	3,817.17 4,198.88

Facility Fees

Lake/Forest Room	
Evening Use (6 p.m. - 10 p.m.)	50
Emergency Operations Center (EOC) Room	
Evening Use (6 p.m. - 10 p.m.)	50
Council Chambers	
Evening Use (6 p.m. - 10 p.m.)	50 per hour + 50 setup/cleanup fee

The fee for use of the Lake/Forest Room or Emergency Operations Center by other governmental organizations and non-profit organizations may be waived or negotiated.

Special Events

Non-profit (501c3 organizations, neighborhood block parties, etc.)	
1-30 Participants	No Permit Required
31-250 Participants	No Charge/ Permit Required

ORDINANCE NO. 23-1281

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING THE ADOPTED BIENNIAL BUDGET OF THE CITY OF LAKE FOREST PARK FOR THE YEARS 2023-2024, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

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

WHEREAS, a budget for fiscal years 2023-2024 was adopted by Ordinance No. 1256 and subsequently amended by various ordinances; and

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

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

WHEREAS, the budget for fiscal years 2023-2024 is being amended for the mid-biennial budget adjustment; and

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

Section 1. AMENDMENT. The 2023-2024 budget is hereby amended as follows:.

<u>Fund No.</u>	<u>Fund Name</u>	<u>Actual Beginning Fund Balance</u>	<u>2023-2024 Adopted</u>		<u>2023-2024 Proposed Mid-Biennial Adjustment</u>		<u>Projected Ending Fund Balance</u>
			<u>Revenue</u>	<u>Expenditure</u>	<u>Revenue</u>	<u>Expenditure</u>	
001	General Fund	7,879,903	22,536,746	23,580,779	23,335,544	24,883,794	6,331,654
101	Street Fund	766,207	1,620,500	1,619,718	1,660,000	1,643,353	782,854
102	Council Contingency Fund	742,970	10,000	-	10,000	-	752,970
104	Transportation Benefit District	689,364	1,115,000	804,686	1,149,500	804,686	1,034,178
105	Budget Stabilization Fund	323,554	2,000	-	2,000	-	325,554
106	Strategic Opportunity Fund	756,196	627,000	362,000	730,000	362,000	1,124,196
107	ARPA Fiscal Recovery Fund	2,724,742	-	1,230,000	-	1,230,000	1,494,742
301	Capital Improvement Fund	1,833,074	1,137,000	309,000	1,244,500	309,000	2,768,574
302	Transportation Capital Fund	2,370,096	5,174,285	6,573,466	5,281,805	6,583,273	1,068,628
303	Facilities Maintenance Fund	958,019	306,000	685,500	354,500	685,500	627,019
401	Sewer Utility Fund	932,732	7,393,788	7,578,080	7,789,788	7,789,400	933,120
402	Sewer Capital Fund	2,725,903	270,000	-	404,000	-	3,129,903
403	Surface Water Utility Fund	1,249,247	3,069,481	3,140,809	3,263,981	3,374,153	1,139,075
404	Surface Water Capital Fund	1,394,820	925,000	1,076,000	995,000	1,636,000	753,820
406	Sewer Bond Reserve	108,291	2,000	-	2,000	-	110,291
407	PW Trust Fund Repayment Fund	647,195	495,500	488,004	495,500	488,004	654,691
501	Replacement Fund	779,264	1,262,670	577,300	1,303,170	577,300	1,505,134
502	Information Technology Fund	150,000	309,154	336,533	309,154	336,533	122,621

Section 3. AMENDMENT. The 2024 Amended Budgeted Positions and Salary Schedule and full-time employee authorization are attached as Exhibit A.

Section 4. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 5. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 6. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

APPROVED BY A MAJORITY of the Lake Forest Park City Council this ___ day of November, 2024.

APPROVED:

 Jeff Johnson
 Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

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

2024 Amended Budgeted Positions and Salary Schedule

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Legislative							
Councilmembers	7						600
Executive							
Mayor	0.5						3,000.00
City Administrator	1						17,344.19
Human Resources Director	1	10,015.17	10,682.83	11,350.45	12,018.18	12,685.88	13,353.56
	2.5						
Judicial							
Municipal Court Judge	0.6						10,349.40
Court Administrator	1	7,165.84	7,643.65	8,121.46	8,599.26	9,077.06	9,554.90
Court Clerk	2.5	4,508.51	4,809.72	5,109.00	5,410.21	5,709.49	6,010.70
Probation Officer	0.2	5,751.97	6,136.20	6,520.44	6,902.75	7,286.98	7,669.38
Pro-tem Judges		\$65 per hour					
	4.3						
Municipal Services Dept.							
City Clerk	1	7,219.36	7,699.71	8,181.34	8,663.15	9,144.60	9,624.96
Deputy City Clerk	1	5,682.94	6,061.61	6,442.16	6,820.82	7,199.49	7,578.16
Records Mgmt. & Office Support	0.85	5,356.69	5,711.80	6,070.44	6,426.14	6,784.19	7,139.89
Receptionist / Office Clerk	1	5,231.97	5,583.46	5,932.58	6,279.32	6,628.43	6,977.55
Passport Clerk	1	4,266.69	4,549.98	4,833.27	5,118.73	5,404.18	5,687.12
	4.85						
Finance/Info. Systems Dept							
Finance Director	1	10,939.35	11,668.54	12,397.87	13,127.20	13,856.51	14,584.66
Accounting Supervisor	1	7,551.17	8,054.63	8,558.05	9,061.46	9,564.88	10,068.29
Finance Specialist	2	5,204.07	5,551.62	5,897.33	6,244.88	6,592.43	6,939.98
Information System Manager	1	8,443.38	9,006.22	9,569.16	10,132.08	10,694.93	11,257.86
Accounting Clerk	0.6	4,650.69	4,961.95	5,271.19	5,582.44	5,891.68	6,200.92
	5.6						
Community Development							
Community Development Director	1	10,724.07	11,438.72	12,153.37	12,869.47	13,584.11	14,298.76
Senior Planner	1	7,371.48	7,863.18	8,352.83	8,846.60	9,336.24	9,827.95
Assistant Planner	1	5,477.98	5,842.91	6,207.84	6,572.77	6,937.69	7,302.62
Urban Forest Planner	0.75	6,889.23	7,348.77	7,806.38	8,267.85	8,725.46	9,185.00
	3.75						
Building							
Building Official	1	8,204.03	8,750.94	9,297.88	9,844.81	10,391.75	10,938.68
Permit Technician	0.8	5,218.73	5,566.50	5,914.27	6,262.05	6,609.82	6,957.59
Permit Coordinator	0	4,722.83	5,037.56	5,352.28	5,667.01	5,981.74	6,296.46
	1.8						
Emergency Management							
Emergency Manager	1	8,319.05	8,545.93	8,772.81	8,999.70	9,226.58	10,463.08
	1						
Police Department							
Police Chief	1						15,894.67
Lieutenant	2	8,565.68	9,137.88	9,707.75	10,278.74	10,849.82	12,255.07
Sergeant 2	4						9,759.35
Sergeant 1	0						9,272.39
Police Officer	9	6,601.32	7,123.68	7,690.68	8,248.85		
Limited Term Police Officer	3	6,601.32	7,123.68	7,690.68	8,248.85		
Detective	2	7,261.56	7,836.04	8,459.74	9,073.84		
Traffic	1	6,931.44	7,479.86	8,075.21	8,661.34		
K-9	1	6,931.44	7,479.86	8,075.21	8,661.34		
Support Services Officer	1	5,245.56	5,620.97	5,994.14	6,378.45		
Records Specialist	2	5,061.77	5,241.20	5,421.57	5,598.69	5,776.92	5,957.38
Domestic Violence Advocate	0.35	5,961.66	6,360.18	6,756.39	7,154.91	7,551.12	7,949.65
	26.35						
Public Works Department							
Public Works Director	1	11,773.55	12,126.02	12,884.91	13,642.33	14,399.60	15,158.64
Senior Project Manager	1	8,212.18	8,663.27	9,204.59	9,746.35	10,288.02	10,829.66
Project Manager	1	7,121.49	7,594.60	8,069.78	8,544.96	9,020.14	9,493.26
Public Works Superintendent	1	6,540.70	6,977.54	7,413.06	7,848.58	8,285.42	9,418.61
Environmental & Sustainability Specialist	1	6,214.61	6,628.89	7,043.70	7,458.83	7,871.45	8,286.17
PW Admin. Assistant	0.5	5,231.18	5,579.35	5,927.52	6,275.69	6,623.86	6,972.02
Lead Maintenance Worker	2	6,267.48	6,488.68	6,709.90	6,931.09	7,152.31	7,373.52
Maintenance Worker	4	5,830.23	6,035.99	6,241.77	6,447.52	6,653.30	6,859.09
Seasonal Maintenance Worker	1						31.13
	12.5						
Total Positions in Budget	62.65						

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**CITY OF LAKE FOREST PARK
CITY COUNCIL WORK SESSION MEETING MINUTES
October 12, 2023**

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

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

Councilmembers absent: Phillipa Kassover (excused)

Staff present: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Shannon Moore, Human Resources Director; Matt McLean, City Clerk

Others present: 1 visitor

CALL TO ORDER

Deputy Mayor French called the October 12, 2023 City Council work session meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

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

Deliberations and Recommendations for the Mayor’s Proposed Mid-Biennial Budget Adjustment for 2023-2024

Director Vaughn reviewed the Mayor’s proposed mid-biennial budget adjustment for 2023-2024, reviewed the six-year forecast, and responded to questions from the Council.

ADJOURNMENT

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

Jeff Johnson, Mayor

Matt McLean, City Clerk

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**CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
October 12, 2023**

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

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

Councilmembers absent: Phillippa Kassover, Council Vice-Chair (excused)

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

Others present: 6 visitors

CALL TO ORDER

Mayor Johnson called the October 12, 2023 City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Mayor Johnson led the Pledge of Allegiance.

ADOPTION OF AGENDA

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

PROCLAMATION – Breast Cancer Awareness Month - October 2023

Cmbr. Bodi read a proclamation for Breast Cancer Awareness Month – October 2023.

PROCLAMATION – Domestic Violence Awareness Month - October 2023

Mayor Johnson read a proclamation for Domestic Violence Awareness Month – October 2023.

CITIZEN COMMENTS

Mayor Johnson invited comments from the audience:

- 1 • Jack Tonkin, LFP resident, commented on the budget
- 2 • Alice Darden and Alexa Johnson, from the King County Library System, commented on
- 3 the freedom to read month for October

4
5 **PRESENTATION – Police Department Specialty Units (K9, Traffic, Unmanned Aerial Vehicle,**
6 **Marine)**

7
8 Police Chief Harden gave a brief presentation regarding the Police Department Specialty Units.

9
10 **CONSENT CALENDAR**

11
12 **Deputy Mayor French moved** to approve the consent calendar presented. **Cmbr. Riddle**
13 **seconded. The motion to approve the consent calendar as presented carried**
14 **unanimously.**

- 15 1. September 25, 2023 City Council Committee of the Whole Meeting Minutes
- 16 2. September 28, 2023 City Council Budget and Finance Committee Special Meeting
- 17 Minutes
- 18 3. September 28, 2023 City Council Regular Meeting Minutes
- 19 4. Approval of City Expenditures for the Period Ending October 12, 2023 (prepaid),
- 20 covering Claims Fund Check Nos. 85395 through 85461, in the amount of \$488,160.14;
- 21 Payroll Fund ACH transactions in the amount of \$168,164.06; and direct deposit
- 22 transactions in the amount of \$184,813.37; additional approved transactions: Invoice
- 23 Cloud, \$988.55; Lexis Nexis, \$136.58; Washington State Tax, \$7,048.76; Wells Fargo,
- 24 \$15,378.54
- 25 5. Resolution 23-1921/Authorizing the Mayor to sign the 2023 Interagency Agreement
- 26 with the Washington Traffic Safety Commission for Target Zero High Visibility
- 27 Enforcement
- 28
- 29

30 **Ordinance 23-1277/Adopting Final Development Regulations relating to Tree Canopy**
31 **Preservation and Enhancement**

32
33 Councilmember Lebo recused himself from this item.

34
35 City Administrator Hill and City Attorney Pratt presented the item and responded to questions
36 from the Council.

37
38 **Deputy Mayor French moved** to approve Ordinance 23-1277 adopting Final
39 Development Regulations relating to Tree Canopy Preservation and Enhancement.
40 **Cmbr. Riddle seconded. Following brief discussion, the motion to approve Ordinance**
41 **23-1977 as presented carried with a recusal from Cmbr. Lebo.**

42
43

1 **Excuse Councilmember Absences**

2
3 **Deputy Mayor French moved** to excuse Cmbr. Kassover from the evening’s meetings.
4 **Cmbr. Riddle seconded. The motion to excuse Cmbr. Kassover carried, with Deputy**
5 **Mayor French opposed.**
6

7 **COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS**

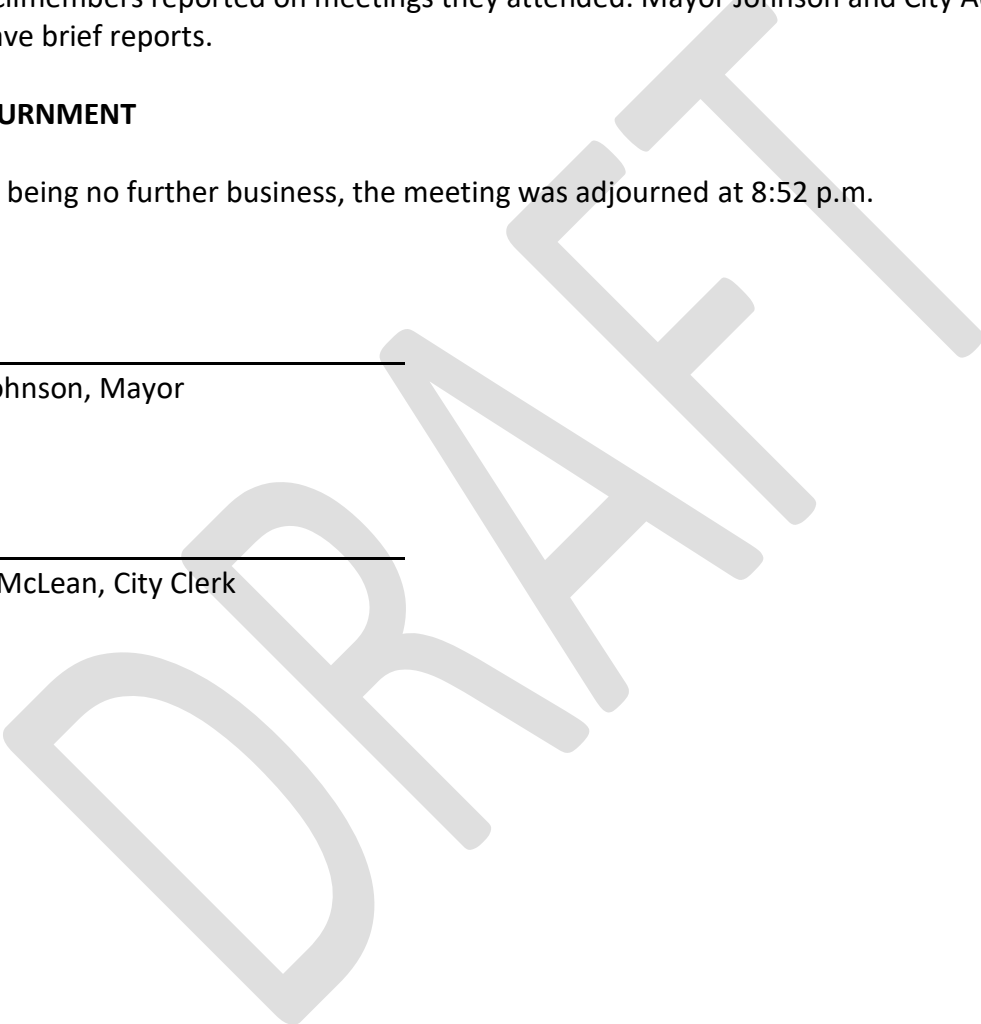
8
9 Councilmembers reported on meetings they attended. Mayor Johnson and City Administrator
10 Hill gave brief reports.
11

12 **ADJOURNMENT**

13
14 There being no further business, the meeting was adjourned at 8:52 p.m.
15
16
17

18 _____
19 Jeff Johnson, Mayor

20
21
22 _____
23 Matt McLean, City Clerk
24



City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
10/26/2023

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and that CLAIM FUND Check Nos. 85462 through 85521 in the amount of \$344,900.92, PAYROLL FUND ACH transactions in the amount of \$177,384.66 and DIRECT DEPOSIT transactions in the amount of \$178,423.96 are approved for payment this 26th day of October, 2023.

Additional approved transactions are:
ACH transaction Elavon in the amount of \$766.52
ACH transaction Wex Bank in the amount of \$48.78

Total approved claim fund transactions: \$523,100.88

City Clerk

Mayor

Finance Committee



Accounts Payable

Voucher Approval Document

User: dmeagher
Printed: 10/19/2023 - 2:34PM
Batch: 00026.10.2023

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

CERTIFICATION

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

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

Fund	Description	Amount
001	General Fund	116,411.63
101	Street Fund	15,524.61
106	Strategic Opportunity Fund	13,331.79
302	Transportation Capital Fund	27,125.60
401	Sewer Utility Fund	7,154.95
403	Surface Water Fund	38,855.46
404	Surface Water Capital Fund	8,823.43
501	Vehicle Equip Replacement Fund	113,874.45
502	PW Contract Fund	173.01
631	Treasurer's Clearing Fund	60.00
632	Police Coalition Fund	3,863.41
635	Northshore Emergency Mgmt	517.88
Report Total:		345,716.22

Accounts Payable

Voucher Approval Document

Section 8, Item C.



User: dmeagher
Printed: 10/20/2023 - 1:41PM
Batch: 00126.10.2023

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

CERTIFICATION

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

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

Fund	Description	Amount
401	Sewer Utility Fund	37.04
Report Total:		37.04

Checks by Date

Check No	Check Date	Name	Comment	Amount
0	10/26/2023	Elavon	AP	766.52
0	10/26/2023	Wex Bank - Chevron	AP	48.78
85462	10/26/2023	AARD Pest Control, Inc	AP	142.16
85463	10/26/2023	All Battery Sales & Service Inc.	AP	331.93
85464	10/26/2023	Applied Concepts, Inc.	AP	880.06
85465	10/26/2023	Aspect Consulting, LLC	AP	8,425.00
85466	10/26/2023	Aurora Rents, Inc.	AP	126.68
85467	10/26/2023	Kalpna Bentler	AP	126.00
85468	10/26/2023	City Of Black Diamond	AP	395.00
85469	10/26/2023	Clary Longview, LLC	AP	102,661.44
85470	10/26/2023	Calportland Company	AP	84.46
85471	10/26/2023	Center for Human Services	AP	6,750.00
85472	10/26/2023	CivicPlus	AP	320.00
85473	10/26/2023	City of Clyde Hill	AP	306.18
85474	10/26/2023	Correct Equipment, Inc	AP	976.37
85475	10/26/2023	Curtis Blue Line / LN Curtis & Son	AP	127.06
85476	10/26/2023	Databar	AP	2,364.52
85477	10/26/2023	Enumclaw Police Department	AP	407.16
85478	10/26/2023	Evermark, LLC	AP	470.14
85479	10/26/2023	Galls, LLC	AP	959.59
85480	10/26/2023	Gray & Osborne, Inc.	AP	8,823.43
85481	10/26/2023	Guardian Alliance Technologies, In	AP	152.00
85482	10/26/2023	Phillip Hill	AP	135.38
85483	10/26/2023	Department 32 - 2501271310 Home Depot Credit Services	AP	346.34
85484	10/26/2023	IWORQ Systems	AP	14,500.00
85485	10/26/2023	Jet City Printing, Inc.	AP	364.42
85486	10/26/2023	King County Finance	AP	7,296.96
85487	10/26/2023	King County Finance	AP	824.00
85488	10/26/2023	King County Pet License	AP	60.00
85489	10/26/2023	King County Finance	AP	6,937.83
85490	10/26/2023	KDH Consulting, Inc	AP	173.01
85491	10/26/2023	City of Lake Forest Park	AP	325.00
85492	10/26/2023	Loomis	AP	194.67
85493	10/26/2023	Madrona Law Group, PLLC	AP	7,165.00
85494	10/26/2023	Liban Mahamed	AP	252.00
85495	10/26/2023	Moon Security Service Inc.	AP	794.63
85496	10/26/2023	City of Normandy Park	AP	573.53
85497	10/26/2023	Northshore Utility District	AP	22,094.74
85498	10/26/2023	Northwest Leadership Seminar	AP	395.00
85499	10/26/2023	Office Depot, Inc.	AP	14.88
85500	10/26/2023	Pacific Air Control, Inc.	AP	312.14
85501	10/26/2023	Peerless Network, Inc	AP	1,036.01
85502	10/26/2023	Puget Sound Energy	AP	375.29
85503	10/26/2023	Puget Sound Executive Services, In	AP	316.00
85504	10/26/2023	Public Safety Testing, Inc.	AP	384.00
85505	10/26/2023	Red Carpet Building Maint. Inc.	AP	3,206.15
85506	10/26/2023	Rotary Club of Lake Forest Park	AP	110.00
85507	10/26/2023	City of Shoreline	AP	6,838.25
85508	10/26/2023	Shoreline Senior Center	AP	6,250.00
85509	10/26/2023	Stewart MacNichols Harmell, Inc.,	AP	15,000.00

85510	10/26/2023	Snohomish Co Sheriff's Office	AP	30,476.00
85511	10/26/2023	State Auditor's Office	AP	5,248.00
85512	10/26/2023	StopStick, Ltd	AP	1,068.94
85513	10/26/2023	Craig Teschlog	AP	392.60
85514	10/26/2023	TK Elevator Corporation	AP	824.54
85515	10/26/2023	Transpo Group USA Inc	AP	4,193.75
85516	10/26/2023	Transportation Solutions Inc	AP	22,931.85
85517	10/26/2023	Ventilation Power Cleaning, Inc.	AP	29,457.84
85518	10/26/2023	Santosh Wahi	AP	252.00
85519	10/26/2023	The Watershed Company	AP	18,773.95
85520	10/26/2023	Eduardo Zaldibar	AP	140.00
85521	10/26/2023	State of Washington	AP	37.04

Total Check Count: 62
Total Check Amount: 345,716.22

Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov
Printed: 10/16/2023 12:44 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	10/06/2023	1,738.74
ACH	NAVIA	Navia Benefit Solutions, Inc.	10/06/2023	6,757.88
ACH	NAVIAFSA	Navia - FSA	10/06/2023	326.27
ACH	NAVIAHRA	Navia - HRA	10/06/2023	116.67
ACH	PFLTRUST	LFP PFL Trust Account	10/06/2023	2,050.61
ACH	TEAMDR	National D.R.I.V.E.	10/06/2023	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	10/06/2023	1,015.76
ACH	WASUPREG	Washington State Support Registry	10/06/2023	180.00
ACH	Z401AL	Vantagepoint Transfer Agents-107084 ICM.	10/06/2023	1,878.26
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM.	10/06/2023	6,282.10
ACH	ZAWC	AWC	10/06/2023	41,342.00
ACH	ZEMPSEC	Employment Security Dept.	10/06/2023	498.36
ACH	ZEMPWACA	Wa.Cares Tax	10/06/2023	810.19
ACH	ZGUILD	LFP Employee Guild	10/06/2023	975.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM.	10/06/2023	29,060.06
ACH	ZL&I	Washington State Department of Labor & I	10/06/2023	7,046.59
ACH	ZLEOFF	Law Enforcement Retirement	10/06/2023	14,805.11
ACH	ZLFPIRS	Lake Forest Park/IRS	10/06/2023	35,174.96
ACH	ZPERS	Public Employees Retirement	10/06/2023	21,216.05
ACH	ZTEAM	Teamsters Local Union #117	10/06/2023	179.64
ACH	ZWATWT	Washington Teamsters Welfare Trust	10/06/2023	5,925.96
Total for 10/6/2023:				177,384.66
Report Total (21 checks):				177,384.66

Bank Reconciliation

Checks by Date

User: dmeagher
Printed: 10/16/2023 - 1:40PM
Cleared and Not Cleared Checks

Section 8, Item C.



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	10/6/2023		DD 00506.10.2023	PR		178,423.96
Total Check Count:						1
Total Check Amount:						178,423.96

Yakima County and are extremely satisfied with the services provided. The City has also been very pleased with the services provided by Yakima County under prior ILA agreements.

Due to the City upgrading to virtual servers, multiple physical servers were available that could be repurposed to assist in a shorter-term backup solution offsite. The offsite server acts as a disaster recovery or cyberattack solution and is more suitable for backing up the City's virtual server.

Fiscal & Policy Implications

The ILA with Yakima County costs will increase to \$4,858 for 2024.

If the City needs to increase rack space in the future for additional offsite backup storage, the cost will also increase. The cost for Yakima County's services is reasonable based on the internet access and rack space provided in a controlled environment that satisfies all government and police security requirements.

The server installed at Yakima County was repurposed. The older server provides a short-term solution, and the Adopted 2023-2024 Biennial Budget includes a new server solution. The City recently received notice that a grant was approved through the Local Cybersecurity Grant Program through FEMA for the cost of updating the repurposed server and the firewall.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> Adopt the Resolution authorizing the Interlocal Agreement with Yakima County's Technology Services 	<p>Provides a disaster recovery offsite backup storage facility in the event of an emergency that appropriately backs up the City's virtual server and gets the City a step closer to the ideal best practice recommendations.</p>
<ul style="list-style-type: none"> Do not approve the Resolution 	<p>Risk losing data in the event of a natural disaster or a cyberattack. In addition, it does not comply with best practice recommendations. Potentially greater expense because other offsite options are more expensive.</p>

Staff Recommendation

Adopt the Resolution Authorizing the Mayor to Sign an Interlocal Agreement with Yakima County Technology Services for Offsite Data Storage.

RESOLUTION NO. 23-1924

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH YAKIMA COUNTY INFORMATION TECHNOLOGY SERVICES

WHEREAS, the City of Lake Forest Park (“City”) requires business related technology services that Yakima County Information Technology Services (“County”) is able to supply; and

WHEREAS, this Interlocal Agreement between the City and County provides these needed services at the cost-effective annual rate of \$4,858; and

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

Section 1. APPROVAL. The Mayor is authorized to sign the Interlocal Agreement with Yakima County Information Technology Services attached hereto as Exhibit A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 26th day of October, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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



Yakima County Information Technology Services

Yakima County Technology Building
 217 North 1st Street
 Yakima, WA 98901

Phone: (509)574-2000 - FAX: (509)574-2001
 Internet: www.co.yakima.wa.us

INTER-LOCAL AGREEMENT

Yakima County Information
 Technology Services
 217 N First Street
 Yakima, WA 98901

Agency	City of Lake Forest Park
Street Address	17425 Ballinger Way NE
City, State, Zip	Lake Forest Park, WA 98155

1. Purpose

This Inter-Local Agreement Number, 2024-004 (ILA) is executed by Yakima County Information Technology Services (YCITS) and City of Lake Forest Park (the City). This ILA sets forth the obligations of the parties with respect to YCITS' provision of business related technology services. The City will be referred to in this document as 'the Customer', and Yakima County will be referred to as 'the County'.

2. Term and Termination

The term of this ILA is effective upon the date of execution by both parties and shall remain in full force and effect for one year (January 1, 2024 through December 31, 2024). Renewal will occur upon Customer signing a new Inter-Local Agreement Attachment A: Service Locations and Costs form which the county will send out yearly. The attachment A renewal form will include any price changes.

This ILA will not be in effect during any period of interruption to YCITS' processing capability which is caused by a disaster, as declared by the Director of YCITS.

3. Scope of Agreement

The scope of this ILA includes the Inter-Local Agreement and Attachment A: Services, Locations and Costs, Attachment B: Terms of Service, and Attachment C: Disclosure.

All information and data produced by and for the Customer is the property of the Customer who is solely responsible for its stewardship, retention and production, according to the applicable laws and statutes of the State of Washington. Data and information will be made available to the Customer in an agreed to form suitable to migration, should this ILA be terminated.

4. Service Costs, Billing and Termination Liability

The Customer agrees to pay YCITS all nonrecurring costs (purchase, configuration and installation) and recurring yearly costs, fees, and charges associated with the Services that are requested. The rates for the yearly charges for the 2024 fiscal year are listed in Attachment A.

YCITS will bill the Customer: Annual Monthly Quarterly

for these services, with billing commencing on the date of acceptance of services to that site. Recurring yearly costs for services are recalculated each year. By signing a Services and Costs form yearly, the Customer agrees to pay for services at that year's prices.

5. Information Technology Services Help Desk

The YCITS Help Desk is staffed 8 hours per day, 5 days a week. The Help Desk telephone number is 509-574-2000.

There may be some shifts during normal business hours when a technician is not immediately available. If the phone is busy or if the technician is away from the phone working on other problems, the caller will be asked to leave a voice mail message.

Helpdesk tickets can also be created by sending an email with a description of the problem in the body of the email to TS-Help@co.yakima.wa.us.

6. Network Maintenance

YCITS reserves the right to schedule and to perform system maintenance as necessary. Notification is typically provided by e-mail five days in advance unless an emergency exists.

7. Problem Management

Problem Reporting

The YCITS Help Desk will collect information from the Customer and open an electronic trouble ticket. Information needed for problem reporting and tracking will include:

- a. name of person reporting problem
- b. return call telephone number
- c. person and location experiencing the problem
- d. description of the problem
- e. when the problem started

The YCITS Help Desk typically refers problem tickets to technicians, during working hours, within ½ hour of initial receipt of the problem report. All requests for service should be routed through the County help desk.

Most problems will be resolved during business hours. Those issues that are deemed to be critical in nature may be addressed after hours when approved by YCITS.

Problem Resolution

A problem will be considered resolved when the service becomes fully functional again and service performance is acceptable to the Customer.

8. Inter-local Agreement Changes

The ILA may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to the ILA and will take precedence over the original ILA. No modifications will be effective until they are attached to the Inter-Local Agreement and mutually executed by both parties.

9. Indemnification/Hold Harmless

- a. City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs,

expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this ILA. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- b. **County Held Harmless.** The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this ILA. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- c. **Waiver Under Washington Industrial Insurance Act.** The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

10. Insurance

Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this ILA as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party(s). Each party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

11. Compliance with Laws

In the performance of its obligations under this ILA, each party shall comply with all applicable federal, state, and local laws, rules, and regulations, and each party shall be solely responsible and liable for its own compliance.

12. Recording

Consistent with RCW 39.34.040, this ILA shall be filed for recording upon full execution or posted on the parties' respective websites listed by subject matter.

13. Authorization/Acceptance

This ILA constitutes the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this ILA. Customer hereby authorizes YCITS to perform the services described. The Parties hereby acknowledge and accept the terms and conditions of the ILA.

14. Miscellaneous

- a. Entire Agreement. This ILA constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein.
- b. Severability. If any provision of this ILA or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this ILA and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
- c. Default. In the event either of the parties defaults on the performance of any terms of this ILA or either party places the enforcement of this ILA in the hands of an attorney, or files a lawsuit, each party shall pay all its own attorneys' fees, costs, and expenses. The venue of any action arising out of this ILA shall be in the State of Washington, in and for King County.
- d. Waiver. Failure of either party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- e. Assignability. The rights, duties, and obligations of any Party to this ILA shall not be assignable.

15. Contact Information

ILA management and correspondence regarding this ILA should be directed to:

Customer Contact		YCITS Contact	
Name	Lindsey Vaughn	Name	Dale Panattoni
Agency Name	City of Lake Forest Park	Agency Name	Yakima County Information Technology Services
Street Address	17425 Ballinger Way NE	Street Address	217 N. First Street
City, State, Zip	Lake Forest Park, WA 98155	City, State, Zip	Yakima WA 98901
Phone:	206 368-5440	Phone:	509-574-2005
Email:	lv Vaughn@cityoflfp.gov	Email:	dale.panattoni@co.yakima.wa.us

Here is the list of address of all servicing location (s).

Servicing Location (s) Address:	
1	1216 South 18th Street Yakima, WA 98901 (SDC)

Please provide a point of contact to coordinate technical services, maintenance windows, planned outages and unexpected issues.

Technical Customer Contact	
Name	Aaron Emmons
Position	
Telephone	206 368-5440
Alternate Phone:	
Email:	aemmons@cityofffp.gov

Please provide the point of contact for billing.

Billing Customer Contact	
Name	
Street Address	17425 Ballinger Way NE
City, State, Zip	Lake Forest Park, WA 98155
Phone:	206 368-5440
Email:	ap@cityofffp.gov

Attachment A ILA - City of Lake Forest 2024-004

Services, Locations, and Costs

Annual Cost of Services Provided to Customer

by Yakima County

Prepared On: 10-5-2023

Description Of Services Offered	Quantity	Unit Cost	Annual Cost
Datcenter Rack Space			
Rack space - full rack	0	\$ 10,694.25	\$ -
Rack space - 1/3 rack	0	\$ 4,189.50	\$ -
Rack space - per U	3	\$ 336.00	\$ 1,008.00
Dedicated Internet Access			
Dedicated Internet Access (10Mbps). Includes static IP /29 (5	0	\$ 1,320.00	\$ -
Dedicated Internet Access (25Mbps). Includes static IP /29 (5	0	\$ 2,310.00	\$ -
Dedicated Internet Access (50Mbps). Includes static IP /29 (5			
addresses).			
Circuit ID: INT545	1	\$ 3,850.00	\$ 3,850.00
Dedicated Internet Access (100Mbps). Includes static IP /29 (5	0	\$ 5,492.00	\$ -
Dedicated Internet Access (500Mbps). Includes static IP /29 (5	0	\$ 11,000.00	\$ -
Dedicated Internet Access (1Gbps). Includes static IP /29 (5 addresses).	0	\$ 13,750.00	\$ -
Static IP Address	0	\$ 240.00	\$ -
Dedicated Ethernet Access			
Dedicated Ethernet 10 Mbps. (1 year contract)	0	\$ 1,320.00	\$ -
Dedicated Ethernet 25 Mbps. (1 year contract)	0	\$ 4,620.00	\$ -
Dedicated Ethernet 100 Mbps. (1 year contract)	0	\$ 15,400.00	\$ -
Dedicated Ethernet 500 Mbps. (1 year contract)	0	\$ 19,800.00	\$ -
Dedicated Ethernet 1Gbps. (1 year contract)	0	\$ 22,440.00	\$ -
Email Services			
Email Administration (1-5 mailboxes). Not to exceed 8 hours/year	0	\$ 517.50	\$ -
Email Administration (6-15 mailboxes). Not to exceed 16 hours/year	0	\$ 1,035.00	\$ -
Email Administration (16-30 mailboxes). Not to exceed 24 hours/year	0	\$ 1,552.50	\$ -
Email Administration (31-50 mailboxes). Not to exceed 32 hours/year	0	\$ 2,070.00	\$ -
FireEye email protection	0	\$ 30.25	\$ -
Microsoft Email license - E2 Includes MFA, EMS, and P2 licenses	0	\$ 256.64	\$ -
Application and Hardware Support			
Acella Permit Management System - per license?	0	\$ 726.00	\$ -
Access to SQL Server - per hour?	0	\$ 257.50	\$ -
Backup Administration	0	\$ 517.50	\$ -
Beast licensing by Porter Lee	0	\$ 1,076.35	\$ -
Beast Support	0	\$ 947.60	\$ -
Data Storage Backup - per Tb	0	\$ 50.00	\$ -
Dedicated Virtual Server	0	\$ 2,060.00	\$ -
Desktop Support (on Domain)	0	\$ 1,165.18	\$ -
Desktop Telephone	0	\$ 575.00	\$ -
Duo	0	\$ 37.04	\$ -

Firewall setup, maintenance, and operations	0	\$ 517.50	\$ -
Malware Bytes	0	\$ 15.26	\$ -
MDT Support	0	\$ 517.50	\$ -
Microsoft desktop software license - E3/G3	0	\$ 329.30	\$ -
Netmotion Vendor Support	0	\$ 83.61	\$ -
Ricoh AX	0	\$ 105.55	\$ -
Ricoh Kofax	0	\$ 61.15	\$ -
Security Cameras Software license	0	\$ 9.17	\$ -
Server Support	0	\$ 1,552.50	\$ -
Smartnet for Cisco	0	\$ 123.60	\$ -
Veeam Backup license	0	\$ 54.66	\$ -
Workday ERP License	0	\$ 777.12	\$ -
Total			\$ 4,858.00

Rates are reviewed and adjusted annually. Call out for support outside of normal business hours will be charged at \$200/hour with one hour minimum. After hours support may require additional costs for overtime and other expenses.

Only services and/or support items listed are included in this agreement. YCITS has the right to decline any work requests not listed in this agreement. Accepted requests made by the customer to YCITS for items not listed in this agreement will be charged at \$150/hour at quarter hour increments for services provided during working hours. Outside normal business hours will be charged \$200/hour in quarter hour increments, with a minimum one hour charge. Other services and support may be negotiated upon request.

No software license fees are included in this agreement.

**Attachment B
ILA City of Lake Forest Park 2024-004**

Terms of Service

- 1. Ownership of equipment:**
 - a. Customer will be the owner of all equipment.
 - b. County will be steward of all network equipment regardless of ownership.
- 2. Purchase of equipment:**
 - a. If owned by Customer, then Customer must pay vendor in full.
 - b. If County owned, County must pay and bill as appropriate.
- 3. Maintenance of equipment:**
 - a. Maintenance will be defined as those activities required to keep the domain running at peak efficiency. This will include configuration, repair and troubleshooting.
- 4. Administration of equipment:**
 - a. County to administer domain operations.
 - b. Replacement funding
 - i. If County owned, County responsibility
 - ii. If Customer owned, Customer responsibility
 - c. Administration costs
 - i. Included in Customer rates for normal administration
 - ii. Billable for extraordinary operations
 - 1. Negotiated prior to operation taking place
 - 2. Billed at then current rates
- 5. Specific deliverables:**
 - a. Operations
 - i. County agrees to provide all services listed in Attachment A on a best effort basis. County maintains emergency outage protocols, alternate network pathways and spare equipment but does not guarantee operational uptime or speed of data transmission.
 - ii. The Customer agrees to provide a list of persons authorized to approve operational changes in services to include user accounts, security settings, for additions, modifications and deletions.
 - iii. The Customer agrees to provide a mutually agreed upon individual contact for service delivery issues.
 - iv. The Customer agrees to provide adequate workspace, furniture and phone for on-site county workstation support personnel.
 - v. The Customer agrees to provide a site location acceptable to the County for placing County equipment related to the delivery of services provided for in this ILA.
 - vi. Virus protection will be purchased by the Customer, installed at the computer level, and it is the Customer's responsibility to keep virus definition files updated to the latest version. It shall be the responsibility of the County to keep the virus definition files updated to the latest version, if said service is contracted with the County.
 - vii. County and the Customer agree to cooperate together in good faith to accomplish operational goals that benefit the Customer and County constituents.
- 6. Administration:**
 - a. Inform County Information Technology Services Admin regarding any changes of status in writing

- i. Email will work as long as it has all of the required elements.
 - 1. What is changing
 - 2. When is it scheduled to change
 - 3. Who will be affected
 - 4. How will they be affected
 - 5. Who will make the change
 - 6. Why is change necessary
 - 7. How long will the change take
 - 8. CC will be sent to all persons for all changes.

b. Hours of operations

Normal Business hours:	8:00 AM to 5:00 PM Monday through Friday
Critical business hours:	To be determined with Customer

c. Troubleshooting after business hours

- i. Call Out
 - 1. Specific procedures will be provided to the Customer in writing.
 - 2. Updates will be provided by County as necessary.
 - 3. All initial calls will be directed to County Help Desk at 574-2000 at all hours.
- ii. Response time window
 - 1. 30 Minutes from time of initial call to first returned call.
 - 2. Subsequent actions will be based upon County's priority matrix which will be provided to the Customer.
- iii. Response procedures will be provided to the Customer in writing and updated as necessary by County
- iv. Troubleshooting by County that is found to be caused by the Customer will be reimbursed at the Customer's expense.
- v. Mileage will be charged and reimbursed at current county rate, if appropriate.
- vi. Access to the Customer's facilities and equipment to be ensured by the Customer and arranged in advance.
- vii. Hourly charge for a call out outside of normal business hours is identified in Attachment A.

**Attachment C
ILA City of Lake Forest Park 2024-004**

Disclosure

1. Nondisclosure of Confidential and Personal Information

The County acknowledges that some of the material and information that may come into its possession or knowledge in connection with this contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW, or other state or federal statutes (“confidential information”). Confidential information includes, but is not limited to, certain names, certain addresses, Social Security numbers, financial profiles, credit card information, certain medical data, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. The County agrees to hold confidential information in strictest confidence and not to make use of confidential information for any purpose other than the performance of this ILA, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this ILA or as required by law, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Customer’s express written consent or as provided by law unless such disclosure is required by law. The County agrees to release such information or material only to employees or subcontractors who have signed a non-disclosure agreement, the terms of which have been previously approved by Customer. The County agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

“Personal information” including, but not limited to, “protected health information” (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), individuals’ social security numbers collected, used, or acquired in connection with this ILA shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The County must comply with all HIPAA requirements and rules when determined applicable by the Customer. If Customer determines that (1) Customer is a “covered entity” under HIPAA, and that (2) the County will perform “business associate” services and activities covered under HIPAA, then at Customer’s request, Yakima County agrees to execute Customer’s business associate contract in compliance with HIPAA.

The County shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein.

The County and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the ILA and demand for return of all personal information. The County agrees to indemnify and hold harmless the Customer for any damages related to both: (1) the County’s unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of the County’s failure to sufficiently protect against unauthorized use, disclosure, modification, or loss.

2. Compelled Disclosure of Information

Notwithstanding anything in the foregoing to the contrary, the County may disclose data pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the County promptly notifies, to the extent practicable, the Customer in writing of such demand for disclosure so that the Customer, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the information; provided that the County will disclose only that portion of the requested information that, in the written opinion of its legal counsel, it is required to disclose. The County agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Customer with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Customer is unable to obtain or does not seek a protective order and the County is legally requested or required to disclose such information, disclosure of such information may be made without liability.

APPROVED
Yakima County Information Technology
Services

APPROVED
City of Lake Forest Park

Signature
Dale A. Panattoni, Director

Signature
Jeff Johnson, Mayor

Date

Date

Republic Services to fund core services. The new rate structure will reduce volatility in rate increases caused by increases in recycling or economic downturns.

The amendment will account for the fixed annual charge based on the previous year's disposed waste, and a tipping fee assessed per ton of disposed waste. The County assigns the fixed annual charge, and Republic Services collects the fixed annual charge from customers to pay the county. The tipping fees and fixed annual charges will be adjusted annually.

Fiscal & Policy Implications

The fixed annual charge and tipping fees are distributed across the customer base.

Staff Recommendation

Approving the resolution and the amendment to the Republic Services contract.

RESOLUTION NO. 23-1925

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE AGREEMENT WITH REPUBLIC SERVICES FOR 2018-2028 COMPREHENSIVE GARBAGE, RECYCLABLES, AND COMPOSTABLES COLLECTION

WHEREAS, the City of Lake Forest Park (“City”) has been contracted Republic Services as the provider for comprehensive garbage, recyclables, and compostables collection within the City; and

WHEREAS, King County has changed their rate structure beginning on January 1, 2024; and

WHEREAS, due to the new rate structure, Republic Services requires an amendment to the existing contract in order to bill customers in the city the correct rate.

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

Section 1. AWARD OF CONTRACT. The Lake Forest Park City Council hereby authorizes the Mayor to execute the Amendment to Comprehensive Garbage, Recyclables, and Compost Collection Contract, in substantially the form attached hereto as **Exhibit A**.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 26th day of October, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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

**AMENDMENT TO COMPREHENSIVE GARBAGE,
RECYCLABLES, AND COMPOSTABLES COLLECTION
CONTRACT**

This Amendment to the Comprehensive Garbage, Recyclables, and Compostables Collection Contract (this “Amendment”) is made and entered into effective May ____, 2023 (the “Amendment Effective Date”) by and between Rabanco, Ltd., dba Republic Services of Bellevue (“Contractor”), and the City of Lake Forest Park, Washington (“City”) (referred herein as a “Party”, and collectively as the “Parties”).

RECITALS

- A. Contractor and City entered into a certain Comprehensive Garbage, Recyclables, and Composables Collection Contract dated July 1, 2017 “Agreement”.
- B. Pursuant to the Agreement all Garbage and residues from Recyclables and Organics must be delivered to the King County Disposal System.
- C. King County has made changes to their billing systems that impacts disposal with the King County Disposal System.
- D. City and Contractor now desire to make certain changes to the Agreement to accommodate such changes, as more fully set forth below.

AGREEMENT

Now therefore, for good and valuable consideration the receipt and sufficiency of which the parties acknowledge, including but not limited to the mutual and dependent promises contained herein, the parties agree as follows:

- 1. Changes in Disposal Fees. Section 5.3.2. This Section is hereby modified to include the following: “Notwithstanding anything to the contrary in the Agreement, the Parties acknowledge and agree that King County Disposal System periodically makes changes to their rates and billing process which may result in increased operational costs to the Contractor that are separate and apart from the rates charged by Contractor. The Parties agree that Contractor may increase rates based on the financial impact that changes to the King County Disposal System have on the Contractor, including but not limited to increased rates, tax obligations, or increased/additional fees as more fully set forth in Attachment B.”
- 2. Attachment D. Attachment D is hereby modified to include the provision in the attached, Attachment D, attached hereto and incorporated by reference.
- 3. Capitalized Terms. The parties agree that capitalized terms not otherwise defined in this Amendment shall have the meaning set forth in the Agreement.
- 4. Continuing Effect. Except as specifically amended by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Amendment Effective Date.

Rabanco, Ltd. dba
Republic Services of Bellevue

City of Lake Forest Park, Washington

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

City of Lake Forest Park Collections Contract
Attachment D
(Amended 2023 for King County Disposal Rate Restructure)

Rate Modification Examples

The collection and disposal components of the Customer charges listed in Attachment B will be adjusted separately, as appropriate. The collection component of Customer charges will be adjusted annually, pursuant to this Section and as described below. The disposal component of the Customer charges listed in Attachment B will be adjusted only if the City receives notification from the County of a pending disposal fee adjustment and will not become effective until the new disposal charges become effective and are actually charged to the Contractor. Formulas for both collection and disposal rate adjustments are provided as follows:

Collection Component Adjustment

The collection fee (including the embedded Administrative Fee component) listed in Attachment B will be increased as follows:

$$\text{Collection Component Adjustment Formula} = \text{NCC} = \text{PCC} \times 1.035$$

Where:

NCC = The new collection (including Administrative Fee), component of the customer rate for a particular service level; and

PCC = The previous collection (including Administrative Fee) of the Customer rate for a particular service level

Disposal Component Adjustment

In the case of a disposal fee modification at County disposal facilities, the disposal component of each service level will be adjusted as follows:

The disposal composite rate shall be derived annually by adding the King County tipping fee rate per ton plus the Fixed Annual Charge (FAC) increment per ton. The City's FAC increment per ton shall be derived by dividing the City's total FAC for the year by the City's Garbage tonnage from the previous full calendar year as listed in the King County FAC Allocation Table.

After the initial year, the FAC increment per ton shall be adjusted based on updated tonnage, and the adjustment up or down shall be added to next year's rate calculations. This adjustment shall be based on the difference between the initial FAC increment per ton rate and the updated FAC increment per ton rate using tonnage from the previous 12-month period ending June 30th.

For example, if the City's 2024 FAC was \$112,000 and the 2022 (previous full calendar year) tonnage was 3,400 tons the initial FAC increment per ton for rates effective January 1, 2024 would be \$32.94 (\$112,000 / 3,400). If the fiscal year ending June 30, 2024 tonnage turned out to be 3,500 tons the adjusted FAC increment per ton would be \$32.00 (\$112,000 / 3,500) and a -\$0.94 per ton (\$32.00 - \$32.94) adjustment would be added to the calculations for January 1, 2025 rates.

If the City's 2025 FAC is \$120,000 and the 2023 tonnage was 3,800 tons, the initial FAC increment per ton for 2025 would be \$31.58 per ton. If the tipping fee was \$150.83 per ton, then the **initial** disposal composite rate in 2025 shall be \$182.41. With the adjustment calculated above, the new disposal composite rate shall be \$181.47 per ton.

$$(\$120,000 / 3,800) + \$150.83 - \$.94 = \mathbf{\$181.47 \text{ per ton}}$$

Disposal Component Adjustment Formula=

Step 1:

$$A = ODC \times NTF/OTF$$

Step 2:

$$NDC = A + [(A-ODC) \times (CETR + CAFR)]$$

Where:

NDC = The new disposal charge component of the customer rate for a particular service level; and

NTF = The new disposal composite rate, dollars per ton; and

ODC = The old disposal charge component of the customer rate for a particular service level;

OTF = The old disposal composite rate, dollars per ton; and

A = Pre-excise tax and Administrative Fee adjusted disposal component

CAFR = Current Administrative Fee rate

CETR = Current excise tax rate

The calculations for a disposal **and** collection increase for example, using a current charge for one 31/35-gallon cart of \$35.46 per month (disposal component of \$7.43 and collection component of \$28.03), an annual service component adjustment of 3.5%, a disposal composite rate increase from \$168.68 to \$181.47 per ton, a State Excise Tax rate of 1.75%, and the Administrative Fee at 6%, then the new customer charge for one 31/35-gallon cart per week would be:

$$\begin{aligned} \text{New Collection Component (using Collection Component Adjustment Formula above)} \\ = \$28.03 \times 1.035 = \$29.01 \end{aligned}$$

New Disposal Component (using Disposal Component Adjustment Formula above)

- Step 1 calculation: $[\$7.43 \times (181.47/168.68)] = \7.99
- Step 2 calculation: $\$7.99 + [(\$7.99 - \$7.43) \times (0.0175 + .06)] = \8.03

Thus, the new Customer charge for one 32/35-gallon cart will be the \$29.01 collection component plus the \$8.03 disposal component, equaling \$37.04.

Administrative Fee Adjustment

The Contractor's rates shown in Attachment B include an embedded Administrative Fee, which may be adjusted from time to time, pursuant to Section 4.2.1. The Initial contract rates have incorporated an Administrative Fee corresponding to a 6% fee on gross receipts from those Customers, as follows (1 32/35 gallon residential service as an example):

Collection fee (\$22.69) + Disposal Fee (\$5.83) + Administrative Fee (\$1.71) + Excise Tax at 1.5% on Administrative Fee (\$0.03) = Customer rate of \$30.26.

In the event the City Administrative Fee is adjusted, the Administrative Fee portion of the Contractor's Customer rates shall be adjusted in a manner that retains the Contractor's underlying compensation to ensure that the Contractor remains whole.

ORIGINAL
AGREEMENT
MUNI SVCS DEPT
Rabanco/Republic
Services
City of LFP
AG-17-061

Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract



City of Lake Forest Park
and
Rabanco, Ltd. dba Republic Services of Bellevue

July 1, 2018 – June 30, 2028

Comprehensive Garbage, Recyclables, and Compostables
Collection Services Contract

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- Attachment B: Contractor Rates
- Attachment C: Recyclables List
- Attachment D: Rate Modification Example

1 This Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract
2 (hereafter, "Contract") is made and entered into this _____ day of _____, 2017 (hereafter the
3 "Date of Execution"), by and between the City of Lake Forest Park, a municipal corporation (hereafter
4 "City"), and Rabanco, Ltd. dba Republic Services of Bellevue (hereafter "Contractor").
5

6 **RECITALS**

7
8 WHEREAS, the City has conducted a competitive process to select a contractor to provide Garbage,
9 Recyclables, and Compostables collection services to all residents, businesses, and institutions located
10 within the Service Area; and

11
12 WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City
13 conducted a thorough and exhaustive competitive process; and

14
15 WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City had
16 the right at any time during the process to reject any or all of the competitors, regardless of their proposals
17 or prices; and

18
19 WHEREAS, having completed the competitive process, the City has selected the best candidate to provide
20 the services outlined in the competitive process; and

21
22 WHEREAS, the Contractor represents and warrants that it has the experience, resources, and expertise
23 necessary to perform the services as requested in the competitive process; and

24
25 WHEREAS, the City desires to enter into this Contract with the Contractor for the services outlined in the
26 competitive process and included below;

27
28 NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein
29 contained, the City and Contractor do agree as follows:
30

31 **AGREEMENT**

32
33
34 **1. DEFINITIONS**

35
36 The following definitions apply to terms used in this Contract:
37

38 **Bulky Waste:** Discrete items of Garbage of a size or shape that precludes collection in regular collection
39 containers. Bulky Waste includes: large appliances (such as refrigerators, freezers, stoves, dishwashers,
40 clothes washing machines or dryers), water heaters, furniture (such as chairs or sofas), televisions,
41 mattresses, and other similar large items placed at the Curb as discrete separate items. Bulky Waste does
42 not include piles of debris, car parts, construction or demolition debris, any item that would be considered
43 Hazardous Waste, or stumps.
44

45 **Cart:** A Contractor-provided 20-, 35-, 45, 64-, or 96-gallon wheeled Container with attached lid suitable
46 for collection, storage, and Curbside placement of Garbage, Recyclables, or Compostables. Carts shall be
47 rodent and insect resistant and kept in sanitary condition by the Contractor at all times.

1
2 **Change of Control:** The term "Change of Control" means any single transaction or series of related
3 transactions by which the beneficial ownership of more than 50% of the voting securities of the Contractor
4 is acquired by a person or entity, or by a related or affiliated group of persons or entities, who as of the
5 effective date of the Contract do not have such a beneficial interest; provided, however, that intra-
6 company transfers, such as transfers between different subsidiaries or branches of the parent corporation
7 of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or
8 controlled by the Contractor upon the effective date of the Contract, and transactions effected on any
9 securities exchange registered with the U.S. Securities and Exchange Commission, shall not constitute a
10 Change in Control.

11
12 **City:** The word "City" means the City of Lake Forest Park, in King County, Washington. As used in the
13 Contract, use of the term "City" may include reference to the City Administrator or his/her designated
14 representative. Where the context makes it apparent, references to staff, streets, rights-of-way, activities
15 and things refer to the staff, streets, rights-of-way and activities of the City, and things belonging to or
16 located within the City.

17
18 **Commercial Customer:** Non-Residential Customers, including businesses, institutions, governmental
19 agencies, and all other users of commercial-type Garbage collection services.

20
21 **Compostables:** Any organic waste material that is Source-separated for processing or composting, such
22 as Yard Debris and Foodscraps generated by any Residential or Commercial customers. Shredded
23 uncontaminated paper shall be accepted as a Compostable material.

24
25 **Contractor:** Rabanco, Ltd. dba Republic Services of Bellevue, which has contracted with the City to collect,
26 transport, and dispose of Garbage, and to collect, process, market, and transport Recyclables and
27 Compostables.

28
29 **Container:** Any Micro-can, Food Mini-can, Garbage Can, Cart, Detachable Container, or Drop-box
30 Container used in the performance of this Contract.

31
32 **Contract:** Refers to this contract for comprehensive garbage, recyclables and compostable collection
33 services.

34
35 **Contract Term:** Refers to the term of this Contract as provided for in Section 2.

36
37 **County:** King County in Washington State.

38
39 **Curb or Curbside:** Refers to the Customers' property, within five (5) feet of the Public Street or Private
40 Road (or on the sidewalk without completely obstructing the sidewalk, if there is no Customer property
41 within five (5) feet of the Public Street or Private Road) without blocking driveways or on-street parking.
42 If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable
43 to the Customer, convenient to the Contractor's equipment, and mutually agreed to by the City and
44 Contractor.

45
46 **Customer:** All account-holders of the Contractor's services within the City.
47

1 **Date of Commencement of Service:** July 1, 2018, which is the date that the Contractor agrees to
2 commence the provision of collection and other services as described throughout this Contract.

3
4 **Date of Execution:** The date that this Contract is executed by all signatories.

5
6 **Day/Days:** Calendar days unless otherwise specified.

7
8 **Detachable Container:** A watertight metal or plastic container equipped with a tight-fitting cover, capable
9 of being mechanically unloaded into a collection vehicle, and that is not less than one (1) cubic yard or
10 greater than eight (8) cubic yards in capacity.

11
12 **Driveway:** A privately-owned and maintained way that connects a Residence or parking
13 area/garage/carport with a Private Road or Public Street.

14
15 **Drop-box Container:** An all-metal loose material or compactor container with ten (10) cubic yards or
16 more capacity that is loaded onto a specialized collection vehicle.

17
18 **Extra Unit:** Excess material that does not fit in the Customer’s primary Container. In the case of Cart
19 services, an Extra Unit is 32-gallons and may be contained in either a plastic bag or Garbage can. In the
20 case of Garbage Containers one (1) cubic yard or more in capacity, an Extra Unit is 96-gallons.

21
22 **Food Mini-can:** A water-tight plastic container twelve or thirteen (12/13) gallons in capacity; fitted with
23 two (2) sturdy handles or handholds and fitted with a tight cover. All Food Mini-cans provided by the
24 Contractor shall be rodent and insect proof and kept in sanitary conditions by the Customer at all times.

25
26 **Food Scraps:** All compostable pre- and post-consumer food waste, such as whole or partial pieces of
27 produce, meats, bones, cheese, bread, cereals, coffee grounds, or egg shells, and food-soiled paper, such
28 as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other
29 paper products accepted by the Contractor’s selected composting site. Food Scraps shall not include dead
30 animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the
31 selected composting facility. The range of materials handled by the Compostables collection program may
32 be changed from time to time upon the mutual agreement of the Parties to reflect those materials allowed
33 by the Public Health – Seattle & King County for the frequency of collection provided by the Contractor.

34
35 **Garbage:** All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to,
36 rubbish, ashes, industrial wastes, swill, demolition and construction wastes, dead small animals
37 completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities
38 that are placed by Customers in appropriate Containers, bags, or other receptacles for collection and
39 disposal by the Contractor. Needles or “sharps” used for the administration of medication can be included
40 in the definition of “Garbage,” provided that they are placed within a sealed, secure container as agreed
41 upon by the City and the Contractor and this handling is consistent with current King County sharps policy.
42 The term “Garbage” shall not include Hazardous Wastes, Source-separated recyclable materials, or
43 Source-separated Compostables.

44
45 **Garbage Can:** A Container that is a water-tight galvanized sheet-metal or plastic container not exceeding
46 four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one on

1 each side; and fitted with a tight cover equipped with a handle. All Containers shall be rodent and insect
2 proof and kept in sanitary conditions by their owner at all times.

3
4 **Hazardous Waste:** Any hazardous, toxic, or dangerous waste, substance, or material, or contaminant,
5 pollutant, or chemical, known or unknown, defined or identified as such in any existing or future local,
6 state, or federal law, statute, code, ordinance, rule, regulation, guideline, decree, or order relating to
7 human health or the environment or environmental conditions, including but not limited to any substance
8 that is:

- 9
- 10 A. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as hazardous waste by the United
- 11 States Environmental Protection Agency under Subtitle C of the Resource Conservation and
- 12 Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid
- 13 Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.;
- 14 or any other federal statute or regulation governing the treatment, storage, handling, or disposal
- 15 of waste imposing special handling or disposal requirements similar to those required by Subtitle
- 16 C of RCRA;
- 17
- 18 B. Defined as dangerous or extremely hazardous by WAC 173-303-040 and regulated as dangerous
- 19 waste or extremely hazardous waste by the Washington State Department of Ecology under the
- 20 State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State
- 21 statute or regulation governing the treatment, storage, handling, or disposal of wastes and
- 22 imposing special handling requirements similar to those required by Chapter 70.105 RCW; and
- 23
- 24 C. Any substance that comes within the scope of this definition as determined by the City after the
- 25 Date of Execution of this Contract.

26
27 Any substance that ceases to fall within this definition as determined by the City after the Date of
28 Execution of this Contract shall not be deemed to be Hazardous Waste.

29
30 **King County Disposal System:** The areas owned, leased, or controlled by King County, Washington for
31 the disposal of Garbage, or such other site as may be authorized by the current King County
32 Comprehensive Solid Waste Management Plan and the Amended and Restated Solid Waste Interlocal
33 Agreement between the City and King County.

34
35 **Micro-can:** A small Garbage Container, with or without wheels, water-tight plastic container
36 approximately ten (10) gallons in capacity fitted with two (2) sturdy handles and a tight cover equipped
37 with a additional handle. All Containers shall be rodent and insect proof and kept in sanitary conditions
38 by their owner at all times.

39
40 **Multifamily Complex:** Multiple-unit Residences with five or more attached or unattached units billed
41 collectively for Garbage collection service.

42
43 **On-call:** The provision of specified services only upon direct telephone, written, or e-mailed request of
44 the Customer to the Contractor.

45
46 **Party:** Either the City or the Contractor.

47

- 1 **Parties:** The City and Contractor.
- 2
- 3 **Private Road:** A privately-owned and maintained way that allows for access by a service vehicle and that
- 4 serves multiple Residences.
- 5
- 6 **Public Street:** A public right-of-way used for public travel, including public alleys.
- 7
- 8 **Recycling:** The preparation, collection, transport, processing, and marketing of Recyclables.
- 9
- 10 **Recyclables:** The materials designated as being part of a Residential or Commercial Recycling collection
- 11 program, as listed in Attachment C.
- 12
- 13 **Residence/Residential:** A single-family and/or multifamily living space individually rented, leased or
- 14 owned.
- 15
- 16 **Services:** Refers to the comprehensive garbage, recyclables and compostables collection and processing
- 17 services provided by the Contractor pursuant to the Contract.
- 18
- 19 **Service Area:** The service boundaries indicated in Attachment A as of the Date of Commencement of
- 20 Service.
- 21
- 22 **Single-Family Residence:** All one-unit houses, duplexes, tri-plexes, four-plexes, and individually-billed
- 23 mobile homes that are located on a Public Street or Private Road.
- 24
- 25 **Source-separated:** Certain reclaimable materials that are separated from Garbage by the generator for
- 26 recycling or reuse, including but not limited to Recyclables, Yard Debris, Food Scraps, and other materials.
- 27
- 28 **Strike Contingency Plan:** The plan the Contractor will develop pursuant to Section 4.1.19 of this Contract.
- 29
- 30 **Transition and Implementation Plan:** The plan that the Contractor will develop pursuant to Section 4.1.22
- 31 of this Contract.
- 32
- 33 **Unacceptable Waste:** Highly flammable substances, Hazardous Waste, liquid wastes, special wastes,
- 34 certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that
- 35 the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state,
- 36 federal or local law, or in the reasonable discretion of the Contractor, to be dangerous or threatening to
- 37 heal or the environment, or which cannot be legally accepted at the applicable disposal facility.
- 38
- 39 **WUTC:** The Washington Utilities and Transportation Commission.
- 40
- 41 **Yard Debris:** Leaves, grass, prunings, branches and small trees. Materials larger than four (4) inches in
- 42 diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet in diameter by
- 43 four (4) feet in length and no more than fifty-five (55) pounds, shall be allowed, and shall be secured by
- 44 degradable string or twine, not nylon or other synthetic materials. Un-flocked, undecorated whole
- 45 Christmas trees cut to less than six (6) feet in height are acceptable. Kraft paper bags, or Garbage Cans
- 46 labeled "Yard Debris" may also be used to contain extra Yard Debris.
- 47

1 **2. TERM OF CONTRACT**

2
3 The Term of this Contract is ten (10) years starting on the Date of Commencement of Service. The City,
4 may, at its option, extend the Contract up to two (2) extensions, each of which shall not exceed two (2)
5 years in duration. Any extension exercised by the City shall be under the original terms and conditions of
6 this Contract or as the Contract may have been amended at the time of the extension. To exercise the
7 option to extend this Contract, written notice shall be given by the City to the Contractor not less than
8 ninety (90) days prior to the expiration of the Contract Term or the expiration of a previous extension.
9 With the Contractor's written consent, the requirement of 90 days' prior notice of exercise of the City's
10 option to extend may be waived.

11
12 **3. CONTRACTOR REPRESENTATIONS AND WARRANTIES**

13
14 The Contractor represents and warrants to the City as follows:

- 15
16 • *Organization and Qualification.* The Contractor is duly incorporated, validly existing, and in good
17 standing under the laws of the state of Washington, and has all requisite corporate power and
18 authority to enter into and to perform its obligations under this Contract.
- 19
20 • *Authority.* The Contractor has the authority to execute this Contract, to make the representations
21 and warranties set forth in it, and to perform the obligations of the Contractor under this Contract
22 in accordance with its terms. This Contract has been validly executed by an authorized
23 representative of the Contractor, with the authority to sign on behalf of and bind the Contractor,
24 and this Contract constitutes a valid and legally binding and enforceable obligation of Contractor.
- 25
26 • *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost prior
27 to the Date of Commencement of Service any such licenses, permits, and other authorizations
28 from federal, state, and other governmental authorities, as are necessary for the performance of
29 its obligations under this Contract.
- 30
31 • *Compliance with Laws.* The Contractor is not in violation of any applicable laws, ordinances, or
32 regulations, which may impact the Contractor's ability to perform its obligations under this
33 Contract or which may have any impact on the City. The Contractor is not subject to any order or
34 judgment of any court, tribunal, or governmental agency that impacts its operations or assets or
35 its ability to perform its obligations under this Contract.
- 36
37 • *Accuracy of Information.* None of the representations or warranties in this Contract, and none of
38 the documents, statements, reports, certificates, or schedules furnished or to be furnished by the
39 Contractor pursuant to this Contract or in connection with the performance of the obligations
40 contemplated under this Contract, at any time contain or will contain untrue statements of a
41 material fact or omissions of material facts.
- 42
43 • *Independent Examination.* In accepting these responsibilities, the Contractor represents and
44 affirms that it has made its own examination of all conditions affecting the performance of this
45 Contract, currently and into the future, and of the quantity, quality, and expense of labor,
46 equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits, and
47 applicable laws. The Contractor affirms that within the Service Area it is aware of the present

1 placement and location of all Containers. The Contractor represents and warranties that it is
2 capable of continuing to collect all Containers from their present locations, and that it is capable
3 of providing service to and collection of Containers in any areas of the Service Area that may be
4 built out or developed during the term of this Contract.
5

6 **4. SCOPE OF WORK**

7
8 **4.1 General Collection System Requirements**

9
10 **4.1.1 Service Area**

11
12 The Contractor shall provide all Services pursuant to this Contract throughout the entire Service Area.

13 **4.1.2 Service to Residences on Private Roads and Driveways**

14
15 The Contractor shall provide Curbside service to all Residences located on Private Roads, except as noted
16 in this Section. Drive-in charges are to be used only for requested service on Driveways and are prohibited
17 on Private Roads.

18
19 In the event that the Contractor believes that a Private Road cannot be safely negotiated or that providing
20 walk-in service on Driveways for Single-Family Residence Customers is impractical due to distance or
21 unsafe conditions, the Contractor may request that the City evaluate on-site conditions and make a
22 determination of the best approach for providing safe and appropriate service to the Customer. The City's
23 determination shall be final, provided that the Contractor shall not be required to endanger workers,
24 equipment, or property.
25

26 If the Contractor believes that there is a probability of Private Road or Driveway damage, the Contractor
27 shall inform the respective Customer(s) and may require a road damage waiver agreement in a form
28 previously approved by the City. In such event, if the Customer(s) refuse to sign such a road damage
29 waiver, the Contractor may decline to provide service on those Private Roads or Driveways, and the
30 Customer(s) will only be serviced from the closest Public Road access. Such determination that damage is
31 probable must be approved in writing by the City prior to any action or refusal of service by the Contractor.
32

33 **4.1.3 Hours/Days of Collection**

34
35 All collections from Single-family Residential Customers and Residential zones, including mixed-use areas
36 shall be made between the hours of 7:00 a.m. and 6:00 p.m. on a consistent weekday, unless the City
37 authorizes a temporary extension of hours or days. Saturday collection is allowed to the extent consistent
38 with holiday and inclement weather schedules.
39

40 All collections from Commercial Customers may be made between the hours of 5:00 a.m. and 9:00 p.m.
41 provided that service to those Customers shall neither disturb Residential Customers in adjoining
42 Residential zoned areas, nor violate the noise provisions of the Lake Forest Park Municipal Code, as
43 amended. Collections from Commercial Customers within audible distance of Residential Customers shall
44 be made only between the hours of 7:00 a.m. and 6:00 p.m., and no earlier than 9:00 a.m. on Saturday.
45 Exemptions to the hour requirements may be granted in writing in advance by the City to accommodate

1 the special needs of Commercial Customers where allowed by the Lake Forest Park Municipal Code. The
2 City's noise ordinance, as amended, may further restrict these terms and hours of collection.

3
4 **4.1.4 Employee Conduct**

5
6 The Contractor's employees collecting Garbage, Recyclables, or Compostables shall at all times be
7 courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work
8 without delay, minimize noise, and avoid damage to public or private property. If on private property,
9 Contractor employees shall follow the regular pedestrian walkways and paths, returning to the street after
10 replacing empty Containers. Contractor employees shall not trespass or loiter, cross flowerbeds, hedges,
11 or property of adjoining premises, or meddle with property that does not concern them or their task at
12 hand. While performing work under the Contract, Contractor employees shall wear a professional and
13 presentable uniform with an identifying badge with photo identification and company emblem visible to
14 the average observer. At the City's option and direction, Contractor employees shall work with groups or
15 organizations, such as neighborhood community organizations, homeowner associations, or the City's
16 Utilities, Police, or Fire Departments, for training to recognize and call the appropriate agency when
17 suspicious activities are observed.

18
19 If any person employed by the Contractor to perform collection services is, in the opinion of the City,
20 incompetent, disorderly, or otherwise unsatisfactory, the City shall promptly document the incompetent,
21 disorderly, or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a
22 demand that such conduct be corrected. The Contractor shall promptly investigate any written complaint
23 from the City regarding any unsatisfactory performance by any of its employees and take immediate
24 corrective action. The City reserves the right to request at any time that the person be removed from all
25 performance of additional work under this Contract. The Contractor shall remove the employee from
26 Contract work immediately.

27 **4.1.5 Disabled Persons Service**

28
29 The Contractor shall provide carryout service for Garbage, Recyclables, and Compostables to Single-Family
30 Residence Customers in cases where no household member has the ability to place Containers at the
31 Curb, at no additional charge. The Contractor shall use criteria that are fair and meet the needs of the
32 City's disabled residents. These criteria shall comply with all local, state and federal regulations, and shall
33 be subject to City review and approval prior to program implementation, which shall not be unreasonably
34 withheld by the City.

35
36 **4.1.6 Holiday Schedules**

37
38 The Contractor shall observe the same holiday schedule as the King County Transfer Stations (typically
39 New Year's Day, Thanksgiving Day, and Christmas Day). When those holidays fall on a regular collection
40 day, the Contractor shall reschedule the remainder of the week of regular collection to the next
41 succeeding business day, which shall include Saturdays. The Contractor may not collect Single-Family
42 Residence and Multifamily Complex Garbage, Recyclables, or Compostables earlier than the regular
43 collection day due to a holiday. Commercial collections may be made one (1) day early only with the
44 consent of the Commercial Customer. Holiday scheduling information shall be included in written program
45 materials, on the Contractor's web site, and by press releases to general news media in the Lake Forest
46 Park area by the Contractor the week prior to the holiday affecting service.

1 notice is given to the City of the intent to deny or discontinue service, including the name, service address,
2 reason for such action, and whether reasonable efforts to accommodate the Customer and provide
3 services have occurred and failed. If the Customer submits a written letter or e-mail to the City appealing
4 the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event, the decision
5 of the City shall be final. The City may also require the denial or discontinuance of service to any Customer
6 who is abusing the service or is determined to be ineligible.

7
8 **4.1.9 Missed Collections**

9
10 If Garbage, Recyclables, or Compostables are set out inappropriately, improperly prepared, or
11 contaminated with unacceptable materials, the Contractor shall place in a prominent location a written
12 notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for
13 collection. Failure to provide proper written notification to Customers, per the quality assurance protocol
14 in Section 4.1.11, of the reason for rejecting materials for collection shall be considered a missed collection
15 and subject to performance fees due to lack of proper Customer notification.

16
17 The failure of the Contractor to collect Garbage, Recyclables, or Compostables that has been set out by a
18 Customer in the proper manner on the appropriate day shall be considered a missed collection, and the
19 Contractor shall collect the materials from the Customer within twenty-four (24) hours of the Contractor’s
20 receipt of notification of the missed pick-up. If the Contractor is notified of a missed pick-up by 9:00 AM
21 the following business day, the missed pick-up shall be collected that same day. The Contractor shall
22 maintain an electronic record of all calls related to missed collections and the response provided by the
23 Contractor. Such records shall be made available for inspection upon request by the City, and the
24 information shall be included in monthly reports. (See Reporting requirements set forth in Section 4.3.4).

25
26 If the Contractor is requested by the Customer to make a return trip due to no fault of the Contractor,
27 which the Contractor can prove through documentation (e.g., the Containers were not placed at the curb
28 on time and the driver documented that fact in a log, with a photograph, etc.), the Contractor shall charge
29 the Customer an additional return trip fee for this service, provided the Contractor notifies the Customer
30 of this charge in advance and the Customer agrees to payment of the return trip fee. The Contractor will
31 not be liable for a missed collection in such case.

32
33 **4.1.10 Same Day Collection**

34
35 Garbage, Recyclables, and Compostables collection shall occur on the same regularly scheduled day of the
36 week for Single-Family Residence Customers. The collection of Garbage, Recyclables, and Compostables
37 from Multifamily Complexes and Commercial Customers need not be scheduled on the same day.

38
39 **4.1.11 Requirement to Recycle and Compost and Quality Assurance**

40
41 The Contractor shall recycle or compost all Source-separated Recyclables and Compostables collected,
42 unless express prior written permission is provided by the City. The Contractor shall use facilities that:

- 43
44
 - Process materials to a high standard to maximize the recovery and recycling of all incoming
45 recyclable and compostable materials;

- 1 • Are operated to minimize cross-contamination of materials that would result in otherwise
- 2 Recyclable materials being misdirected to a market or disposal where they would not be
- 3 recovered;
- 4 • Are designed and operated to minimize the residual stream of otherwise recoverable materials
- 5 destined for disposal.
- 6 • Have sufficient preprocess and screening staff and equipment to ensure that otherwise
- 7 recoverable materials are not cross-contaminated and rendered non-recyclable due to the nature
- 8 of the processing facility.
- 9

10 The City and Contractor agree that the Contractor is being compensated to fully recycle or compost those
 11 incoming materials and that maximum cost-effective recovery is a primary objective of the City's
 12 collection programs.

13
 14 Concurrently with the start of this Contract, the Contractor shall implement an on-route quality assurance
 15 program for Recyclables and Compostables consistent with industry best management practices for
 16 tagging, probationary periods, material rejection, and suspension of service. The quality assurance
 17 protocol will address thresholds for when contamination levels trigger Customer contact, when to place
 18 a Customer on service probation for possible discontinued collection, when to suspend collection service
 19 and remove the subject Carts or Containers, and finally but not limited to, procedures to allow a Customer
 20 to reinstate and resume service after it has been suspended after following established contamination
 21 protocols. The Contractor shall implement the protocol consistently for all Customers and shall notify the
 22 City via email of any Customer being handled under the protocol. The City and Contractor shall mutually
 23 negotiate and agree on a process reflecting current best management practices used in King County for
 24 route monitoring for both Single-family Residential and Commercial/Multifamily sectors. The Contractor
 25 and City shall periodically review and update these procedures to ensure that contamination problems
 26 are addressed promptly, fairly and consistently for all sectors.

27
 28 **4.1.12 Routing, Notification and Approval**

29
 30 The Contractor shall indicate, on a map acceptable to the City, the day of the week Garbage, Recyclables
 31 and Yard Debris shall be collected from each Single-family Residence.

32
 33 The Contractor may change the day of collection by giving notice at least thirty (30) days prior to the
 34 effective date of the proposed change to and obtaining written approval from the City. On the City's
 35 approval, the Contractor shall provide affected Customers with at least fourteen (14) days written,
 36 telephone, and/or e-mail notice of pending changes of collection day. The Contractor shall obtain the
 37 prior written approval from the City of the notice to be given to the Customer, such approval shall not be
 38 unreasonably withheld.

39
 40 The Contractor may balance routes that may affect the Customers' expected time-of-day collection
 41 without prior City approval. The Contractor shall inform the City of the affected routes and the reason for
 42 the change prior to implementation of the routing change.

43
 44 **4.1.13 Vehicle and Equipment Type/Age/Condition/Use**

45
 46 The Contractor shall use natural gas-fueled collection vehicles for Garbage, Recyclables, and
 47 Compostables collection services performed under this contract under this Contract, provided that small

1 vehicles used to service limited-access areas may be diesel powered. All collection vehicles shall be no
2 older than model year 2014 and no older than ten years (from the first date of service when new) through
3 the Contract term, including extensions. Back-up vehicles used fewer than thirty (30) operating days a
4 calendar year shall not be subject to the age that apply to regularly-used vehicles, but shall be presentable,
5 shall be in safe working order, and shall be subject to all other conditions of this section. The accumulated
6 annual use of individual back-up vehicles shall be reported in the Contractor's monthly report.

7
8 Vehicles used in the performance of this Contract shall be of sufficient size and dimension to provide
9 service to all Customers, regardless of location. In some cases, this may mean that a small collection
10 vehicle, capable of servicing narrow and/or tight locations must be used, and the Contractor shall make
11 such vehicles available to ensure smooth and effective collection services throughout the Service Area.

12
13 Vehicles to be used for Garbage collection shall have a switchable placard that clearly indicates that they
14 are Garbage collection vehicles, vehicles to be used for Recyclables collection shall have a switchable
15 placard that clearly indicates that they are Recyclables collection vehicles, and vehicles to be used for
16 Compostables collection shall have a switchable placard that clearly indicates that they are Compostables
17 collection vehicles. The colors, trim scheme, and design to be used by the Contractor on the switchable
18 placards shall be subject to the prior written approval of the City. The use of unauthorized switchable
19 placards or lack of switchable placards on collection vehicles shall be cause for performance fees as
20 described in Section 6.1. Vehicles used in the performance of this Contact shall only be used for the
21 collection of materials they are otherwise designated for.

22
23 Vehicles shall be maintained in a clean and sanitary manner, and shall be thoroughly washed at least once
24 each week. All collection equipment shall have appropriate safety markings, including all highway lighting,
25 flashing and warning lights, clearance lights, and warning flags, all in accordance with current statutes,
26 rules and regulations. Equipment shall be maintained in good condition at all times. Vehicles shall be
27 repainted upon showing rust on the body or chassis or at the request of the City. All parts and systems of
28 the collection vehicles shall operate properly and be maintained in a condition compliant with all federal,
29 state, and local safety requirements and be in a condition satisfactory to the City. All vehicles shall be
30 equipped with variable tone or proximity activated reverse movement back-up alarms.

31
32 The Contractor shall maintain collection vehicles and Containers to ensure that no liquid wastes (e.g.,
33 Garbage or Compostables leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer
34 premises or streets. All collection and route supervisor vehicles used by the Contractor shall be equipped
35 with a spill kit sufficient in size to contain a complete spill from the largest tank on the vehicle. Any
36 equipment not meeting these standards shall not be used within the Service Area until repairs are made.
37 Any discharge of liquid wastes or oils that may occur from Contractor's vehicles or Containers prior to
38 them being removed from service shall be cleaned up or removed within three (3) hours of being noticed
39 by route staff, customers, or the City, and shall be remediated by the Contractor at its sole expense. Such
40 clean-up or removal shall be documented with pictures, and notice of such clean-up or removal shall be
41 provided to the City in writing. The Contractor shall immediately notify the City-designated spill reporting
42 telephone number (206-368-5440) of any spills that enter drainages. Failure by the Contractor to clean-
43 up or remove the discharge in a timely fashion to the satisfaction of the City shall be cause for performance
44 fees, as described in Section 6.1. Discharge of pollutants into the storm system is a violation of Lake Forest
45 Park Municipal Code and may be subject to fine. The Contractor shall notify the City and the Customer of
46 any leakage from non-Contractor-owned Containers immediately so that those spills may be addressed in
47 a timely manner.

1
2 No advertising shall be allowed on Contractor vehicles other than the Contractor’s name, logo, customer
3 service telephone number, and website address, unless otherwise previously approved in writing by the
4 City. Special promotional messages may be permitted by the City; provided they are either painted directly
5 on vehicles or on special placards attached to vehicles. The City’s approval shall be in writing and solely
6 within the City’s discretion. Vehicle inventory numbers shall be displayed on the rear panel of the vehicle
7 body and shall show, in lettering at least 6” high. The City will provide the Contractor with policy timelines
8 for reporting spills versus driving complaints to the City. Spills should be reported immediately to the
9 City as directed by the City’s reporting policies, which will be provided to the Contractor by the City.

10
11 All Contractor route, service, and supervisory vehicles shall be equipped with properly licensed two-way
12 communication equipment. The Contractor shall maintain a base station or have equipment capable of
13 reaching all collection areas. Collection vehicles shall also be equipped with back-up cameras, as well as
14 route-recording cameras integrated with their on-board route management system.

15
16 All collection vehicles shall be equipped with global positioning systems (GPS), as well as an on-board
17 computer and data tracking system to track route progress and log non-set-outs, extras, and other service
18 issues. The system shall incorporate photo documentation of route exceptions. The Contractor’s drivers
19 shall be fully trained and required to use these systems. The resulting data shall be uploaded to the
20 Contractor’s Customer service database no less than hourly to allow Customer service personnel to be
21 fully apprised of route progress, and be able to address misses and other Customer inquiries in near real-
22 time.

23
24 Any equipment Contractor furnishes shall remain Contractor’s property. The City and its residents shall
25 use the equipment only for its proper and intended purpose and shall not overload (by weight or volume),
26 move or alter the equipment. The City and its residents shall provide safe, unobstructed access to the
27 equipment on the scheduled collection day. Contractor may charge an additional fee for any additional
28 collection service required by failure to provide access. The Contractor shall waive such fees for the first
29 failure to provide access.

30
31 **4.1.14 Container Requirements and Ownership**

32
33 Contractor Garbage fees included in Attachment B include all costs of the associated Containers unless
34 Container rental for a particular service is specifically listed in Attachment B, such as rent for Drop-box
35 Containers.

36
37 Single-Family Residence, Multifamily Complex, and Commercial Customers must use Contractor-provided
38 Containers for their initial Container of Garbage collection service, with the exception of compacting Drop-
39 box Containers, which may be Customer-owned or –leased from other parties. Plastic bags or Garbage
40 Cans may be used for excess volumes of Garbage, but not as a Customer’s primary container.

41
42 In the event the Customer uses a Garbage Can for Extra Units, the Contractor shall handle the Customer-
43 owned Garbage Container in such a way as to prevent undue damage. The Contractor shall be responsible
44 for unnecessary or unreasonable damage to Customer-owned Containers.

45
46 All Contractor-provided Containers shall be permanently, clearly, and prominently screened, molded-in,
47 molded-on, imprinted, or otherwise labeled in a fashion that any reasonable person can readily determine

1 the size capacity and material preparation requirements of the Container. Contractor-provided Containers
2 shall not be screened, molded-in, molded-on, imprinted, or otherwise permanently labeled with the
3 Contractor's logo or company name.
4

5 **4.1.14.1 Garbage, Recyclables, and Compostables Micro-cans, Carts and Food Mini-cans**
6

7 The Contractor shall provide a 10-gallon Micro-can or a 20-, 35-, 45-, 64-, and 96-gallon Garbage Carts for
8 the respective level of Garbage collection, and 35-, 64-, and 96-gallon Recyclables and Compostables Carts
9 for the respective level of Recyclables or Compostables collection. Food Mini-cans shall be provide in lieu
10 of a Compostables Cart upon Customer request. All Carts shall be manufactured from a minimum of
11 fifteen percent (15%) post-consumer recycled plastic, with a lid that will accommodate a label. Carts shall
12 be provided to requesting Customers within seven (7) days of the Customer's initial request. All Carts must
13 have materials preparation instructions and telephone and website contact information printed on a
14 sticker on the lid.
15

16 All Contractor-provided Micro-cans, Carts and Food Mini-cans shall be maintained by the Contractor in
17 good condition for material storage and handling; contain no jagged edges or holes; contain wheels or
18 rollers for movement (except for Micro-cans); and be equipped with an anti-skid device or sufficient
19 surface area on the bottom of the container to prevent unwanted movement. The Micro-cans, Carts and
20 Food Mini-cans shall contain instructions for proper use, including any Customer actions that would void
21 manufacture warranties (such as placement of hot ashes in the container causing the container to melt),
22 and procedures to follow to minimize potential fire problems.
23

24 Collection crews shall note damaged hinges, holes, poorly functioning wheels, and other similar repair
25 needs for Contractor-provided Micro-cans and Carts (including those for Garbage, Recyclables, and
26 Compostables) and Food Mini-cans, and forward written or electronic repair notices that same day to the
27 Contractor's service personnel. Repairs shall then be made within seven (7) days at the Contractor's
28 expense. Any Micro-can, Cart or Food Mini-can that is damaged or missing on account of an accident,
29 collection truck mechanical error, act of nature or the elements, fire, or theft or vandalism by a third party
30 shall be replaced not later than three (3) business days after notice from the Customer or the City. In the
31 event that a Micro-can, Cart or Food Mini-can is inadvertently lost into a collection vehicle during
32 collection due to mechanical or operator error, Customers shall be notified on the same day via a door
33 knocker tag of the incident and a replacement cart shall be provided within twenty-four hours of the loss.
34 Replacement Micro-cans, Carts and Food Mini-cans may be used and reconditioned, but shall be
35 presentable and cleaned before delivered to the Customer. Unusable Containers shall be cleaned (if
36 necessary) and recycled to the extent possible.
37

38 In the event that a Customer repeatedly damages a Container or requests more than one replacement
39 Container during the term of the Contract due to negligence or intentional misuse, the Contractor shall
40 forward in writing the Customer's name and address to the City. The City shall then attempt to resolve
41 the problem. In the event that the problem continues, the Contractor may charge the Customer a City-
42 approved Container repair or replacement fee and/or discontinue service to that Customer, provided the
43 City provides previous written approval.
44

1 **4.1.14.2 Detachable Containers and Drop-box Containers**

2
3 The Contractor shall furnish and install 1-, 1.5-, 2-, 3-, 4-, 6-, and 8-cubic yard Detachable Containers, and
4 10-, 20-, 30-, and 40-cubic yard un-compacted Drop-box Containers to any Customer who requires their
5 use for storage and collection of Garbage or Recyclables within three (3) days of the Customer’s request.
6 Containers shall be located on the premises in compliance with any related ordinance, and a manner
7 satisfactory to the Customer and for collection by the Contractor.

8
9 The Contractor shall charge rent for temporary and permanent Drop-box Container service in accordance
10 with Attachment B. The Contractor may not charge Customers any additional fees, charges, rates, or any
11 expenses in connection with Drop-box Container service other than the applicable fees listed in
12 Attachment B.

13
14 Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have
15 four (4) wheels for Containers 4-cubic yards and under unless site-specific concerns dictate the use of a
16 non-wheeled Container; be in good condition for Garbage or Recyclables storage and handling; be safe
17 for the intended use; and, have no leaks, jagged edges, or holes. Drop-box Containers shall be all-metal,
18 and if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a winch
19 in good repair.

20
21 Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary), at the Contractor’s
22 expense before being supplied to a Customer who had not used it earlier. The Contractor shall provide a
23 fee-based On-call Container cleaning service to Customers.

24
25 As between the Contractor and the City, all Containers on Customers’ premises are at the Contractor’s
26 risk and not the City’s. The Contractor shall repair or replace within twenty-four (24) hours any Container
27 that was supplied by or taken over by the Contractor and was in use if the City Code Compliance Inspector,
28 King County Health Department inspector, or other agent having safety or health jurisdiction determines
29 that the Container fails to comply with reasonable standards or constitutes a health or safety hazard. The
30 Contractor shall place Detachable Containers in areas mutually agreed upon by the Contractor and
31 Customer with the least slope and best vehicle access possible. For Customers that must stage their
32 Detachable Containers on Public Streets or on significantly sloped hills, the Contractor shall make a good
33 faith effort to work with the Customer to ensure that Detachable Containers are not left unattended in
34 potentially problematic staging areas and are sufficiently restrained such that the Container may not roll
35 and cause harm to persons or property. The Contractor may require a Customer to attend to the
36 Containers immediately prior to and after collection. Any disputes arising between the Contractor and a
37 Customer as to what constitutes a “significantly sloped hill” or a “safety hazard” shall be submitted in
38 writing to the City, and the City’s decision shall be final. Containers shall be replaced after emptying in the
39 same location as found, with the lid closed.

40
41 Customers’ primary container shall be supplied by the Contractor, with the exception of compactors.
42 Customers may elect to own or secure secondary Containers from other sources, and shall not be subject
43 to discrimination by the Contractor in collection services on that account, provided that such Containers
44 (including Carts) are compatible with the Contractor’s collection equipment. However, Containers owned
45 or secured by Customers must be properly labeled with Contractor-provided stickers to be eligible for
46 collection. The Contractor is not required to service Customer Containers that are not compatible with
47 the Contractor’s equipment.

1
2 In the event that a Customer damages a Detachable Container or Drop-box Container due to negligence
3 or intentional misuse, the Contractor may charge the Customer a City-approved Container repair or
4 replacement fee and/or discontinue service to that Customer, provided the City provides previous written
5 approval.

6
7 **4.1.14.3 Ownership**

8
9 To the extent requested by Contractor, the City will assign its ownership rights and interest in the previous
10 contractor’s in-place Container inventory to the Contractor and will cooperate with the Contractor to
11 document such assignment and Contractor’s exercise of such rights. If the Contractor purchases the
12 previous contractor’s Detachable Containers and Drop-box Containers, the Contractor shall be
13 responsible for any sales tax due on that transaction. For the purposes of this Contract, these in-place
14 Containers distributed by the previous contractor shall be maintained to Contract standards, with the
15 exception that Containers placed in service by a prior contractor shall be considered Contract compliant,
16 even if they are a different color than required by the City for new Containers.

17
18 At the end of the Contract term or in the event the Contract is terminated for any reason, all Containers
19 used by the Contractor to provide Contract collection services, shall, at the option of the City, revert to
20 City ownership without further compensation to the Contractor. Temporary Containers, Compactor Drop-
21 boxes leased to Customers outside of this Contract, and Drop-boxes and Detachable Containers held in
22 reserve at the Contractor’s yard and not actively in service at a Customer location are excluded from this
23 provision.

24
25 Upon written notice to the Contractor, the City may elect to assign this potential ownership of said
26 Containers to a third-party. Any remaining warranties associated with the Containers described herein
27 shall be transferred to the City or the City’s assignee.

28
29 The City in advance accepts all such Containers in their “as-is, where-is” condition and without any express
30 or implied warranty by the Contractor of any kind, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF
31 FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY OF MERCHANTABILITY. As between the City
32 and the Contractor, the City assumes all risks of loss or liability on account of the City’s exercising of its
33 rights under this Section 4.1.14.3 or any use made of any such Containers after they become the property
34 of the City or assignee of the City.

35
36 **4.1.14.4 Container Colors and Labeling**

37
38 Contractor-provided Carts and Detachable Containers for Recyclables shall be blue, Compostables Carts
39 shall be green, and Carts and Detachable Containers for Garbage shall be black or grey. Specific Container
40 colors shall be approved in writing by the City prior to the Contractor’s order of new Containers.

41
42 All Containers shall be labeled with instructional information and contact information that include both a
43 customer service phone number and website address. All labels shall be approved by the City prior to
44 ordering by the Contractor. Location of the label on Containers shall be subject to the City’s prior
45 approval. Labels shall be redone when faded, damaged, or upon the City or customer request. Should any
46 changes be made to the Garbage, Recycling, or Compostables collection program, the Contractor at their
47 sole expense shall reproduce and reattach labels on all Containers.

1
2 All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables collection shall
3 have materials preparation instructions and telephone/contact information, including both a customer
4 service phone number and a website address, printed on a sticker, and subject to the prior written
5 approval of the City. All Detachable Containers and Drop-box Containers to be used for Garbage or
6 Recyclables shall have a sticker affixed that states: "Leaky dumpster? Damaged Lid?" and provides a phone
7 number to call for repair or replacement. Information shall be printed in a size that is easily read by the
8 users, on durable UV-resistant label stock squarely affixed to each Container. All labels shall be approved
9 in writing by the City prior to ordering by the Contractor. Location of the label on the Containers shall be
10 subject to the City's prior written approval.

11
12 Containers used for the collection of Recyclables from Multifamily Complex and Commercial Customers
13 shall be relabeled by the Contractor if labels fade or are unreadable, or upon City's request for any
14 individual Container.

15
16 **4.1.14.5 Container Weights**

17
18 The Contractor shall not be required to lift or remove materials from any Container exceeding the safe
19 working capacity of the Container, lifting mechanism or collection vehicle. For Drop-box Containers, the
20 combined weight of the Drop-Box and contents must not cause the collection vehicle to exceed legal road
21 weight limits.

22
23 **4.1.14.6 Container Removal Upon City or Customer Request**

24 The Contractor shall remove all Containers automatically upon service cancellation within seven (7) days
25 of the cancellation or upon three (3) days of specific Customer, property manager, property owner, or the
26 City's request. The contents of removed Containers shall be managed as if they were collected on a regular
27 route (e.g. Recyclables shall be recycled, Compostables shall be delivered for composting). The disposal
28 or recycling of materials accumulating in the Contractor's Container at the former Customer's location
29 after the final Customer-paid collection shall be at the Contractor's, not Customer's cost. Failure to
30 remove Containers within the specified timeline shall be subject to the same performance fees as delayed
31 Container delivery for that Customer sector.

32
33 **4.1.15 Inventory of Vehicles and Facilities**

34
35 The Contractor shall provide to the City, on the Date of Commencement of Service of this Contract, a
36 complete initial inventory of the vehicles and facilities to be used in the performance of this Contract. The
37 inventory shall include each vehicle (including chassis model year, type of body, material collected,
38 capacity, model, and vehicle identification number) and each facility to be used in performance of this
39 Contract (including address and purpose of the facility). The Contractor may change vehicles and facilities
40 from time to time, and shall include the revised inventory in the monthly report provided for in Section
41 4.3.4.1. The Contractor shall maintain vehicles and facilities levels during the performance of this Contract
42 at least equal to those levels described in the initial inventory.

43
44 **4.1.16 Spillage**

45

1 All loads collected by the Contractor shall be completely contained in collection vehicles at all times,
2 except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared
3 frequently to prevent the occurrence of unnecessary blowing, leakage, or spillage.
4

5 Any leakage or spillage of materials upon the road surface or exposed appurtenances that occurs during
6 collection shall be immediately cleaned up or removed by the Contractor at its sole expense. Any spillage
7 or leakage entering the City’s municipal storm system shall be cleaned to the extent possible by Contractor
8 staff. The Contractor shall be responsible for the City’s costs in the event that City staff or contractors are
9 required for spill containment or cleaning due to the Contractor’s action. The Contractor shall document
10 the fluid leakage, including taking pictures before and after clean-up or removal, and shall provide this
11 documentation to the City. Leakage or spillage not immediately cleaned up or removed by the Contractor
12 shall be cause for performance fees, as described in Section 6.1 and may be subject to fines pursuant to
13 LFP MC16.25.080. Should a leakage or spillage occur during collection, the Contractor shall notify the
14 designated City contact (206-368-5440) and, likewise, expressly acknowledges it is solely responsible for
15 any local, state, or federal violations, which may result from said leakage or spillage.
16

17 Any leakage or spillage of materials that occurs during collection that is reported by Customers or the City
18 shall be immediately cleaned up or removed by the Contractor at its sole expense. The Contractor shall
19 document the reported leak or spillage, who reported the incident, and measures made to correct the
20 incident and report this information via e-mail to the Contract administrator within three (3) hours. Failure
21 of the Contractor to comply shall be cause for performance fees, as described in Section 6.1.
22

23 Any Contractor-supplied Container determined by the City to be leaking shall be replaced by the
24 Contractor within twenty-four (24) hours of notification from the City. Failure of the Contractor to comply
25 shall be cause for performance fees, as described in Section 6.1.
26

27 **4.1.17 Pilot Programs**
28

29 The City may wish to test and/or implement one or more new services or developments in waste stream
30 segregation, materials processing, or collection technology at some point during the term of this Contract.
31 The City shall notify the Contractor in writing at least ninety (90) days in advance of its intention to
32 implement a pilot program or of its intentions to utilize a new technology system on a city-wide basis, or
33 as negotiated between the City and Contractor. The costs (or savings) accrued by city-initiated pilot
34 programs shall be negotiated prior to implementation. If the City deems the pilot a success, and desires
35 to incorporate the service or development represented in the pilot program in the terms of this Contract,
36 the City and Contractor each agrees to negotiate in good faith and in accordance with Section 8.14 to
37 include the provisions of the pilot program into this Contract, including any costs or savings to be accrued.
38

39 Contractor-initiated pilot programs shall require prior written notification to and written approval by the
40 City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the
41 Contractor’s Customers; however, savings accrued may be subject to negotiations prior to
42 implementation at the City’s request. Results of any Contractor-initiated pilot program shall be reported
43 to the City in the monthly reports described in Section 4.3.4.1. The Contractor shall not be required to test
44 or implement any pilot program, new technology, service or development unless the terms and conditions
45 thereof (including any savings or additional compensation to Contractor) have been mutually agreed in
46 writing by the City and Contractor.

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4.1.18 Disruption Due to Construction

The City reserves the right to construct any improvement or to permit any such construction in any street or alley in such manner as the City may direct, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection. However, the Contractor and the City shall develop a reasonable workaround to enable the Contractor to continue to collect Garbage, Recyclables, and Compostables to the nearest extent possible as though no interference existed upon the streets or alleys normally traversed. This shall be done at no extra expense to the City or the Contractor's Customers.

4.1.19 Contractor Planning and Performance Under Labor Disruption

No later than ninety (90) days prior to the expiration of any labor agreement associated with services performed under this Contract, the Contractor shall provide the City with its planned response to labor actions that could compromise the Contractor's performance under this Contract. The Contractor-prepared Strike Contingency Plan shall address in detail:

1. The Contractor's specific staffing plan to cover Contract services, including identification of staff resources moved from out-of-area operations and the use of local management staff to provide basic services. The staffing plan shall be sufficient to provide recovery of full operations within one week following the initiation of the disruption.
2. Contingency training plans to ensure that replacement and management staff operating routes are able to continue to collect route data and follow collection and material delivery procedures for all material streams collected from Customers.
3. Identification of temporary Drop-box Containers or staffed packer truck locations for all material streams. For all sites identified in the Contractor-prepared Strike Contingency Plan, the Contractor shall list the property owner/lessee's contact information and the date on which permission for temporary use was received. The City shall review these locations, after which the City shall approve or deny in writing use of specific locations.
4. A recovery plan to address how materials will be collected in the event of a short-notice disruption that does not allow the Contractor to collect all materials on their regular schedule (e.g. a wildcat strike) within one week following the initiation of the disruption.

The Contractor shall keep the City informed of the status of active labor negotiations on a daily basis, specifically during the period surrounding the end of employee contracts with Contractor employees. In the event that labor disruptions of any kind cause reductions in service delivery, the Contractor shall inform the City within three (3) hours by phone and e-mail of the nature and scope of the disruption, as well as the Contractor's immediate plans to activate some or its entire Strike Contingency Plan. At the close of each service day during a Labor Disruption, the Contractor shall report to the City via e-mail the areas (per a detailed map) and customer counts of served and un-served customers by material stream and service sector.

1 The Contractor shall provide make-up collection on Saturday for any Single-family Garbage and
2 Recyclables collection Customers missed during the preceding week.

3
4 In the event that a disruption lasts more than one full Single-family Residential collection cycle, the
5 Contractor with approval of the City shall provide Drop-box Containers or staffed packer trucks for
6 Customer use for each affected material stream in approved locations throughout the affected route
7 areas, as well as the collection of reasonable quantities of accumulated materials at no additional charge
8 on the next regular collection cycle for each material.

9
10 The Contractor shall provide a credit for all service missed equal to the Customers' pro-rata regular rate
11 minus the disposal component on the Customer's next regular invoice.

12
13 The City and Contractor agree that the following special compensation and performance fees reflect the
14 best estimate of the impacts of the Labor Disruption to Customers and the City. The Contractor shall pay
15 the City monthly by the tenth day of the following month:

- 16
- 17 1. A cost reimbursement amount of one thousand dollar (\$1,000.) for each day of Labor Disruption
- 18 to reimburse staffing and other costs for managing the impacts of the Labor Disruption;
- 19 2. A performance fee of two thousand five hundred dollars (\$2,500.) a day for each day of Labor
- 20 Disruption from the 1st day to the 7th day of the Labor Disruption;
- 21 3. A performance fee of five thousand dollars (\$5,000.) a day for each day of Labor Disruption from
- 22 the 8th day to 14th day of the Labor Disruption; and
- 23 4. A performance fee of ten thousand dollars (\$10,000.) a day for each day of Labor Disruption for
- 24 every day beyond the 14th day of Labor Disruption.
- 25

26 The performance fees listed as 2 through 4, above, are intended to apply to any complete work stoppage
27 where alternative but substantially equivalent service by non-striking employees is not provided by the
28 Contractor or otherwise. In the event substantially equivalent service is provided by the Contractor
29 through the employment of non-striking employees at any point during the course of the labor disruption,
30 the Contractor is entitled to reduce the amount of the performance fees that otherwise would be due on
31 a pro-rata basis, based on the percentage of Contract service provided to Customer provided on that day.
32 Given the nature of the failure arising from labor disruptions, the Contractor shall not be allowed any cure
33 period opportunity or rectification process; provided, however, that the City may elect to receive the
34 equivalent value of additional services, as negotiated, in lieu of these specific performance fees.

35
36 The Contractor's failure to comply with the Contractor-prepared Strike Contingency Plan of this section
37 shall be subject to a special fee of two thousand five thousand dollars (\$2,500) per day for its non-
38 compliance during the Labor Disruption event. This special fee is separate compensation to the City for
39 the Contractor's failure to plan and execute the provisions of this section. The special fee shall be paid to
40 the City within thirty (30) days of the Contractor's receipt of the City's invoice.

41
42 Fees paid by the Contractor under the terms of this Section 4.1.19 are not regular performance fees for
43 the purposes of Section 6 and shall not be counted in the cumulative performance fee default threshold
44 referenced in Section 6.2 (6).

45

1 Any Strike Contingency Plan or other information communicated by the Contractor to the City pursuant
2 to this section shall be maintained in confidence by the City to the maximum permissible extent under
3 applicable law.

4
5 **4.1.20 Site Planning and Building Design Review**

6
7 The Contractor shall, upon request and without additional cost, make available site planning assistance to
8 either the City and/or property owners. The site planning assistance shall be available for all new
9 construction or remodeling of buildings and structures within the Service Area, and shall address the
10 design and planning of Garbage, Recyclables and Compostables removal areas and their location upon the
11 site of the proposed construction or remodeling project. Contractor planning assistance for optimizing
12 loading docks and other areas shall also be available for existing building managers when realigning
13 Garbage, Recyclables and Compostables services.

14
15 **4.1.21 Safeguarding Public and Private Facilities**

16
17 The Contractor shall be obligated to protect all public and private improvements, facilities, and utilities
18 whether located on public or private property, including street curbs. If such improvements, facilities,
19 utilities, or curbs are damaged by reason of the Contractor’s operations, the Contractor shall notify the
20 City immediately in writing of all damage, and the Contractor shall repair or replace the same or pay the
21 City for repairs. If the damage creates an immediate public safety issue that requires an immediate
22 response, the Contractor shall, along with notifying the City immediately in writing, call the City to inform
23 them of such matter. If the Contractor fails to do so promptly, as determined by the City, the City shall
24 cause repairs or replacement to be made, and the cost, including overhead and administrative costs, of
25 doing so shall be paid by the Contractor or deducted from amounts owed the Contractor under the
26 Contract. The City shall not be liable for any damage to property or person caused by the actions of the
27 Contractor, and the Contractor shall indemnify and hold the City harmless for any such damage or legal
28 implications from said actions.

29
30 **4.1.22 Transition and Implementation of Contract**

31
32 The Contractor shall develop, with the City’s input and prior written approval, and submit to the City no
33 later than thirty (30) days after the Date of Execution of this Contract, a Transition and Implementation
34 Plan for introducing the new and revised services to the different Customer sectors (i.e., Single-family,
35 Multifamily Complex, and Commercial Customers), and detailing a specific timeline as to when different
36 activities and events will occur, including details of Container delivery, how different events impact other
37 events in the timeline and the process to be used to ensure that implementation occurs with no
38 disruption. The Transition and Implementation Plan shall cover the entire period following the Date of
39 Execution of this Contract, up through and including the six (6) month period following the Date of
40 Commencement of Service. The Contractor shall separately describe in detail what is involved with each
41 of the activities and events listed in the timeline. The Transition and Implementation Plan shall specifically
42 address how the Contractor intends to proceed in the event of inclement weather and what contingency
43 plans will be in place to accelerate implementation if Container delivery or other planned activities are
44 impacted by inclement weather.

45
46 The Contractor shall be responsible for funding all the design, development, printing, sorting, mail prep,
47 delivery, and mailing costs, including the cost of the postage-prepaid mail-back cards and any costs

1 associated with the website ordering services, and of all new and continuing service and educational
2 materials described above and needed to comply with the Transition and Implementation Plan outreach
3 described in this section of the Contract.
4

5 Any additional promotional, educational, informational, and outreach materials provided by the
6 Contractor to Customers in connection with the initial transition and implementation of the Contract shall
7 be designed, developed, printed, and delivered by the Contractor unless otherwise directed by the City,
8 at the Contractor's cost, and subject to the City's prior review and written approval and the City's final
9 approval as to method of delivery. The City will be provided a minimum of two (2) weeks to review any of
10 the materials included in the Contractor's Transition and Implementation Plan schedule to allow sufficient
11 time for the City prior review and written approval.
12

13 **4.1.23 Hiring Preference**
14

15 For initial hiring under this Contract, the Contractor and subcontractors shall give hiring preference to any
16 Garbage, Recyclables, or Compostables (including Yard Debris) collection workers who serviced City
17 routes for the previous hauler at the time that the previous collection contract expired and have been
18 displaced as a result of the City awarding this Contract, provided that such workers are fully qualified and
19 meet the Contractor's standards for employment.
20

21 Upon the hiring of a displaced collection worker represented by Teamsters Local 117 or 174, the
22 Contractor shall be required to keep the displaced worker whole in regard to the workers' pay and benefit
23 accruals earned as of the date of displacement. To the extent application of the Contractor's collective
24 bargaining agreement would otherwise result in a reduction in pay or benefits, the existing pay/benefit
25 accrual will be maintained at the current rate until such time as the applicable bargaining agreement
26 provision(s) provides for an increase. Any displaced worker must be reimbursed by the company for any
27 required COBRA payment made in order to retain health care coverage during the time period between
28 displacement and when the worker would become eligible for such benefits under the Contractor's
29 bargaining agreement.
30

31 **4.1.24 Performance Review**
32

33 The City may, at its option, and upon reasonable notice to the Contractor, conduct a review of the
34 Contractor's performance under this Contract. If conducted, the performance review shall include, but is
35 not limited, to a review of the Contractor's performance relative to requirements and standards
36 established in this Contract, including Customer service standards. The Contractor agrees to fully
37 cooperate with the performance review and work with City staff and consultants to ensure a timely and
38 complete review process.
39

40 The results of the performance review shall be presented to the Contractor within thirty (30) days of
41 completion. Should the City determine that the Contractor fails to meet the Contract performance
42 requirements and standards, the City shall give the Contractor written notice of all deficiencies. The
43 Contractor shall have sixty (60) days from its receipt of notice to correct deficiencies to the City's
44 satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, the City may allow the
45 Contractor additional time to comply, accept other remedies for the service failure or proceed with the
46 contract default process pursuant to Section 6.2 of this Contract, at the City's sole option.
47

1 The costs of the development and implementation of any action plan required under this Section 4.1.24
2 or Section 6.1 for the purpose of addressing failures on the part of the Contractor to perform in
3 accordance with the terms and conditions of this Contract shall be paid for solely by the Contractor, and
4 the costs of developing or implementing such action plan may not be passed on to Customers or the City,
5 or included in rates or fees charged Customers.

6
7 The City may, at its option, and upon reasonable notice to the Contractor, design and implement an
8 alternative annual Contract compliance monitoring program with or without Contractor performance
9 incentives. If such a program is desired by the City, the City and Contractor agree to negotiate in good
10 faith the monitoring methodologies used to ensure accurate and unbiased sampling of performance data.
11 The City shall bear the costs of staff, City-retained consultants and performance incentives (if used) and
12 the Contractor shall bear the costs of staff and route costs to perform the monitoring.

13
14 **4.1.25 Continual Monitoring and Evaluation of Operations**

15
16 The Contractor’s supervisory and management staff shall be available to meet with the City at either the
17 Contractor’s office or Lake Forest Park City Hall, at the City’s option, on a weekly basis during the April
18 through August 2018 period and monthly throughout the term of the Contract to discuss operational and
19 Contract issues.

20
21 The Contractor shall continually monitor and evaluate all operations to ensure that compliance with the
22 provisions of this Contract is maintained.

23
24 The City may periodically monitor collection system parameters such as participation, Container
25 condition, contents weights, and waste composition. The Contractor shall assist and fully cooperate with
26 the City by coordinating the Contractor’s operations with the City’s periodic monitoring to minimize
27 inconvenience to Customers, the City, and the Contractor. The Contractor also shall provide full access to
28 equipment, processing facilities, route and Customer service data, safety records, and other applicable
29 information. The City’s review of Contractor activities and records shall occur during normal office hours
30 and shall be supervised by the Contractor’s staff.

31
32 **4.1.26 Collection/Disposal Restrictions**

33
34 All Garbage collected under this Contract, as well as residues from processing Recyclables and
35 Compostables (to the extent required for the City to comply with its Solid Waste Interlocal Agreement
36 with King County), shall be delivered to the King County Disposal System, unless otherwise directed in
37 writing by the City.

38
39 Garbage containing obvious amounts of Yard Debris shall not knowingly be collected from Customers and
40 instead prominently tagged with a written notice informing the Customer that King County does not
41 accept Yard Debris mixed with Garbage for collection. Contractor’s awareness, knowing, or intentional
42 collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees as provided in
43 Section 6.1. The City shall not be liable or legally responsible in any way for the Contractor’s awareness,
44 knowing, or intentional collection of Garbage mixed with visible Yard Debris. The Contractor shall
45 indemnify and hold the City harmless for any such damage or legal implications resulting from said
46 collection.

47

1 The Contractor shall not knowingly or as a result of gross negligence collect or dispose of Unacceptable
2 Waste or other hazardous materials that are either restricted from disposal or would pose a danger to
3 collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice with
4 the rejected materials listing why they were not collected and providing the Customer with a contact for
5 further information about proper disposal options for such materials.

6
7 Title to and liability for any Unacceptable Wastes that are included with any materials collected under this
8 Contract by Contractor despite The City's and Contractor's attempts to prevent the inclusion of such
9 materials shall not pass to Contractor, but shall remain with the party from whom such Unacceptable
10 Waste or any such other materials or substances is received.

11
12 In event that a Customer places Unacceptable Waste in a Container and the Contractor collects those
13 materials inadvertently and incurs extraordinary expenses dealing with those materials, the Contractor
14 may charge the Customer the actual costs of managing those materials, as approved by the City. Actual
15 costs shall include additional transportation, handling and disposal costs incurred by the Contractor for
16 handling only those specific materials traceable to that Customer.

17
18 In the event that the City wishes to conduct a waste composition analysis, the Contractor, upon
19 reasonable notice from the City, shall deliver collected Garbage from one or more routes to the designated
20 sorting site and shall coordinate with the City to ensure successful sampling. In the event that the sorted
21 Garbage requires delivery to a County authorized disposal site, the City shall pay the Contractor for that
22 delivery based on the Contractor's standard Container rental and hauling rates.

23
24 Garbage collected by the Contractor may be processed by the Contractor to recover recyclable material;
25 provided, however, that the residual is appropriately disposed of within the King County Disposal System;
26 provided, further, that such recyclable material processing is undertaken with the prior written approval
27 of King County and the City and in accordance with the Amended and Restated Solid Waste Interlocal
28 Agreement between King County and the City of Lake Forest Park; and provided, further, that the
29 Contractor in all such instances shall charge Customers no more than the equivalent Garbage disposal fee
30 at within the King County Disposal System or such other disposal fee as the City reasonably directs the
31 Contractor to charge. In addition, hauling fees charged by the Contractor in such instances shall be no
32 higher than those provided for in Attachment B.

33
34 **4.1.27 Emergency Response**

35
36 The Contractor shall provide the City with the use of the Contractor's labor and equipment for assistance
37 in the event of a disaster or emergency declaration. Contractor services shall be provided immediately
38 upon city directions and paid at the Contract rates in Attachment B.

39
40 The Contractor shall keep full and complete records and documentation of all costs incurred in connection
41 with disaster or emergency response, and include such information in the monthly and annual reports
42 required under Section 4.3.4. The Contractor shall maintain such records and documentation in
43 accordance with the City's prior written approval and any standards established by the Federal Emergency
44 Management Agency, and at the City's request, shall assist the City in developing any reports or
45 applications necessary to seek federal assistance during or after a federally-declared disaster.

46

1 **4.2 Collection Services**

3 **4.2.1 Single-Family Residence Garbage Collection**

5 **4.2.1.1 Subject Materials**

7 The Contractor shall collect all Garbage placed at Curbside for disposal by Single-Family Residence
8 Customers in, and adjacent to Garbage Cans, bags, and Garbage Carts.

10 **4.2.1.2 Containers**

12 The Contractor shall provide collection Containers to Customers at no charge. Micro-cans and Garbage
13 Carts shall be delivered by the Contractor to Single-Family Residence Customers within seven (7) days of
14 the Customer’s initial request. Each Customer’s initial Container must be Contractor-provided Micro-can
15 or Garbage Cart, provided that Garbage in excess of the Customer’s initial Container may be bundled or
16 placed in a Customer-owned Garbage Can or plastic bag.

18 **4.2.1.3 Specific Collection Requirements**

20 The Contractor shall offer regular weekly collection of the following service levels:

- 22 1. One 10-gallon Micro-can;
- 23 2. One 20-gallon Garbage Cart;
- 24 3. One 35-gallon Garbage Cart;
- 25 4. One 45-gallon Garbage Cart;
- 26 5. One 64-gallon Garbage Cart; and
- 27 6. One 96-gallon Garbage Cart.

29 The Contract shall also offer a “super recycler” service of once per month collection of non-putrescible
30 waste in a 35-gallon Cart.

32 The Contractor shall change from weekly to every-other-week collection of Single-Family Garbage upon
33 at least 180 days prior written notice from the City. In the event that the City elects to reduce collection
34 frequency, the Contractor’s rates for Single-Family Garbage collection shall be reduced by \$3.59 per
35 household per month for all Single-Family Garbage service levels, as annually adjusted by the provisions
36 of Section 5.2, starting the first month of the changed service. In the event that every-other-week
37 collection does not work as intended, the City may change service back to weekly, and the parties shall
38 negotiate in good faith to develop mutually acceptable terms regarding the timing and cost of a return to
39 weekly service.

41 Carry-out charges shall be assessed only to those Customers who choose to have the Contractor move
42 Containers to reach the collection vehicle at its nearest point of access. Garbage in excess of Container
43 capacity or the subscribed service level shall be collected and properly charged as Extra Units to the
44 Customer; with the exception of excess Garbage collection otherwise authorized under this Contract at
45 no charge to the Customer. The Contractor shall maintain route lists in sufficient detail to allow accurate
46 recording and charging of all Extra Units. Customers shall be allowed to specify that no Extra Units be

1 collected without prior Customer notification, which shall be provided by the Single-Family Residence
2 Customer no less than twenty-four (24) hours prior to that Customer’s regular collection.

3
4 Collections shall be made from Single-Family Residences on a regular schedule on the same day and as
5 close to a consistent time as possible. The Contractor’s crews shall make collections in an orderly and
6 quiet manner, and shall return all Containers, in an upright position, with lids closed and attached, to their
7 original set out location. The Contractor may tag inappropriately placed Containers not placed out in
8 accordance with Lake Forest Park Municipal Code.

9
10 Extra charges may be assessed for materials loaded so as to lift the Garbage Can, or Garbage Cart lid in
11 excess of six (6) inches from the normally closed position. The Contractor may charge for an overweight
12 Container at the Extra Unit rate, provided that the Container weight is documented in writing, and the
13 Customer agrees to pay for special handling. Otherwise, an overweight Container shall be left at the Curb
14 and tagged with written notification as to why it was not collected. Customers may specify to the
15 Contractor that they may not be charged for overweight or extra Containers, in which case any such
16 Containers shall be left at the Curb uncollected and tagged with written notification as to why it was not
17 collected.

18
19 **4.2.2 Single-Family Residence Recyclables Collection**

20
21 **4.2.2.1 Recyclable Materials**

22
23 Residential Recyclables shall be collected from all participating Single-Family Residences Customers as
24 part of basic Garbage collection services, without extra charge. If operational or recycling processing
25 improvements are made that allow additional materials to be recycled at no additional cost to the
26 Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such
27 materials, subject to prior written approval by the City. The Contractor shall collect Curbside prepared
28 and either called-in or set-out Recyclables as described in Attachment C. With the exception of Corrugated
29 Cardboard, the maximum dimensions for Recycling materials shall be two (2) feet by two (2) feet.

30
31 The City reserves the right to engage in product stewardship and/or waste prevention activities that may
32 result in one or more materials being removed from the Attachment C list.

33
34 **4.2.2.2 Containers**

35
36 The Contractor shall provide collection Containers to Customers at no charge. The default Recycling Cart
37 size shall be 96-gallons, provided that the Contractor shall offer and provide 35- or 64-gallon Recycling
38 Carts on request to those Single-Family Residence Customers requiring less capacity than provided by the
39 standard 96-gallon Recycling Cart.

40
41 Recycling Carts shall be delivered by the Contractor to new Single-Family Residence Customers, those
42 Customers requesting replacements, or Customers that had previously rejected their Recycling Cart,
43 within seven (7) days of the Customer’s initial request.

44

1 **4.2.2.3 Specific Collection Requirements**

2
3 Single-Family Residence Recyclables collection shall occur every-other-weekly on the same day as each
4 household’s Garbage and Compostables collection. Collections shall be made from Residences on a
5 regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect
6 on Public Streets and Private Roads in the same location as Garbage collection service is provided. The
7 Contractor’s crews shall make collections in an orderly, non-disruptive and quiet manner, and shall return
8 Containers with their lids closed and attached to their set out location, and out of any Public Street, in an
9 orderly manner.

10
11 The defined list of Residential Recyclables in Attachment C shall be collected from all participating Single-
12 Family Residences as part of basic Garbage collection services, without extra charge. The Contractor shall
13 collect all Residential Recyclables from Single-Family Residences that are placed in Contractor owned Carts
14 or are boxed or placed in a paper bag next to the Customers’ Recycling Cart. Recyclables must be prepared
15 as described in Attachment C and uncontaminated with food or other residues. No limits shall be placed
16 on set-out volumes for Curbside Recyclables, other than those specifically listed in Attachment C.

17
18 **4.2.3 Single-Family Residence Compostables Collection**

19
20 **4.2.3.1 Subject Materials**

21
22 Properly-prepared Compostables shall be collected from all participating Single-Family Residence
23 Customers as part of basic Garbage collection services, without extra charge.

24
25 **4.2.3.2 Containers**

26
27 The Contractor shall provide one Compostables Cart to each Single-Family Customer at no charge and
28 shall provide additional Compostable Carts at the rental fee provided in Attachment B. The default
29 Compostables Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 35- or 64-
30 gallon Compostables Carts on request to those Single-Family Residence Customers requiring less capacity
31 than provided by the default Compostables Cart. The Contractor shall also provide a smaller capacity Food
32 Mini-can for Customers wishing to use a Container only for Food Scraps. The model Food Mini-can used
33 by the Contractor shall be approved in writing by the City prior to the Contractor purchasing inventory.

34
35 Excess Yard Debris material that does not fit in a Compostables Cart shall be bundled or placed in Kraft
36 paper bags or properly labeled Customer-owned Garbage Cans. Customers choosing to use their own
37 Garbage Can for excess Yard Debris shall be provided durable stickers by the Contractor that clearly
38 identify the container’s contents as “Yard Debris.”

39
40 Compostables Carts shall be delivered by the Contractor to new Single-Family Residence Customers,
41 Customers requesting a replacement Compostables Cart, and Customers that had previously rejected
42 their Compostables Cart within seven (7) days of the Customer’s initial request.

43
44 The Contractor shall provide and distribute to all requesting Single-Family Residence Customers a kitchen
45 Food Scrap collection container, previously approved by the City in writing, with a capacity of
46 approximately 9.6 quarts. The Contractor shall include instructional materials, subject to the City’s prior

1 written approval, with all kitchen Food Scrap collection containers. Distributed Food Scrap collection
2 containers shall include at least two biodegradable liner samples, provided at the Contractor's cost.

3
4 The Contractor shall provide an on-call fee-based Compostables Container cleaning service to Customers
5 at the rate provided in Attachment B.

6
7 **4.2.3.3 Specific Collection Requirements**

8
9 Properly prepared Compostables shall be collected weekly on the same day as each household's Garbage
10 and Recyclables collection from all Single-Family Residence Customers. Collections shall be made from
11 Single-Family Residence Customers on a regular schedule on the same day and as close to a consistent
12 time as possible. Compostables in excess of 192 gallons may be charged as Compostables Extra Units in
13 32 gallon increments in accordance with Attachment B, provided that for two collection cycles
14 immediately following a City-designated storm event, up to 96 additional gallons of storm debris shall be
15 accepted with regular quantities of Compostables without extra charge. The City shall designate no more
16 than three storm events each calendar year.

17
18 The Contractor shall provide annual Christmas tree collection during the first two weeks of each year at
19 no additional charge for both Single-family and Multifamily Customers, including those Multifamily
20 Customers that do not subscribe to Compostables collection. Clean uncontaminated (e.g. no tinsel,
21 unflocked) trees up shall be collected without further preparation. Customers shall be required to cut the
22 trees into sections no longer than four feet and place trees in Compostable Carts wherever possible. Trees
23 collected under this program shall not be considered Yard Debris Extra Units subject to additional fees.

24
25 Compostables may be placed in Carts, paper bags, bundles, or relabeled Garbage Cans next to the initial
26 Compostables Cart, provided that Food Scraps shall be contained in the initial Cart and only Yard Debris
27 shall be placed in bags, bundles, or open cans.

28
29 The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection
30 is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return
31 Containers in an upright position, with lids attached, to their set out location and out of the public street

32
33 **4.2.4 Multifamily Complex and Commercial Customer Garbage Collection**

34
35 **4.2.4.1 Subject Materials**

36
37 The Contractor shall collect all Garbage set out for disposal by Multifamily Complex and Commercial
38 Customers in or next to Containers.

39
40 **4.2.4.2 Containers**

41
42 Multifamily Complex and Commercial Customers shall be offered a full range of Container and service
43 options, including Garbage Carts and one (1) through eight (8) cubic yard compacted and non-compacted
44 Detachable Containers. Containers shall be provided to Customers at no charge, except for compacting
45 Containers or unless otherwise set forth in this Contract and directed by the City.

46

1 Materials in excess of Container capacity or the subscribed service level shall be collected and properly
2 charged as Extra Units as directed by the City. The Contractor shall develop and maintain route lists in
3 sufficient detail to allow accurate recording and charging of all Extra Units.
4

5 The Contractor may use either or both front-load or rear-load Detachable Containers to service
6 Multifamily Complex and Commercial Customers. However, not all collection sites within the City Service
7 Area may be appropriate for front-load collection due to limited maneuverability or overhead
8 obstructions. The Contractor shall provide Containers and collection services capable of servicing all
9 Customer sites, whether or not front-load collection is feasible.
10

11 Containers shall be delivered by the Contractor to requesting Multifamily Complex and Commercial
12 Customers within three (3) days of the Customer’s initial request.
13

14 **4.2.4.3 Specific Collection Requirements**

15
16 Collections from both Multifamily Complex and Commercial Customers shall be made on a regular
17 schedule on the same day and as close to a consistent time as possible to minimize Customer confusion.
18

19 The Contractor shall provide locks for Containers upon request and remove and replace Containers from
20 enclosures and position (roll-out) Containers up to twenty-five (25) feet for Garbage (and Recycling and
21 Compostable) collection at no additional charge. Additional roll-out charges may be assessed in twenty-
22 five (25) foot increments only to those Multifamily Complex and Commercial Customers for whom the
23 Contractor must move a Container over twenty-five (25) feet to reach the collection vehicle at its nearest
24 point of access. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess
25 of six (6) inches from the normally closed position. The Contractor shall not charge fees for either opening
26 gates or unlocking containers. Customers with hard-to-access Containers requiring the Contractor to wait
27 for Customer Container relocation or requiring Contractor’s use of specialized equipment for Container
28 relocation may charge those Customers additional access fees and/or hourly fees consistent with
29 Attachment B.
30

31 Multifamily Complex and Commercial Garbage may request extra collections and shall pay a proportional
32 amount of their regular monthly rate for that service as established by the City.
33

34 **4.2.5 Multifamily Complex and Commercial Recyclables Collection**

35
36 **4.2.5.1 Subject Materials**

37
38 All properly prepared Recyclables listed in Attachment C for Multifamily and Commercial Customers, shall
39 be collected as part of the basic Garbage collection services, without extra charge and without limit. The
40 City reserves the right to engage in product stewardship and/or waste prevention activities that may result
41 in one or more materials being removed from the Recyclables listed in Attachment C.
42

43 **4.2.5.2 Containers**

44
45 The Contractor shall provide Recycling Containers at no additional charge to all Multifamily Complex and
46 Commercial Customers requesting Containers.
47

1 The Contractor shall encourage and promote recycling and recommend appropriate Container sizes
2 through its site visit and evaluation process. The Contractor shall encourage the use of Detachable
3 Containers or Drop-box Containers instead of multiple Carts at locations where more than one cubic yard
4 of Recycling capacity is provided, unless space or other constraints favor the use of Carts. Containers used
5 for the collection of Recyclables shall be delivered by the Contractor to requesting Customers within three
6 (3) days of the Customer’s initial request. The Contractor may decline to collect Recyclables if the
7 Container in which they are placed by the Customer contains Excluded Materials or other materials that
8 do not conform to the definition of Recyclables or that do not meet specifications.

9
10 **4.2.5.3 Specific Collection Requirements**

11
12 Multifamily Complex and Commercial recycling collection shall occur at least weekly or more frequently
13 if space constraints preclude providing sufficient weekly capacity. Collections shall be made on a regular
14 schedule on the same day(s) of the week and as close to a consistent time as possible to minimize
15 Customer and tenant confusion. The Contractor’s crews shall make collections in an orderly, non-
16 disruptive, and quiet manner, and shall return Containers after emptying to the same location as found,
17 with their lids closed.

18
19 **4.2.6 Multifamily Complex and Commercial Customer Compostables Collection**

20
21 The Contractor shall provide Cart-based Compostables collection services on the City’s approval to
22 requesting Multifamily Complexes and Commercial Customers.

23
24 **4.2.6.1 Subject Materials**

25
26 The Contractor shall provide collection of Compostables from any requesting Multifamily Complex or
27 Commercial Customer, subject to that Customer’s continued compliance with material preparation
28 requirements. Contaminated or oversized Compostables materials rejected by the Contractor shall be
29 tagged in writing in a prominent location with an appropriate problem notice explaining why the material
30 was rejected.

31
32 **4.2.6.2 Containers**

33
34 Carts or Food Mini-Cans shall be provided to Customers as part of the service at no additional charge.
35 Compostables Containers shall be delivered by the Contractor to Multifamily Complex and Commercial
36 Customers within three (3) days of a Customer’s initial request.

37
38 The Contractor shall offer regular weekly or twice-weekly collection of the following service levels, at the
39 rates set forth in Attachment B:

- 40
41 1. One 35-gallon cart (weekly)
42 2. One 64-gallon cart (weekly or semi-weekly)
43 3. One 96-gallon cart (weekly or semi-weekly)
44

1 **4.2.6.3 Specific Collection Requirements**

2
3 Multifamily Complex and Commercial Customer Compostables collection shall occur weekly or twice-
4 weekly, as subscribed for and requested by the Customer. Collections shall be made on a regular schedule
5 on the same day(s) of the week and as close to a consistent time as possible to minimize Customer
6 confusion. The Contractor’s crews shall make collections in an orderly and quiet manner, and shall return
7 Containers after emptying to the same location as found, with their lids closed.

8
9 **4.2.7 Drop-Box Container Garbage Collection**

10
11 **4.2.7.1 Subject Materials**

12
13 The Contractor shall provide Drop-Box Container Garbage collection services to Customers, in accordance
14 with the service level selected by the Customer.

15
16 **4.2.7.2 Containers**

17
18 The Contractor shall pay the cost of procuring and providing Containers for Garbage meeting the
19 standards described in Section 4.1.15. Both Customer-owned and Contractor-owned Drop-box Containers
20 shall be serviced, including Customer-owned compactors.

21
22 The Contractor shall maintain a sufficient Drop-box Container inventory to provide delivery of empty
23 containers by the Contractor to new and temporary Customers within three (3) business days after the
24 Customer’s initial request.

25
26 **4.2.7.3 Specific Collection Requirements**

27
28 The Contractor shall provide dispatch service and equipment capability of collecting full Drop-box
29 Containers on the same business day if the Customer’s initial request is received by the call center before
30 or at 10:00 a.m., and no later than the next business day if the Customer’s initial call is received by the call
31 center after 10:00 a.m. At the Customer’s request, the Contractor shall deliver an empty Drop-box
32 Container to the Customer at the time of collecting the full Drop-box Container. Drop-box Containers shall
33 be delivered to new Customers within one business day of their initial request.

34
35 The Contractor shall detach, remove and replace Drop-Box Containers from locked or unlocked enclosures
36 at no additional charge. The Contractor may charge additional time and/or mileage only if (1) the
37 Customer requests that Contractor deliver material to a facility other than the closest King County disposal
38 facility, (2) the facility is one to which the Contractor is allowed to deliver the material under this Contract,
39 and (3) Contractor delivers the material to such facility after advising the Customer in writing (e-mail is
40 acceptable) as to the basis of the additional time and/or mileage charges to be payable by the Customer
41 on account of such delivery(ies).

42
43 **4.2.8 Temporary (Non-Event) Container Customers**

44
45 The Contractor shall maintain a sufficient Container inventory, including Detachable Container and Drop-
46 box Containers, to provide delivery of empty Containers by the Contractor to temporary Customers within
47 twenty-four (24) hours after the Customer’s initial request. The charges for temporary Detachable

1 Container service as listed in Attachment B shall include delivery, collection, distance, and disposal or
2 processing for Recyclables or Compostables. No additional fees other than those included in Attachment
3 B may be charged. Temporary Garbage services do not include embedded Recycling or Compostables
4 collection and shall not exceed ninety (90) days in duration. Customers requiring service for more than
5 ninety (90) days shall subscribe for regular combined Garbage, Recycling, and Compostables service.
6

7 **4.2.9 Special Event Services**

8
9 The Contractor shall provide temporary Garbage, Recyclables, and Compostables Containers to Customers
10 sponsoring special events within the Service Area at the rates listed in Attachment B. The Contractor shall
11 provide such Customers with assistance in determining Container needs and signage for Garbage,
12 Recyclables, and Compostables at the special events, including site visits and technical assistance to
13 ensure that the maximum Recyclables and Compostables diversion is achieved. The Contractor shall
14 coordinate their efforts with the City, and provide such Customers and the City with a summary of the
15 volumes and tonnages of materials disposed of, and diverted for recycling and composting.
16

17 The Contractor shall provide special event services as a bundle, with each event provided collection of
18 Recyclables and Compostables at no additional charge as part of the event Garbage collection service. The
19 provision of Garbage-only service shall only be provided on a case-by-case basis upon prior written
20 approval of the City.
21

22 **4.2.10 City Services**

23
24 The Contractor shall provide weekly Garbage, Recyclables and Compostables collection to all the City -
25 owned municipal facilities and parks as a part of this Agreement and at no additional charge. The service
26 levels for each City facility listed may be changed at the City's discretion at no additional cost to the City.
27 As of the date herein, these facilities consist of the following:
28
29
30
31

Facility	Service Address
City Hall	17425 Ballinger Way NE
Public Works Facility	19201 Ballinger Way NE
Lyon Creek Nature Preserve	17337 Beach Drive
Grace Cole Nature Park	
Pfingst Animal Acres	178 th NE and Brookside Blvd
Horizon View Park	47 th Avenue NE
Blue Heron	Hamlin Road
Eagle Scout Park	NE 180 th St & NE 178 th St.
Whispering Willow Park	17038 – 44 th Ave NE

Any New Park Facility	
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1
2 At any time during the Term of this Contract, the City may add up to two City facilities and up to two
3 additional City parks in addition to those listed above.
4

5 In cases in which Garbage, Recyclables or Compostables are generated through the performance by third
6 parties of services for the City outside of the normal operation of a municipal facility, Contractor may
7 charge for the collection of such materials in accordance with charges listed in Attachment B. For
8 example, the City could be required by the Contractor to pay for the disposal of debris generated by the
9 replacement of the roof of a City facility. Regular Garbage, Recyclables and Compostables generated on
10 an ongoing basis at all City facilities in the ordinary course of their operations, however, whether
11 generated by staff or third parties (e.g. janitorial contractor) will be collected by the Contractor without
12 charge to the City. Tenants or other occupants of a municipal facility, other than those who operate the
13 facility as a City contractor of municipal services may be charged by Contractor in accordance with this
14 Contract for the collection from them of associated Garbage, Recyclables and Compostables.
15

16 **4.2.11 Community Events**

17
18 The Contractor shall provide Garbage, Recyclables and Compostables services for up to three City-
19 sponsored special events at no charge to the City or users. Container capacity shall be coordinated with
20 event staff to ensure that sufficient Container capacity and collection frequency is provided by the
21 Contractor.
22

23 Additional event services for public (above the three provided at no cost each year) or all events
24 conducted by private Customers shall be charged at the rate listed in Attachment B. Rates are all-inclusive
25 for delivery, setup and collection of containers.
26

27 **4.2.12 On-call Bulky Waste Collection**

28
29 The Contractor shall provide on-call Bulky Waste collection to any Customer, including Multifamily and
30 Commercial Customers.
31

32 On-call collection of Bulky Waste shall be provided by the Contractor to Customers by appointment for
33 no more than the charge set forth in Attachment B to this Contract, with collection occurring no later than
34 five (5) business days after a Customer initial request.
35

36 Customers must place Bulky Waste at the regular Garbage collection location no more than 24-hours prior
37 to collection. The Contractor shall notify the Customer of the specific date that their item will be collected,
38 the charge that will be made to their next bill, and where the item should be placed for collection.
39

40 The Contractor shall recycle all metal white goods, unless another arrangement is approved in writing by
41 the City, and to make a reasonable effort to recycle all other materials collected. The Contractor shall
42 direct Customers to remove doors from refrigerators and freezers before collection and not to place Bulky
43 Waste at the Curb prior to twenty-four (24) hours before scheduled collection.
44

45 The Contractor shall maintain a separate log listing service date, materials collected, Customer charges,
46 weights, and whether the item was recycled or disposed. This log shall be provided to the City on a

1 monthly basis in accordance with Section 4.3.4. On-call Bulky Waste collection must occur during the
2 hours and days specified in Section 4.1.3, with the exception that Saturday collection is permissible if it is
3 more convenient for Customers. The Contractor’s crews shall make collections in an orderly, non-
4 disruptive and quiet manner.

5

6 **4.2.13 Excluded Services**

7

8 This Contract does not include the collection or disposal of Unacceptable Waste.

9

10 **4.3 COLLECTION SUPPORT AND MANAGEMENT**

11

12 **4.3.1 General Customer Service**

13

14 The Contractor shall be responsible for providing all Customer service functions, including, but not limited
15 to:

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- Answering Customer telephone calls and e-mail requests;
- Requesting at start of service Customer’s preference for notification of service changes via rob-calls, texts or emails;
- Informing Customers of current, new, and optional services and charges;
- Handling Customer subscriptions and cancellations;
- Receiving and resolving Customer complaints;
- Dispatching Drop-box Containers, temporary containers, and special collections;
- Billing; and,
- Maintaining and updating regularly as necessary a user-friendly internet website.
- Maintaining and updating regularly as necessary a user-friendly mobile application.

These functions shall be provided at the Contractor’s sole cost, with such costs included in Contractor charges set forth in Attachment B.

30 **4.3.2 Specific Customer Service Requirements**

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The Contractor shall maintain a service base for storing and/or maintaining collection vehicles within twenty-five (25) miles of the City’s corporate limits. Operations and management staff shall be located at that site, provided that call center operations may be remotely provided. The Contractor’s call center shall be open at a minimum from 7:00 a.m. to 7:00 p.m. weekdays, and 8:00 a.m. to noon Saturdays. The holiday collection schedule described in Section 4.1.6 shall also apply to Customer service coverage. Customer service representatives shall be available through the Contractor’s call center during office hours for communication with the public and City representatives. Customer calls shall be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, the Contractor shall have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call during outside normal office hours in case of an emergency.

The Contractor shall maintain a twenty-four (24) emergency telephone number for use by the City. The Contractor shall have a representative, or an answering service to contact such representative, available at such emergency telephone number for city-use during all hours, including normal office hours. Inability

1 to reach the Contractor’s staff via the emergency telephone numbers shall be cause for performance fees
2 in accordance with Section 6.1.2

3
4 **4.3.2.1 Customer Service Representative Staffing**
5

6 During office hours, the Contractor shall maintain sufficient call center staff to answer and handle
7 complaints and service requests from all Customers without delay. If incoming telephone calls necessitate,
8 the Contractor shall increase staffing levels as necessary to meet Customer service demands. The
9 Contractor shall provide and publicize a telephone number capable of handling service related text
10 messages.

11
12 The Contractor shall maintain sufficient staffing to answer and handle complaints and service requests in
13 a timely manner made by methods other than telephone, including letters, e-mails, mobile messages or
14 webpage messages. If staffing is deemed to be insufficient by the City to handle Customer complaints and
15 service requests in a timely manner, the Contractor shall increase staffing levels to meet performance
16 criteria.

17
18 The Contractor shall provide additional staffing during the transition and implementation period, and
19 especially from six (6) weeks prior to the Date of Commencement of Service, through the end of the fourth
20 month after the Date of Commencement of Service, to ensure that sufficient staffing is available to
21 minimize Customer waits and inconvenience. The Contractor shall receive no additional compensation for
22 increased staffing levels during the transition and implementation period. Staffing levels during the
23 transition and implementation period shall be subject to the City’s prior review and approval.

24
25 **4.3.2.2 City Customer Service**
26

27 The Contractor shall maintain staff that has management level authority to provide a point of contact for
28 the majority of inquiries, requests, and coordination covering the full range of Contractor activities related
29 to this Contract. Duties include, but are not limited to:

- 30
31 • Assisting staff with promotion and outreach to Single-Family Residences, Multifamily Complexes,
32 Commercial Customers, and special events;
33 • Serving as an ombudsperson, providing quick resolution of Customer issues, complaints, and
34 inquiries; and,
35 • Assisting the City with program development and design, research, response to inquiries, and
36 troubleshooting issues.

37
38 A Contractor-designated service expert shall be immediately accessible by staff to address emerging
39 problems as needed, and shall return messages (telephone, text or e-mail) within four (4) hours of the
40 City’s leaving or sending a message.

41
42 Should the Contract fail to meet the City expectations for customer service as described herein, the
43 Contractor shall be assessed performance fees in accordance with Section 6.1.

44
45 **4.3.2.3 Service Recipient Complaints and Requests**

1
 2 The Contractor shall record all complaints and service requests, regardless of how received, including
 3 date, time, Customer's name and address, if the Customer is willing to give this information, method of
 4 transmittal, and nature, date and manner of resolution of the complaint or service request in a
 5 computerized daily log. Any telephone calls received through the Contractor's non-office hours voice mail
 6 or answering service shall be recorded in the log the no later than by the following business day. The
 7 Contractor shall make a conscientious effort to respond directly to the Customer and resolve all
 8 complaints within twenty-four (24) hours of the original phone call, letter, or internet communication,
 9 and service requests within the times established throughout this Contract for various service requests. If
 10 a longer response time is necessary for complaints or requests, the reason for the delay shall be noted in
 11 the log, along with a description of the Contractor's efforts to resolve the complaint or request.

12
 13 The Customer service log shall be available for inspection by the City, or its designated representatives,
 14 during the Contractor's office hours, and shall be in a format approved by the City. The Contractor shall
 15 provide a copy of this log in an electronic format from the Microsoft Office suite of software to the City
 16 with the monthly report.

17
 18 **4.3.2.4 Handling of Customer Calls**

19
 20 All incoming telephone calls shall be answered promptly and courteously, with an average speed of
 21 answer of less than thirty (30) seconds. No telephone calls shall be placed on hold for more than two (2)
 22 minutes per occurrence, and on a monthly basis, no more than 10% of incoming telephone calls shall be
 23 place on hold for more than twenty (20) seconds. A Customer shall be able to talk directly with a Customer
 24 service representative when calling the Contractor's Customer service telephone number during office
 25 hours without navigating an automated phone answering system. An automated voice mail service or
 26 phone answering system may be used when the office is closed.

27
 28 A Customer calling into the Customer service phone lines and placed on hold shall hear either the City -
 29 specific messages or messages that are applicable and not misleading to Customers.

30
 31 **4.3.2.5 Corrective Measures**

32
 33 Upon the receipt of Customer complaints in regard to busy signals or excessive delays in answering the
 34 telephone, the City may request the Contractor submit a plan to the City for correcting the problem. Once
 35 the City has approved the plan, the Contractor shall have sixty (60) days to implement the corrective
 36 measures, except during the transition and implementation period from one (1) month prior to the Date
 37 of Commencement of Service, through the end of the fourth month after the Date of Commencement of
 38 Service, during which the Contractor shall have one (1) week to implement corrective measures.
 39 Reasonable corrective measures shall be implemented without additional compensation to the
 40 Contractor. Failure to provide corrective measures shall result in possible performance fees for the
 41 Contractor.

42
 43 **4.3.2.6 Contractor Internet Website**

44
 45 The Contractor shall provide a user-friendly Internet website accessible twenty-four (24) hours a day,
 46 seven (7) days a week, containing information specific to the City's collection programs, including at a
 47 minimum contact information, collection schedules, day of collection map that is dated as of the last

1 change and always current, material preparation requirements, available services and options, rates and
2 fees, inclement weather service changes, and other relevant service information for its Customers. The
3 website shall include an e-mail function for Customer communication with the Contractor, and the ability
4 for Customers to submit service requests and manage their services on-line. E-mailed Customer service
5 requests shall be answered within twenty-four (24) hours of receipt.
6

7 The website design shall be usability tested and then submitted to the City for approval a minimum of
8 three (3) months prior to the Date of Commencement of Service of this Contract, and then changes shall
9 be subject to the City's prior approval throughout the term of this Contract. The Contractor shall provide
10 among its local staff a knowledgeable and proficient website manager that is responsive to the City's
11 request(s) for changes to the Contractor's website. Changes requested by the City consisting of textual
12 messages only shall be uploaded to the website within seventy-two (72) hours of the time of the
13 request(s). Changes requested by the City, of a textual nature, that are related to an emergency or time-
14 sensitive situation (such as an inclement weather event, windstorm, or event preventing access to a
15 Customer's regular place of container set-out) shall be uploaded to the website as soon as possible and
16 not more than six (6) hours from of the time of request. Changes requested by the City that include a
17 graphical component must be uploaded to the website within ten (10) days of the time of the request.
18

19 The Contractor shall update the website monthly, and more often if necessary, and provide links to the
20 City's website, checking on a regular basis that all links are current. The website shall include recycling
21 information translated into a minimum of four (4) languages other than English, to be identified by the
22 City. Upon the City's request, the Contractor shall provide a website utilization report indicating the usage
23 of various website pages and e-mail option.
24

25 **4.3.2.7 Full Knowledge of Garbage, Recyclables, and Compostables Programs Required**

26
27 The Contractor's Customer service representatives shall be fully knowledgeable of all collection services
28 available to Customers, including the various services available to Single-Family Residence, Multifamily
29 Complex and Commercial Customers. For new Customers, Customer service representatives shall explain
30 all Garbage, Recyclables, and Compostables collection options available depending on the sector the
31 Customer is calling from. For existing Customers, the representatives shall explain new services and
32 options, and resolve recycling issues, collection concerns, missed pickups, container deliveries, and other
33 Customer concerns. Customer service representatives shall be trained to inform Customers of Recyclables
34 and Compostables preparation specifications. City policy questions shall be immediately forwarded to the
35 City for response.
36

37 The Contractor's Customer service representatives shall have instantaneous electronic access to
38 Customer service data and history to assist them in providing excellent customer service. The Contractor
39 shall provide the City with internal customer service representative training and support information
40 specific to the City to allow the City to review and check information provided to customer service
41 representatives and, in turn, provided to Customers. Any revisions to these materials shall be approved
42 in writing (e-mail is acceptable) by the City prior to being used by customer service representatives.
43

44 **4.3.2.8 Customer Communications**

45
46 All Customer communications (other than routine service and billing interactions with individual
47 Customers) shall be reviewed and approved by the City before distribution.

1
2 The City and Contractor recognize that Customer preferences for their method of communication may
3 change during the Term of this Contract and agree to adjust customer service expectations to match
4 Customer preferences. For example, if call traffic to the Contractor’s telephone-based call center reduces
5 over time and is supplanted by an increase in texting, the Contractor shall shift staff resources accordingly
6 to ensure high levels of customer service. The City and Contractor agree to review Contract requirements
7 periodically and negotiate in good faith any desired improvements to the Contract service standards
8 related to customer service delivery.

9 **4.3.3 Contractor’s Customer Billing Responsibilities**

10
11 The Contractor shall be responsible for all billing functions related to the collection services required
12 under this Contract. All Single-family Residence Customers shall be billed quarterly, and Multifamily
13 Complex and Commercial Customers shall be billed monthly. In no case shall a Customer’s invoice be past
14 due prior to the receipt of all services covered by the billing period. The Contractor’s billing cycle
15 parameters include, but are not limited to the service period, invoice date, due date, late fee date,
16 reminder date(s), Container removal and stop-service date. The City reserves the right to review and
17 provide feedback on the bill template used by the Contractor as to format and design to ensure Customer
18 satisfaction. The Contractor shall evaluate and may incorporate the City’s recommendations in good faith.
19 Billing and accounting costs associated with Customer invoicing, including credit card fees, shall be borne
20 by the Contractor, and are included in the service fees in Attachment B. The Contractor may bill to
21 Customers late payments and “non-sufficient funds” check charges, as well as the costs of bad debt
22 collection, under policies and amounts that have been previously approved in writing by the City.

23
24 The Contractor shall offer paperless billing, including an autopay/electronic notification function that
25 allows Customer to set up autopay and receive an e-mail or text notification of the amount and draw date
26 of the payment, without requiring the Customer to navigate to the Contractor’s website to obtain that
27 information.

28
29 Customers may temporarily suspend collection services due to vacations or other reasons up to three
30 times (3x) annually, in no less than two (2) week increments and be billed pro-rata for actual services
31 received. The Contractor may charge a weekly vacation hold/standby fee as listed in Attachment B instead
32 of retrieving Carts for those Customers who request a vacation hold greater than two weeks in duration.

33
34 The Contractor shall be responsible for the following:

- 35
- 36 • Generating combined Garbage, Recyclables, and Compostables collection bills for all Customers;
- 37
- 38 • Generating bills printed double-sided, on at least thirty percent (30%) post-consumer recycled-
- 39 content paper;
- 40
- 41 • Generating bills that include at a minimum a statement indicating the Customer’s current service
- 42 level, current charges and payments, appropriate taxes and fees, Customer service contact
- 43 information and website information;
- 44
- 45 • Generating bills that clearly state the date at which late fees will be assessed for non-payment;
- 46

- 1 • Generating bills that have sufficient space on the front of the bill for educational or informational
- 2 messaging, as directed by the City;
- 3
- 4 • Accepting automatic ongoing payments from Customers via debit or credit card, checking or
- 5 savings account withdrawal, or by wire transfer. No transaction fees may be levied on any
- 6 Customer payments;
- 7
- 8 • Accepting, processing, and posting payment data each business day;
- 9
- 10 • Accepting bill inserts from the City for specific Customer sectors;
- 11
- 12 • Maintaining a system to monitor Customer subscription levels, record excess Garbage or
- 13 Compostables collected, place an additional charge on the Customer’s bill for the excess
- 14 collection, and charge for additional services requested and delivered. This system shall maintain
- 15 a Customer’s historical account data for a period of not less than six (6) years from the end of the
- 16 fiscal year in accordance with the City’s record retention policy, and in a manner that is
- 17 instantaneously accessible to Customer service representatives needing to refer to Customer
- 18 service data and history;
- 19
- 20 • Accepting and responding to Customer requests for service level changes, missed or inadequate
- 21 collection services, and additional services;
- 22
- 23 • Collecting unpaid charges from Customers for collection services; and
- 24
- 25 • Implementing rate changes as specified in Section 5.3.

26

27 The Contractor shall be required to have procedures in place to backup and minimize the potential for the

28 loss or damage of the account servicing (e.g., Customer service, service levels, and billing history)

29 database. The Contractor shall ensure that at a minimum a daily backup of the account servicing database

30 is made and stored off-site. The Contractor shall also provide the City with a copy of the account servicing

31 database (excluding Customer financial information such as credit card or bank account numbers) sorted

32 by Customer sector via via e-mail, FTP site or electronic media upon request. The City shall have unlimited

33 rights to use such account servicing database for the purpose of developing targeted educational and

34 outreach programs, analyzing service level shifts or rate impacts, and/or providing information to

35 successor contractors.

36

37 Upon seven (7) days written notice, the Contractor shall provide the City with a paper and/or electronic

38 copy at the City’s discretion of the requested Customer information and history, including but not limited

39 to Customer names, service and mailing addresses, contact information, service levels, and current

40 account status.

41 **4.3.4 Reporting**

42

43 The Contractor shall provide monthly, annual, and ad hoc reports to the City. The Contractor report

44 formats may be modified from time to time at the City’s request at no cost to the City. In addition, the

45 Contractor shall allow staff access to pertinent operations information related to compliance with the

1 obligations of this Contract, such as vehicle route assignment and maintenance logs, Garbage, Recyclables,
2 and/or composting facility certified weight slips, and Customer charges and payments.
3

4 **4.3.4.1 Monthly Reports**

5
6 On a monthly basis, by the last working day of each month, the Contractor shall provide a report
7 containing the following information for the previous month. Reports shall be submitted in an electronic
8 format approved by the City and shall be certified as accurate by the Contractor. At minimum, reports
9 shall include:

- 10
- 11 1. A log of all Customer requests, complaints, inquiries, and site visits, including site name and
- 12 address, Customer name where available, date of contact or site visit, reason for site visit, results
- 13 of Customer request, complaint, and inquiry and/or site visit.
- 14
- 15 2. A tabulation of the number of Single-Family, Commercial, and Multifamily Complex accounts by
- 16 service level/Container size, and service frequency.
- 17
- 18 3. Reports from the Contractor’s customer service telephone system showing total call volume, total
- 19 calls answered, average speed of answer, percent of calls answered within thirty (30) seconds,
- 20 total calls placed on hold, percent of calls on hold answered within twenty (20) seconds, percent
- 21 of calls on hold answered within two (2) minutes, total number of abandoned calls, abandonment
- 22 rate (abandoned call divided by total volume of calls), and average time to abandonment.
- 23
- 24 4. Website utilization report showing total number of Customers managing their services on-line,
- 25 total number of e-mails received via website, data on site usage, and other data or information
- 26 as Lake Forest Park may require for internal reporting purposes.
- 27
- 28 5. A summary of total Garbage, Recyclables and Compostables, quantities collected (in tons) for each
- 29 collection sector by month and year-to-date. The summary shall include program participation
- 30 statistics including: a summary of Multifamily Complex and Commercial participation in recycling
- 31 programs and set-out statistics for Residential Garbage, Compostables, and Recyclables collection
- 32 services. Where item counts are more appropriate for certain Recyclables or Bulky Wastes (e.g.
- 33 appliances, CFLs, etc.), reporting item counts are sufficient. The summary shall include the names
- 34 of facilities used for all materials and tonnage delivered to each facility.
- 35
- 36 6. A summary of Recyclables quantities, market prices, contamination levels and processing residues
- 37 disposed as Garbage.
- 38
- 39 7. A list of current disposal or processing locations and fees per ton for each material collected.
- 40
- 41 8. A description of any vehicle accidents or infractions.
- 42
- 43 9. A description of any changes to collection routes, Containers, vehicles (including the identification
- 44 of back-up vehicles not meeting contract standards with the truck number and date of use),
- 45 customer service or other related activities affecting the provision of services
- 46

1 10. A description of any promotion, education, and outreach efforts, including where possible,
2 samples of materials, and summary of any feedback or response received from Customers.

3
4 11. A description of Contractor activities and tonnages related for city services and events.
5

6 If collection vehicles are used to service more than one Customer sector, the Contractor shall develop an
7 apportioning methodology that allows the accurate calculation and reporting of collection volumes and
8 quantities from the different sectors. The apportioning methodology shall be subject to the prior review
9 and written approval of the City, and shall be periodically verified through field-testing by the Contractor.

10
11 **4.3.4.2 Annual Reports**
12

13 On an annual basis, by the first working day of March, the Contractor shall provide a report containing the
14 following information for the previous year:

- 15 1. A consolidated summary and tabulation of the monthly reports, described above.
- 16 17
- 18 2. A discussion of highlights and other noteworthy experiences, along with measures taken to
19 resolve problems, increase efficiency, and increase participation in, and volume of, Recyclables
20 and Compostables collection programs.
- 21
- 22 3. A discussion of opportunities and challenges expected during the current year, including steps
23 being taken to take advantage of opportunities and resolve the challenges.
- 24
- 25 4. A discussion of promotion, education, and outreach efforts, and accomplishments for each sector.
- 26
- 27 5. An inventory of current collection vehicles and other major equipment, including model, year,
28 make, serial or VIN number, assigned vehicle number, mileage (if vehicle), collection sector
29 assigned to or used in, and maintenance history, including vehicle painting.
- 30
- 31 6. An inventory of all Containers used in the performance of this Contract, including location
32 address, Customer name and contact information, and the size of all Containers used at that
33 address.
- 34
- 35 7. A list of Multifamily Complexes eligible for Recycling and Compostables collection service, but not
36 receiving one or both services, with the results of required contacts made during the year to
37 promote the Recycling and/or Compostables service to those complexes, including the reason
38 why the Multifamily Complex is not receiving Recycling and/or Compostables service.
- 39
- 40 8. A list of Commercial Customers eligible for Recycling and Compostables collection service, but not
41 receiving one or both services, with the results of required contacts made during the year to
42 promote the Recycling and/or Compostables service to those sites, including the reason why the
43 Commercial Customer is not receiving Recycling and/or Compostables service.
- 44
- 45 9. A detailed report on Container change-out, cleaning, painting, re-stickering and/or labeling, and
46 replacement completed or not completed on schedule during the previous year.
- 47

1 10. A summary of the monthly logs of Customer requests, complaints, inquiries, site visits, and
2 resolutions or results, as required in Section 4.3.4.1. The summary shall organize Customer
3 requests, complaints, inquiries, and site visits by category (e.g., missed pickups, improper set-
4 ups).

5
6 The annual report shall be specific to the City’s operations, written in a format appropriate for contract
7 management and shall not be a generalized listing of Contractor activities in the region or elsewhere.

8
9 **4.3.4.3 Ad Hoc Reports**

10
11 The City may request from the Contractor up to six (6) ad-hoc reports each year, at no additional cost to
12 the City. These reports may include customer service database tabulations to identify specific service level
13 or participation patterns or other similar information. Reports shall be provided in a City-defined format
14 and with Microsoft software compatibility. These reports shall not require the Contractor to expend more
15 than one hundred (100) staff hours per year to complete.

16
17 **4.3.4.4 Other Reports**

18
19 If requested by the City, the Contractor shall provide daily route information for all service sectors and
20 collection streams for the purpose of evaluating potential collection system changes during the Term of
21 the Contract. Information received by the City shall be subject to existing laws and regulations regarding
22 disclosure, including the *Public Disclosure Act*, Chapter 42.56 of the Revised Code of Washington.

23
24 **4.3.5 Promotion and Education**

25
26 The Contractor, at its own cost and at the direction of the City, shall have primary responsibility for
27 developing, designing, executing, and distributing public promotion, education, and outreach programs.
28 The Contractor shall also have primary responsibility for Customer recruitment, providing annual service-
29 oriented information and outreach to Customers, including providing on-site Commercial Recycling and
30 Compostables technical assistance, distributing City-developed promotional and educational pieces at the
31 City’s direction, and implementing on-going recycling promotions, education, and outreach programs at
32 the direction of the City. All written materials, Customer surveys and other general communications
33 provided to Customers by the Contractor shall be approved in advance by the City. Each September, the
34 City and Contractor shall jointly plan the Contractor’s specific promotion and education program for the
35 following year, including adjustments in materials and/or targeted audiences. The City may elect to assist
36 the Contractor with development of promotional material layout and text, as staff time allows, otherwise
37 the Contractor shall be responsible for all design and development work, subject to City approval.

38
39 Each year, the Contractor shall print and deliver an annual comprehensive service guide to each Single-
40 Family Residential and Multifamily Complex customer, which shall include, at a minimum, information on
41 the proper disposal of Garbage, Recyclables, and Compostables; City rates information; disposal options
42 for difficult-to-recycle items and hazardous wastes; collection guidelines; contact information; and any
43 other pertinent information.

44
45 The Contractor shall contact, at the City’s request, the manager or owner of Multifamily Complex sites to
46 encourage recycling participation, address concerns, space or contamination problems, provide outreach
47 to residents, and inform the manager or owner of all available services and ways to decrease Garbage

1 generation. The Contractor shall coordinate and work cooperatively with City staff and/or consultants
2 hired to conduct outreach and education, and provide technical assistance.

3
4 The Contractor shall, at the City's request, address concerns, space or contamination problems, and offer
5 additional education or training to tenant businesses. The Contractor's educational efforts to Commercial
6 Customers shall include offering to perform no-cost waste audits to determine areas that need
7 improvement, developing and covering the cost of stickers or signage for interior collection containers,
8 and delivering Commercial Customer program packets to the Commercial Customers or their tenants, as
9 requested by the Commercial Customer, a commercial tenant, or the City. The Contractor shall coordinate
10 and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and
11 provide technical assistance.

12
13 The Contractor shall, upon the approval of the City and the request of a Commercial Customer or a tenant
14 business, and at the Contractor's expense, conduct a site visit within one week of the request to review
15 existing services, determine recycling potential, and assess space constraints for additional Containers.

16
17 Any additional promotional, educational, and informational materials provided by the Contractor to
18 Customers in connection with the Contract shall be designed, developed, printed, and delivered by the
19 Contractor, at the Contractor's cost, and subject to the City's final written approval as to form, content,
20 and method of delivery. The City shall review and approve all materials and a minimum of a two (2) weeks
21 review period shall be provided in all cases by the Contractor to allow sufficient time for review and
22 approval.

23
24 Outreach to Commercial Customers by the Contractor shall not preclude the City or its consultants from
25 also conducting targeted outreach and technical assistance to encourage waste prevention and recycling.

26
27 **4.3.6 Transition to Next Contractor**

28
29 The Contractor shall work with the City and any successive contractor in good faith to ensure minimal
30 Customer disruption during the transition period from the City's previous contractor to the City's new
31 Contractor. Cart and Container removal and replacement shall be coordinated between the Contractor
32 and a successive contractor to occur simultaneously in order to minimize Customer inconvenience. In the
33 event that the City does not elect to retain the Contractor's Containers pursuant to Section 4.1.15.3, the
34 Contractor shall remove any Containers for all services or any portion of services provided under this
35 Contract upon sixty (60) days written notice from the City.

36
37 Upon written request of the City at any time during the term of this Contract, the Contractor shall provide
38 a detailed customer list, including customer name, service address, mailing address, and collection and
39 container rental service levels to the City in Microsoft Excel format within seven (7) days request of the
40 City.

41
42 Failure to fully comply with this Section 4.3.6 shall result in the forfeiture of the Contractor's performance
43 bond, at the City's discretion.

44
45 **5. COMPENSATION**

46

1 **5.1 Compensation to the Contractor**

2
3 **5.1.1 Rates**

4
5 The Contractor shall be responsible for billing and collecting funds from Single-family Residence,
6 Multifamily Complex, and Commercial Customers in accordance with the charges for services listed in
7 Attachment B. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed
8 in Attachment B. These payments shall comprise the entire compensation due to the Contractor.

9
10 In the event that a Customer places Excluded Materials or Unacceptable Materials in a Container, and the
11 Contractor collects those materials inadvertently and incurs extraordinary expenses dealing with those
12 materials, the Contractor may charge the Customer the actual costs of managing those materials, as
13 approved by the City. Actual costs shall include additional transportation, handling, and disposal costs
14 incurred by the Contractor for handling only those specific materials traceable to that Customer.

15
16 The City is not required under this Contract to make any payments to the Contractor for services
17 performed, or for any other reason, except as specifically described in this Contract, or for services the
18 City obtains as a Customer.

19
20 In the event that the Contractor or a Customer desires solid waste-related services not specifically
21 addressed in this Contract, the Contractor shall propose service parameters and a rate to the City in
22 writing, based on the average of surrounding WUTC tariffs if such service is addressed in current tariffs.
23 Upon the City's written approval, the Contractor may provide the requested services. In no case shall the
24 Contractor provide unauthorized services or charge unauthorized rates.

25
26 **5.1.2 Itemization on Invoices**

27
28 All applicable City, County, and Washington State solid waste or household hazardous waste taxes or fees,
29 utility taxes, and (if allowed under the last paragraph of Section 5.1.2) sales taxes shall be itemized
30 separately on Customer invoices and added to the charges listed in Attachment B, except that the City
31 Administrative Fees shall be included in Attachment B rates and shall not be itemized separately on
32 Customer invoices.

33
34 All Recyclables collection costs and revenues shall be included in the Garbage collection rates for all
35 Customers and are included in the Customer rates listed in Attachment B.

36
37 Charges for excess Garbage or Compostables, Single-family, Multifamily Complex and Commercial
38 Compostables collection, Drop-box Container On-call collection services, On-call Bulky Waste collection
39 services, Container rentals, or temporary Container services shall be itemized on the Customer invoices
40 separately by the Contractor, and may at no time exceed the charges set forth in Attachment B.

41
42 The County disposal fee as it exists on the date of execution or as thereafter modified shall be itemized
43 separately on Customer invoices with charges for Drop-box Container service. The Contractor shall charge
44 Drop-box Customers the actual disposal cost plus ten (10) percent to reflect the Contractor's costs and
45 margin related to handling the pass-through disposal component.

46

1 The Contractor shall not separately charge sales tax for services that include any Container as part of the
2 overall service package. Only Services that separate and itemize optional container rental (specifically
3 Drop-box Container rental) shall have sales tax charged and listed on Customer invoices. The Contractor
4 shall pay appropriate sales tax upon purchase of all equipment and Containers, and those costs are
5 included in the rates provided in Attachment B. In no case shall Customers be separately charged sales
6 taxes paid by the Contractor on its equipment and Containers.

7

8 **5.2 Compensation to the City**

9

10 The Contractor shall pay to the City a one-time fee of twenty-nine thousand dollars (\$29,000) upon
11 Contract execution to cover City costs for procuring this Contract.

12

13 The Contractor shall also pay to the City an Administrative Fee on or before the fifteenth (15th) day of each
14 month during the term of this Contract, starting on August 15, 2018. The Administrative Fee shall be
15 based on the gross revenues received by the Contractor from Commercial and Multifamily Customers
16 under this Agreement, excluding Drop-box disposal fees. The initial Administrative Fee shall be assessed
17 at (6.0%) of gross revenues received by the Contractor from those Customers since the last Administrative
18 Fee payment period, consistent with the administrative fee calculations shown in Attachment D. The
19 Contractor’s obligations to pay the Administrative Fee shall extend past the termination date of this
20 Contract until the Contractor is no longer receiving payments from Customers for services provided under
21 this Contract.

22

23 The rates included in Attachment B, as modified during the term of this Contract, include the
24 Administrative Fee, and Customers shall not be separately charged an itemized Administrative Fee.
25 Attachment D contains an example of how the Administrative Fee is included in rates, and lists the
26 Contractor’s service rate, the City’s share of the retail rate, the State excise tax associated with the
27 Administrative Fee, and the combined retail rate. Any adjustments to the Administrative Fee rate shall
28 be calculated in a manner consistent with the example shown in Attachment D.

29

30 The Contractor shall fully participate with any City billing audit to confirm the Contractor’s Customer
31 receipts during any accounting period during the term of the Contract. The audit shall be confined to
32 confirming Customer billing rates, Contractor receipts for services provided under this Contract and bad
33 debt recovery.

34

35 The City may change the Administrative Fee level in any year, provided that the change is synchronized
36 with the annual Contractor rate modification described in Section 5.3.1. The City shall notify the Contractor
37 of the new Administrative Fee for the following year by September 1st, and the Contractor shall itemize
38 and include the appropriate adjustment in its Rate Adjustment Statement provided October 1st of each
39 year. In the event that the Administrative Fee is adjusted, either up or down, the Contractor shall add or
40 subtract an amount equivalent to the state excise tax (1.5% in 2017), as may be adjusted from time to
41 time by the State of Washington.

42

43 In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees and
44 taxes as described in Section 8.10, Permits and Licenses.

45

46 **5.3 Compensation Adjustments**

47

1 **5.3.1 Annual CPI Modification**

2
3 The Contractor’s collection service charges and miscellaneous fees and Contract options contained in
4 Attachment B, excluding waste disposal fees, for each level of service shall increase each year by three
5 and one half percent (3.5%)
6

7 Adjustments to the Contractor’s collection service charge shall be made in units of one cent (\$0.01).
8 Fractions less than one cent (\$0.01) shall not be considered when making adjustments.
9

10 The Contractor’s compensation shall be adjusted annually, beginning January 1, 2020. The Contractor shall
11 submit in writing and electronic form to the City for review and verification a Rate Adjustment Statement,
12 calculating the new rates for the next year, on or by October 1st of each year, starting October 1, 2019. On
13 the City’s review and verification, the new rates shall take effect on January 1st of the following year.
14

15 **5.3.2 Changes in Disposal Fees**

16
17 Periodic adjustments shall be made to Contractor collection rates to reflect increases or decreases in
18 County disposal fees for Garbage. In the event of a change in disposal fees, the disposal fee component
19 of rates charged to Customers shall be adjusted, based on percentage increase or decrease in disposal fee
20 applied to the disposal components included in Attachment B of this Contract. Disposal fee changes shall
21 be effective on the date of the County’s implementation, provided that the Contractor has provided
22 Customers proper notification of the change in accordance with State law.
23

24 An example of rate modifications due to disposal fee changes is provided in Attachment D.
25

26 **5.3.3 Changes in Disposal or Compostables Processing Sites**

27
28 If the Contractor is required by the City or other governmental authority to use Garbage disposal or
29 Compostables processing sites other than those being used at the initiation of this Contract, the
30 Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional cost
31 or savings to the Contractor. It is intended that the Contractor’s rates pursuant to this Contract in such a
32 case will be adjusted so as to pass through any resulting additional costs incurred by the Contractor to the
33 Contractor or any additional savings to the Contractor to the City. The City and Contractor agree to
34 negotiate in good faith to make any changes to the rates to accomplish a pass-through of any such costs
35 or savings.
36

37 If the County’s Shoreline Transfer Station becomes unavailable for more than one week and the
38 Contractor is required to haul Garbage to an alternative County disposal location in excess of ten (10)
39 miles from the location of City Hall, the Contractor shall be allowed additional compensation at the
40 average of the two most proximate WUTC rates per mile per truck trip above the ten (10) mile limit. The
41 amount of per mile compensation and the formula for how the compensation is applied (other than the
42 ten (10) mile threshold) shall be applied in accordance with the then-current WUTC reference.
43

44 If the Contractor is no longer be able to find a processing site for all collected Compostables, after a good
45 faith effort to locate a processing facility acceptable to the City, the City reserves the right to drop the
46 collection of affected components of Compostables, such as Food Scraps, from the Contract and the City
47 and the Contractor shall negotiate rate reduction in good faith to reflect the reduction in service. If the

1 Contractor is subsequently able to find a processing site for Compostables or the site that was originally
2 used for processing Compostables is able to resume taking the dropped materials, the City reserves the
3 right to reinstate the collection of those materials and to reverse the previously agreed rate reduction for
4 the reduction in service.

5
6 **5.3.4 Other Modifications**

7
8 Except as otherwise expressly provided for by the Contract, the Contractor shall not adjust or modify rates
9 due to employee wage increases, changes in Compostables processing fees, changes in commodity value,
10 Garbage collection service level shifts, or other changes affecting the collection system.

11
12 In the event that unforeseen temporary market circumstances prevents or precludes compliance with the
13 recycling requirements of Section 4.1.11 the Contractor may request a temporary adjustment or other
14 relief from the requirements of that Section 4.1.11. The City may request any and all documentation and
15 data reasonably necessary to evaluate such request by the Contractor, and may retain, at its own expense,
16 an independent third party to audit and review such documentation and such request. If such third party
17 is retained, the City shall take reasonable steps, consistent with State law, to protect the confidential or
18 proprietary nature of any data or information supplied by the Contractor.

19
20 The City shall review the Contractor’s request within one hundred twenty (120) days of receipt. Upon the
21 City’s review of the Contractor’s request, the City shall approve or deny the request, at its sole discretion.

22
23 If an unforeseen market circumstance persists more than nine (9) months, the Parties agree to engage in
24 good faith negotiations to determine a mutually acceptable course of action, including but not limited to
25 eliminating the materials from the list of Recyclables, changing Customer preparation requirements,
26 modifying Contractor rates, or any other mutually-agreeable solution.

27 **5.3.5 New or Changes in Existing Taxes**

28
29 If new municipal, county, regional, or Washington State taxes or fees are imposed, the rates of existing
30 taxes (other than federal taxes) or fees are changed, or new road or bridge tolls necessarily affecting the
31 Contractor’s operations under this Contract imposed after the Date of Execution of this Contract, and the
32 impact of these changes results in increased or decreased Contractor costs in excess of five thousand
33 dollars (\$5,000) in the aggregate annually, the Contractor shall submit a detailed proposal for the
34 adjustment of the rates to reflect any additional costs or savings to the Contractor. It is intended that the
35 Contractor’s rates pursuant to this Contract in such a case be adjusted so as to pass through any resulting
36 additional costs incurred by the Contractor to the Contractor or any savings realized to the Contractor to
37 the City. The Contractor and City shall enter into good faith negotiations to determine whether
38 compensation adjustments are appropriate for the amount exceeding the five thousand dollar (\$5,000)
39 aggregated threshold (in cases in which the threshold applies) and if so, to determine the amount and the
40 method of adjustment.

41 **5.3.6 Changes in Service Provision**

42
43 In the event that either the Contractor or the City initiates any changes in how Contract services are
44 provided that reduce Contractor costs and cause adverse Customer impacts, the Contractor shall promptly
45 notify the City in writing of such reduced costs, and rates shall be reduced within thirty (30) days of the

1 subject change so that the City and the Contractor's Customers shall receive the benefit of fifty percent
2 (50%) of the cost savings.

3
4 **5.4 Change in Law**

5
6 Except to the extent addressed otherwise in this Contract, changes in federal, State, or local laws or
7 regulations that result in a detrimental change in circumstances or a material hardship for the Contractor
8 in performing this Contract may be the subject of a request by the Contractor for a rate adjustment,
9 subject to review and approval by the City, such approval not to be unreasonably withheld. If the City
10 requires review of financial or other information in conducting its rate review under this provision, then,
11 at the request of the Contractor, the City may retain a third-party to review such information at the
12 Contractor's expense, taking whatever steps are reasonably feasible, appropriate and lawful to protect
13 the Contractor's documents identified as confidential and proprietary by the Contractor.
14

15 **6. FAILURE TO PERFORM, REMEDIES, TERMINATION**

16
17 The City expects high levels of Customer service and collection service provision. Performance failures
18 shall be discouraged, to the extent possible, through specific performance fees for certain infractions and
19 through Contract default for more serious lapses in service provision. Section 6.1 details infractions
20 subject to performance fees and Section 6.2 details default provisions and procedures.
21

22 **6.1 Performance Fees**

23
24 The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's
25 compliance with the provisions and requirements of this Contract. In the event that the City's inspection
26 reveals that the Contractor has failed to satisfactorily perform any duties of this Contract, the City shall
27 present a documented incident report to the Contractor detailing such unsatisfactory performance. The
28 Contractor and the City agree that upon receiving such report, the Contractor shall pay the following dollar
29 amounts, not as a penalty, but as performance fees for failure to satisfactorily perform its duties under
30 this Contract. The City and the Contractor agree that the City's damages would be difficult to prove in any
31 litigation and that these dollar amounts are a reasonable estimate of the damages sustained by the City
32 as a result of the Contractor's failure to satisfactorily perform its duties under this Contract. The
33 performance fees in this Section 6.1 shall not apply to the service impacts of Labor Disruptions, as separate
34 performance fees shall apply under those circumstances, as described in Section 4.2.10.
35

36 Performance fees shall include:

	Action or Omission	Performance fees
1	Collection before or after the times specified in Section 4.1.3, except as expressly permitted in writing.	Five hundred dollars (\$500) per incident (each vehicle on each route is a separate incident).

	Action or Omission	Performance fees
2	Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, not replacing lids, crossing planted areas, or similar violations.	Fifty dollars (\$50) per incident, not to exceed five hundred dollars (\$500) per vehicle per day.
3	Failure to clean-up or collect leaked or spilled materials and/or failure to notify the City within three (3) hours of incident.	The cost of cleanup to the City, plus five hundred dollars (\$500) per incident.
4	Observed leakage or spillage from Contractor vehicles or of vehicle contents.	Five hundred dollars (\$500) per vehicle, per inspection, plus clean-up costs.
5	Failure to replace a leaking Container within twenty-four (24) hours of notification.	One hundred dollars (\$100) per incident, and then one hundred dollars (\$100) per day that the Container is not replaced.
6	Failure to collect missed materials within one (1) business day after notification. \$50.00 each incidence business day after notification	Fifty dollars (\$50) per incident to a maximum of five hundred dollars (\$500) per vehicle per day.
7	Missed collection of a block segment of Single-Family Residences (excluding collections prevented by inclement weather, but not excluding collections prevented by inoperable vehicles). A block segment is defined as one side of a street, between cross-streets, not to exceed fifty (50) houses.	Two hundred fifty dollars (\$250) per block segment if collection is performed the following day; one thousand dollars (\$1,000) if not collected by the following day.
8	Collection as Garbage of non-contaminated Source-separated Recyclables, Yard Debris, or Compostables in clearly identified containers, bags, or boxes.	One thousand- dollars (\$1,000) per incident.
9	Rejection of Garbage, Recyclables, Yard Debris or Compostables without providing documentation to the Customer of the reason for rejection.	One hundred dollars (\$100) per incident.
10	Failure to deliver Containers within three (3) days of request to Multifamily Complex or Commercial Customers requesting service after the Date of Commencement of Service.	One hundred dollars (\$100) per incident.
11	Failure to deliver Garbage, Recyclables or Compostables Containers within seven (7) days of request to Single-Family Residence Customers requesting service after the Date of Commencement of Service.	Twenty-five dollars (\$25) per incident.
12	Misrepresentation by Contractors in records or reporting.	Five thousand dollars (\$5,000) per incident.
13	Failure to provide the required annual report on time.	Five hundred dollars (\$500) per day past deadline.

	Action or Omission	Performance fees
14	Failure to maintain clean, sanitary and properly painted Containers,	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
15	Failure to maintain contract-compliant vehicles	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
16	Failure to meet Customer service answer and on-hold time performance requirements.	One hundred dollars (\$100) per day.
17	Failure to meet the service and performance standards listed in Section 4.3.2 of this Contract for a period of two (2) consecutive months.	Two hundred and fifty dollars (\$250) per day until the service standards listed in Section 4.3.2 are met for ten (10) consecutive business days.
18	Failure to ensure that all Customers have contract compliant Garbage, Recycling and Compostables Containers on or before the Date of Commencement of Service.	Five thousand dollars (\$5,000) per day, plus twenty-five dollars (\$25) per Container for each incident occurring after the Date of Commencement of Service.
19	Failure to include city-authorized instructional/ promotional materials when Garbage, Recycling, and/or Compostables Containers are delivered to Single-Family Residences, or failure to affix required city-authorized stickers on Containers.	Fifty dollars (\$50) per incident, with no maximum.
20	Failure to separate collection of materials from Service Area Customers from non-service area customers.	Five thousand dollars (\$5,000) per route per day.
21	Failure to properly use an authorized switchable placard or nameplates as described in Section 4.1.13.	One hundred dollars (\$100) per placard per vehicle per day.
22	Inability to reach the Contractor's staff via the emergency telephone number.	Two hundred-fifty dollars (\$250) per incident.
23	The use of outdated, or unauthorized stickers, or lack of required stickers on Contractor provided Containers.	Fifty dollars (\$50) per Container.
34	Failure to have correct rates for all Customer sectors and service levels listed on the Contractor's website.	Two hundred-fifty dollars (\$250) per day, with no maximum.

1
2 Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the
3 Contractor that shall be considered violations or breaches of the Contract, and the City reserves the right
4 to exercise any and all remedies it may have with respect to these and other violations and breaches. The
5 performance fees schedule set forth here shall not affect the City's ability to terminate this Contract as
6 described in Section 6.2.

7
8 Performance fees, if assessed during a given month, shall be invoiced in writing by the City to the
9 Contractor. The Contractor shall be required to pay the City the invoiced amount within thirty (30) days
10 of billing. Failure to pay performance fees shall be considered a breach of this Contract, and shall accrue
11 penalty charges of eight (8.0%) percent per month of the amount of any delinquent payments.
12

1 Any performance fees assessed against the Contractor may be appealed by the Contractor to the City
2 within ten (10) days of being invoiced for assessed performance fees. The Contractor shall be allowed to
3 present evidence as to why the amount of the assessed performance fees should be lessened or
4 eliminated, including the provision of incorrect information provided by a previous contractor for contract
5 failures during the initial transition period. The City’s decision shall be final.
6

7 **6.2 Contract Default**
8

9 The Contractor shall be in default of this Contract if it violates any material provision of this Contract. In
10 addition, the Contractor shall be in default of the Contract should any of the following occur, including,
11 but not limited to:
12

- 13 1. The Contractor fails to commence the collection of Garbage, Recyclables, or Compostables, or
14 fails to provide any portion of service under the Contract on the Date of Commencement of
15 Service, or for a period of more than five (5) consecutive days at any time during the term of this
16 Contract, except as provided pursuant to Section 4.1.19;
17
- 18 2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license
19 required by the City, County, or any federal, State, or other regulatory body in order to collect
20 materials under this Contract, or comply with any environmental standards and regulations;
21
- 22 3. The Contractor’s noncompliance creates a hazard to public health or safety or the environment;
23
- 24 4. The Contractor causes uncontaminated Recyclables or Compostables to be disposed of in any
25 way, such as in a landfill or incinerated at an incinerator or energy recovery facility, without the
26 prior written permission of the City;
27
- 28 5. The Contractor fails to make any required payment to the City, as specified in this Contract;
29
- 30 6. The Contractor is assessed performance fees pursuant to Section 6.1 in excess of fifteen thousand
31 dollars (\$15,000) during any consecutive six (6) month period; or
32
- 33 7. The Contractor fails to resume full service to Customers within twenty-one days following the
34 initiation of a labor disruption pursuant to Section 4.1.19.
35

36 The City reserves the right to pursue any remedy available at law or in equity for any default by the
37 Contractor. In the event of default, the City shall give the Contractor ten (10) days prior written notice of
38 its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise
39 (including but not limited to a hazard to public health or safety or the environment) that does not allow
40 ten (10) days prior written notice, the City shall immediately notify the Contractor of its intent to exercise
41 its rights immediately. If the Contractor cures the stated reason within the stated period, or initiates
42 efforts satisfactory to the City to remedy the stated reason and the efforts continue in good faith, the City
43 may opt to not exercise its rights for the particular incident. If the Contractor fails to cure the stated reason
44 within the stated period, or does not undertake efforts satisfactory to the City to remedy the stated
45 reason, then the City may at its option terminate this Contract effective immediately.
46

1 If the Contractor abandons or violates any material provision of this Contract, fails to fully and promptly
2 comply with all its obligations, or fails to give any reason satisfactory to the City for noncompliance, and
3 fails to correct the same, the City, after the initial ten (10) days' notice, may then declare the Contractor
4 to be in default of this Contract and notify the Contractor of the termination of this Contract. A copy of
5 said notice shall be sent to the Contractor and surety on the Contractor's performance bond. Upon receipt
6 of such notice, the Contractor agrees that it shall promptly discontinue the services provided under this
7 Contract. The surety of the Contractor's performance bond may, at its option, within ten (10) days from
8 such written notice, assume the services provided under this Contract that the City has ordered
9 discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms
10 and conditions of the Contract, and all documents incorporated herein.

11
12 In the event that the surety on the Contractor's performance bond fails to exercise its option within the
13 ten (10) day period, the City may complete the services provided under this Contract or any part thereof,
14 either through contract with another party or any other means.

15
16 The City shall be entitled to recover from the Contractor and the surety on the Contractor's performance
17 bond as damages all expenses incurred, including reasonable attorneys' fees, together with all such
18 additional sums as may be necessary to complete the services provided under this Contract, together with
19 any further damages sustained or to be sustained by the City. A surety performing under this Contract
20 shall be entitled to payment in accordance with this Contract for Contract services provided by the surety,
21 and shall otherwise be subject to the same rights and obligations with respect to the Contract services
22 furnished by the surety as would be applicable if the Contract services were to be performed by the
23 Contractor. The City's obligation to pay for such Contract services shall be subject to satisfactory
24 performance by the surety as well as to setoffs or recoupments for sums, if any, owed by Contractor to
25 City on account of Contractor's abandonment or default.

26
27 If the City employees provide Garbage, Recyclables or Compostables collection, the actual incremental
28 costs of city labor, overhead, and administration shall serve as the basis for a charge to the Contractor
29 and the surety on the Contractor's performance bond.

30
31
32 **7. NOTICES**

33
34 All notices required or contemplated by this Contract shall be in writing and personally served or mailed
35 (postage-prepaid and return receipt requested), addressed to the parties as follows, or as amended by
36 the City:

37
38 To the City:
39
40 **City Administrator**
41 City of Lake Forest Park
42 17425 Ballinger Way NE
43 Lake Forest Park, WA 98155
44

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To Contractor: **General Manager**
Rabanco Ltd. dba Republic Services of Bellevue
1600 127th Ave. NE
Bellevue, WA. 98005

With a copy to:

Republic Services, Inc.
Attention: General Counsel
18500 N. Allied Way #100
Phoenix, AZ USA 85054

8. GENERAL TERMS

8.1 Collection Right

Throughout the Contract Term, the Contractor shall be the exclusive provider with which the City shall contract to collect Garbage, Compostables and Recyclables placed in designated Containers and set out in the regular collection locations within the City Service Area. The City, by ordinance or other regulation, or by other effective means, will make unlawful the provision by any third party of any of the services to which the Contractor has the right by this Contract to be the exclusive provider. When asked by the Contractor, the City shall make a good faith effort to protect the exclusive rights of the Contractor under this Contract; however, the City shall not be obligated to instigate, join in or contribute to the expense of litigation to protect the exclusive rights of the Contractor unless the City's institution of or joinder in such litigation is necessary for the protection of such rights. The Contractor may independently enforce its rights under this Contract against third party violators, including, but not limited to, seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by the Contractor (without obligating the City to join any such litigation, except for as provided in this paragraph). Such efforts may include but not be limited to cease and desist letters, assistance with documenting violations, and other activities as City staff time reasonably allows.

This Contract provision shall not apply to Garbage, Recyclables, or Compostables self-hauled by the generator; to Source-separated materials hauled by common or private carriers (including drop-off recycling sites); or to construction/demolition waste hauled by self-haulers or construction or demolition contractors in the normal course of their business.

The Contractor shall retain the right and cover all costs to dispose of or process and market the Garbage, Recyclables, and Compostables once these materials are placed in Contractor-provided or the City -owned containers. The Contractor shall retain revenues gained from the sale of Recyclables or Compostables. Likewise, a tipping or acceptance fee charged for Recyclables or Compostables shall be the financial responsibility of the Contractor.

8.2 Access to Records

The Contractor shall maintain in its local office full and complete operations, Customer, financial, and service records that at any reasonable time shall be open for inspection and copying for any reasonable purpose by the City. In addition, the Contractor shall, during the Contract term, and at least seven (7)

1 years thereafter, maintain in an office in King County reporting records and billing records pertaining to
2 the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting
3 the Contractor's services provided under this Contract. Those Contractor's accounts shall include, but shall
4 not be limited to, all records, invoices, and payments under the Contract, as adjusted for additional and
5 deleted services provided under this Contract. The City shall be allowed access to these records for audit
6 and review purposes, subject to the same protections of the Contractor's financial or other proprietary
7 information set forth in Section 5.3.

8
9 The Contractor shall make available copies of certified weight slips for Garbage, Recyclables, and
10 Compostables on request within two (2) business days of the request. The weight slips may be requested
11 for any period during the Term of this Contract.

12
13 **8.3 Insurance**

14
15 The Contractor shall procure and maintain, for the Term of the Contract, insurance that meets or exceeds
16 the coverage set forth below, as determined in the sole reasonable discretion of the City. The cost of such
17 insurance shall be paid by the Contractor.

18
19 Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the
20 liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's
21 recourse to any remedy available at law or in equity.

22 **8.3.1 Minimum Scope of Insurance**

23
24 The Contractor shall obtain insurance that meets or exceeds the following of the types described below:

- 25
26 1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles.
27 Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form
28 providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide
29 contractual liability coverage. The policy shall include the ISO CA 9948 Form (or its equivalent) for
30 transportation of cargo and a MCS 90 Form in the amount specified in the Motor Carrier Act. The
31 policy shall include a waiver of subrogation in favor of the City.
- 32
33 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a
34 substitute form providing equivalent liability coverage and shall cover liability arising from
35 premises, operations, independent contractors, products-completed operations, personal injury
36 and advertising injury, and liability assumed under an insured contract. There shall be no
37 endorsement or modification of the Commercial General Liability insurance for liability arising
38 from explosion, collapse, or underground property damage. The City shall be named as an
39 additional insured under the Contractor's Commercial General Liability insurance policy with
40 respect to the work performed for the City, using ISO additional insured endorsements CG 2010
41 0704 and CG 2037 0704.
- 42
43 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of
44 Washington.

- 1 4. Contractor's Pollution Liability insurance coverage covering any claim for bodily injury, personal
 2 injury, property damage, cleanup costs, and legal defense expenses applying to all work
 3 performed under the contract, including that related to transported cargo.

4
5 **8.3.2 Minimum Amounts of Insurance**

6
7 Contractor shall maintain at a minimum the following insurance limits:

- 8
9 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and
 10 property damage of five million dollars (\$5,000,000) for each accident. Limits may be achieved
 11 by a combination of primary and umbrella policies.
- 12
13 2. Commercial General Liability insurance shall be written with limits no less than three million
 14 dollars (\$3,000,000) for each occurrence, five million dollars (\$5,000,000) general aggregate, and
 15 a two million dollar (\$2,000,000) products-completed operations aggregate limit. Limits may be
 16 achieved by a combination of primary and umbrella policies.
- 17
18 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of
 19 Washington.
- 20
21 4. Contractor's Pollution Liability insurance shall be written with limits no less than five million
 22 dollars (\$5,000,000) combined single limit for each pollution condition for bodily injury, personal
 23 injury, property damage, cleanup costs, and legal defense expense.

24
25 **8.3.3 Other Insurance Provisions**

26
27 The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile
 28 Liability, Commercial General Liability, and Contractor's Pollution Liability coverage:

- 29
30 1. The Contractor's insurance coverage shall be the primary insurance with respect to the City, its
 31 officials, employees, and volunteers. Any insurance, self-insurance, or insurance pool coverage
 32 maintained by the City shall be in excess of the Contractor's insurance and shall not contribute
 33 with it. The City, its officials, employees, and volunteers shall be named as additional insured's on
 34 the Contractor's insurance policy, via blanket-form endorsement.
- 35
36 2. Coverage shall state that the Contractor's insurance shall apply separately to each insured against
 37 whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 38
39 3. Each insurance policy required by the insurance provisions of this Contract shall provide the
 40 required coverage and shall not be canceled except after thirty (30) days prior written notice has
 41 been given to the City. Such notice shall be sent directly to the City. If any insurance company
 42 refuses to provide the required notice, the Contractor or its insurance broker shall notify the City
 43 of any cancellation of any insurance immediately on receipt of insurers' notification to that effect.

44
45 **8.3.4 Acceptability of Insurers**

46
47 Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

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8.3.5 Verification of Coverage

The Contractor shall furnish the City’s Risk Manager and City Attorney Department with original certificates and a copy of the blanket-form amendatory endorsements as required herein, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor at least a month before the Date of Commencement of Service of this Contract.

8.3.6 Subcontractors

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor, including the requirement that the City, its officials, employees, and volunteers be named additional insured’s on the Contractor’s insurance policy.

8.4 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor’s Performance and Payment Bond or bonds, letter of credit, or other similar instrument acceptable to and approved in writing by the City in the amount of seven hundred fifty thousand dollars (\$750,000). The bond, letter of credit, or other similar instrument shall be issued for a period of not less than one (1) year, and the Contractor shall provide a new bond, letter of credit, or similar instrument, and evidence satisfactory to the City of its renewability, no less than sixty (60) calendar days prior to the expiration of the bond, letter of credit, or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit, or other similar instrument in full in the event its renewal is not confirmed prior to five (5) calendar days before its expiration.

8.5 Indemnification

8.5.1 Indemnify and Hold Harmless

Each Party, its officers, employees, volunteers and agents, shall indemnify, hold harmless and defend the other Party, its officers, employees, volunteers and agents, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, including costs and attorney’s fees, related to injuries, sickness or the death of any person, or damage to or destruction of any property of any kind, whether tangible or intangible, including loss of use resulting therefrom (all of the foregoing collectively, “Claims) arising out of, in connection with, or incident to the work and services performed under this Contract to the extent of such indemnifying Party’s negligence; provided, however, that:

- 1. The indemnifying Party’s obligation to indemnify, hold harmless and defend shall not extend to Claims caused by or resulting from the sole willful or negligent actions or omissions of the non-indemnifying Party; and
- 2. It is specifically and expressly understood and agreed that the indemnification obligations of the Contractor hereunder constitutes the Contractor’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes hereunder.

1 The City shall notify the Contractor in writing of the assertion of any claim against it for which it is entitled
2 to be indemnified hereunder, and shall give the Contractor the opportunity to defend such claim
3 (including the sole right to select and retain counsel of its own choice to represent it in connection with
4 such claim), and shall not settle the claim without the prior written approval of the Contractor (and if the
5 Contractor elects to defend such claim, the Contractor shall have the sole and exclusive right to resolve
6 and settle such claim, so long as the City has been absolved of any and all liability). The City shall be
7 entitled to fully participate with the Contractor in its defense of the City. The City may employ separate
8 counsel to participate in the investigation and defense, but the City shall pay the fees and costs of that
9 counsel unless the Contractor has agreed otherwise. The Contractor shall control the defense of claims
10 (including the assertion of counterclaims) against which it is providing indemnity under this Section. The
11 City shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in enforcing
12 Section 8.5.

13

14 **8.6 Confidentiality of Information**

15

16 Pursuant to the Washington Public Records Act ("PRA"), Chapter 42.56 RCW, written, printed, graphic,
17 electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions
18 thereof prepared in performance of this Contract (the "documents") and maintained or used by the City
19 may be public records subject to mandatory disclosure upon request by any person, unless the documents
20 are exempt from public disclosure by a specific provision of law.

21

22 If the City receives a request for inspection or copying of any such documents, it shall promptly notify the
23 Contractor in writing regarding the public records request. Consistent with its obligations under the PRA,
24 the City will give the Contractor up ten (10) business days after such notification within which to seek a
25 court order prohibiting the release of the documents. The City assumes no contractual obligation to
26 enforce any exemption.

27

28 **8.7 Assignment of Contract**

29

30 **8.7.1 Assignment or Pledge of Money by the Contractor**

31

32 The Contractor shall not assign or pledge any of the money due under this Contract without securing the
33 prior written approval of the surety of the Contractor's performance bond and providing at least thirty
34 (30) day's prior written notice to the City of such assignment or pledge together with a copy of the surety's
35 approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties
36 from any obligations or liabilities arising under or because of this Contract. The requirements of this
37 section shall not apply to the grant of a general security interest in the Contractor's assets to secure the
38 Contractor's obligations under any loan or credit facility entered into by the Contractor or the Contractor's
39 parent.

40

41 **8.7.2 Assignment, Subcontracting, Delegation of Duties**

42

43 The Contractor shall not assign or sub-contract any of the services provided under this Contract or
44 delegate any of its duties under this Contract that directly affect Customers or the City without the prior
45 written approval of the City, which may be granted or withheld in the City's sole discretion.

46

1 In the event of an assignment, sub-contracting, or delegation of duties, the Contractor shall remain
2 responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or other
3 obligor shall also become responsible to the City for the satisfactory performance of the services to be
4 provided under this Contract. The City may impose conditions of approval on any such assignment,
5 subcontracting, or Change of Control, including but not limited to requiring the delivery by the assignee,
6 subcontractor, or other obligor of its covenant to the City to fully and faithfully complete the services to
7 be provided under this Contract or responsibilities undertaken. In addition, the assignee, subcontractor,
8 or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract.
9 The City may terminate this Contract if the assignee, subcontractor, or obligor does not comply with this
10 clause.

11
12 Supplier agreements for composting services, vehicles, part, fuels, and other general supplies are exempt
13 from this reporting requirement.

14
15 For the purposes of this Contract, any change of control of the Contractor shall be considered an
16 assignment subject to the requirements of this section. Nothing herein shall preclude the City from
17 executing a novation, allowing the new ownership to assume the rights and duties of the Contract and
18 releasing the previous ownership of all obligations and liability.

19
20 **8.7.3 Change of Trade Name**

21
22 In the event the Contractor wishes to change the trade name under which it does business under this
23 Contract, the Contractor shall designate to the City the name, logo, and colors under which it will be doing
24 business in writing to the City at least thirty (30) days prior to the effective date of its change of trade
25 name. Within a reasonable period following a change of trade name by the Contractor, all items, logos,
26 articles, and implements seen by the public shall be changed, including but not limited to letterhead, signs,
27 promotional materials, website pages, billing statements, envelopes, and other items. Vehicles are the
28 only exception; vehicles must be repainted with new trade name, and any new logo or colors, within two
29 (2) years of the effective date of the change of trade name. Failure to comply with the terms of this section
30 shall result in penalties assessed against the Contractor in accordance with Section 6.1.

31
32 **8.8 Laws to Govern/Venue**

33
34 This Contract shall be governed by the laws of the State of Washington both as to interpretation and
35 performance. Venue shall be in Superior Court in the State of Washington for King County, located in
36 Seattle.

37
38 **8.9 Compliance with Applicable Laws and Regulations**

39
40 The Contractor shall comply with all federal, state, and local regulations and ordinances applicable to the
41 work to be done under this Contract. Any violation of the provisions of this section shall be considered a
42 violation of a material provision of this Contract and shall be grounds for cancellation, termination, or
43 suspension of the Contract by the City, and may result in ineligibility for further work for the City.

44
45 The Contractor agrees not to discriminate against any employee or applicant for employment or any other
46 persons in the performance of this Contract because of race, religion, creed, color, national origin, marital
47 status, gender, age, disability, sexual orientation, or other circumstances as may be defined by federal,

1 state, or local law or ordinance, except for a bona fide occupational qualification. Without limiting the
2 foregoing, Contractor agrees to comply with the provisions of the Affidavit of Equal Opportunity & Title
3 VI Compliance requirements incorporated herein by this reference. The Contractor agrees to post in
4 conspicuous places, available to employees and applicants for employment, notices to be provided by the
5 Contractor setting forth the provisions of this nondiscrimination clause.
6

7 Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial
8 Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time-
9 to-time must be complied with, including ergonomic and repetitive motion requirements. The Contractor
10 must indemnify and hold harmless the City from all damages, injuries or losses assessed for the
11 Contractor’s failure to comply with the Acts and Standards issued therein. The Contractor is also
12 responsible for meeting all local, state, and federal health and environmental regulations and standards
13 applying to the operation of the collection and processing systems used in the performance of this
14 Contract.
15

16 The Contractor is specifically directed to observe all weight-related laws and regulations in the
17 performance of these services, including axle bridging and loading requirements.
18

19 **8.10 Permits and Licenses**

20
21 The Contractor and subcontractors shall secure a City business license and pay all fees and taxes levied by
22 the City. The Contractor shall obtain all permits, certifications, authorizations, and licenses necessary to
23 provide the services required herein prior to the Date of Execution of this Contract at its sole expense.
24

25 The Contractor shall be solely responsible for all taxes, fees, and charges incurred, including, but not
26 limited to, license fees and all federal, state, regional, county, and local taxes and fees, including income
27 taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all persons,
28 facilities, property, income, equipment, materials, supplies, or activities related to the Contractor’s
29 activities under the Contract, business and occupation taxes, workers’ compensation, and unemployment
30 benefits.
31

32 **8.11 Relationship of Parties**

33
34 The City and Contractor intend that an independent contractor relationship shall be created by this
35 Contract. The implementation of services shall lie solely with the Contractor. No agent, employee, servant,
36 or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative
37 of the City.
38

39 **8.12 Contractor’s Relationship with Customers**

40
41 The Contractor shall not separately contract with Customers for any services covered under this Contract;
42 however, the Contractor may negotiate separate agreements with Customers for the sole purpose of
43 compactor leasing, payment for recyclables, or other related services only when not included in this
44 Contract, provided that Customers are provided separate invoices for those services and that the
45 Contractor makes it clear to Customers that those services are not provided under this Contract. These
46 separate agreements must be in writing and shall in no way expressly or by application supersede this
47 Contract. The Contractor agrees these separate agreements shall not contain durations any longer than

1 the final date of this Contract’s Term. The Contractor shall provide to the City a detailed list of all such
2 separate agreements with Customers upon the City’s request. The City may, at its sole option, regulate
3 similar or identical services in the successor to this contract.

4
5 **8.13 Bankruptcy**

6
7 It is agreed that if an order for relief with respect to the Contractor is entered in any bankruptcy case,
8 either voluntarily or involuntarily, in which the Contractor is a debtor, then this Contract, at the option of
9 the City, may be terminated effective on the day and at the time the order for relief is entered.

10
11 **8.14 Right to Renegotiate/Amend**

12
13 The City shall retain the right to renegotiate this Contract or negotiate contract amendments at its
14 discretion or based on policy changes, state statutory changes, or County rule changes, Washington State,
15 or federal regulations regarding issues that materially modify the terms and conditions of the Contract,
16 including but not limited to any modifications to contracting terms or policies as they relate to County
17 disposal services the City may also renegotiate this Contract should any Washington State, County, or city
18 rate or fee associated with the Contract be held illegal or any increase thereof be rejected by voters. In
19 addition, the Contractor agrees to renegotiate in good faith with the City in the event the City wishes to
20 change disposal locations or add additional services or developments, such as those identified through a
21 pilot program under Section 4.1.17, to the Contract and to provide full disclosure of existing and proposed
22 costs and operational impacts of any proposed changes.

23
24 This Contract may be amended, altered, or modified only by a written amendment or addendum executed
25 by authorized representatives of the City and the Contractor.

26
27 **8.15 Force Majeure**

28
29 Provided that the requirements of this section are met, Contractor shall not be deemed to be in default
30 and shall not be liable for failure to perform under this Contract if Contractor’s performance is prevented
31 or delayed by Acts of God, including landslides, lightning, forest fires, storms, floods, freezing and
32 earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots,
33 explosions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that
34 are not reasonably within the control of the Contractor, and are not the result of the willful or negligent
35 act error or omission of the Contractor; and that could not have been prevented by the Contractor through
36 the exercise of reasonable diligence (“Force Majeure”). The Contractor’s obligations under this Contract
37 shall be suspended, but only with respect to the particular component of obligations affected by the Force
38 Majeure and only for the period during which the Force Majeure exists.

39
40 The following events do not constitute Force Majeure: strikes, other than nationwide strikes or strikes
41 that by virtue of their extent or completeness make the particular goods or services effectively unavailable
42 to the Contractor; work stoppages or other labor disputes or disturbances occurring with respect to any
43 activity performed or to be performed by the Contractor; accidents to machinery, equipment or materials;
44 unavailability of required materials or disposal restrictions; or general economic conditions.

45
46 If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations
47 under this Contract, the Contractor shall notify the City by telephone and email, on or promptly after the

1 Force Majeure is first known, followed within seven (7) days by a written description of the event and
2 cause thereof to the extent known; the date the event began, its estimated duration, the estimated time
3 during which the performance of the Contractor’s obligations will be delayed; the likely financial impact
4 of the event; and whatever additional information is available concerning the event and its impact on the
5 City and its Customers. The Contractor shall provide prompt written notice of the cessation of the Force
6 Majeure. Whenever such event shall occur, the Contractor, as promptly and as reasonably possible, shall
7 use its best efforts to eliminate the cause, reduce the cost, and resume performance under the Contract.
8 In addition, if as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its
9 obligations under this Contract, the Contractor shall notify all Customers regarding the disruption in
10 collection service in a manner similar to the notification required in the case of inclement weather under
11 Section 4.1.7.

12
13 **8.16 Severability**

14
15 If any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions of
16 the Contract shall remain in full force and effect.

17
18 **8.17 Waiver**

19
20 No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying
21 such waiver, and executed by the party against whom such waiver is sought to be enforced. A waiver by
22 either party of any of its rights under this Contract on any occasion shall not be a bar to the exercise of
23 the same right on any subsequent occasion or of any other right at any time.

24
25 **8.18 Incorporation of Contractor’s Proposal in Response to City’s RFP**

26
27 The Contractor’s Proposal, dated May 31, 2017, submitted in response to the City’s Request for Proposals,
28 is fully incorporated by this reference, including but not limited to collection vehicle types, customer
29 service staffing and approach, processing abilities and other commitments made in the Contractor’s
30 proposal and all associated clarifications and supplemental proposal materials or attachments. In the case
31 of conflict between the Contractor’s proposal and this Contract, the provisions of this Contract shall
32 prevail.

33
34 **8.19 Dispute Resolution**

35
36 The Parties shall attempt to resolve any and all disputes to the mutual satisfaction of both Parties by good
37 faith discussions. Throughout the duration of a dispute, the Contractor shall continue providing all Services
38 included in this Contract. Disputes not resolved in accordance with other provisions of this Contract or
39 through good faith discussions shall be submitted to non-binding mediation before a mediator selected
40 from a list of mediators acceptable to both the City and the Contractor. All costs of mediation, including
41 the City’s attorneys’ fees and expert witness fees, shall be paid for by the Contractor. Neither party may
42 initiate or commence legal proceedings prior to completion of the non-binding mediation.

43
44 **8.20 Entirety**

45
46 This Contract and the attachments affixed hereto are herein incorporated by reference and represent the
47 entire agreement or contract terms between the City and the Contractor with respect to the services to

1 be provided under this Contract. No prior written or oral statement or proposal shall alter any term or
2 provision of this Contract.

3

4 WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

5

6

7

8

9

10

11

12

13

14

15

16


By _____

Greg Brummer, Vice President
Rabanco, Ltd.

CITY OF LAKE FOREST PARK


By _____

Jeff Johnson, Mayor

Approved as to Form:

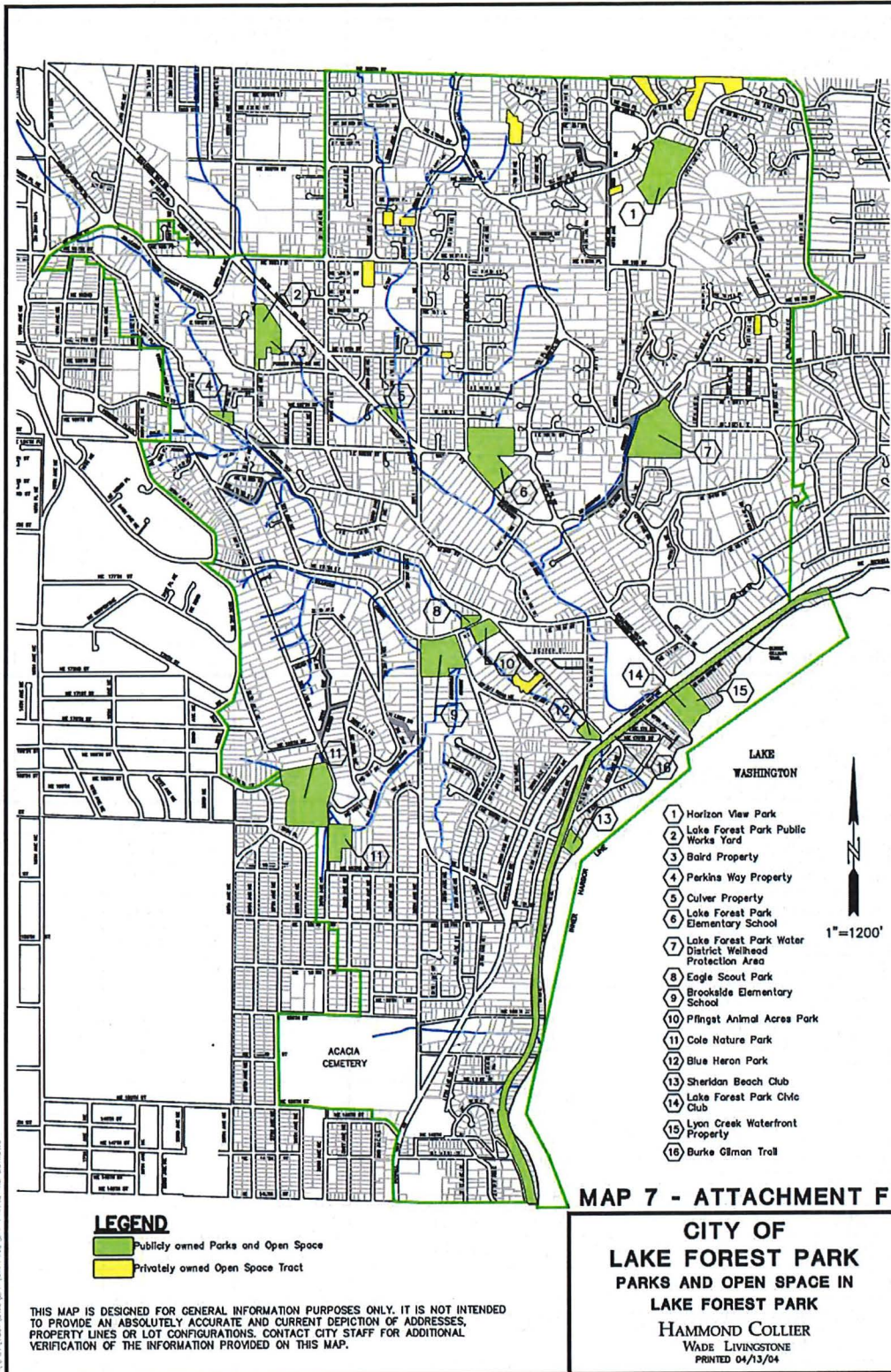
By  _____

Kim Adams Pratt, Lake Forest Park City
Attorney

1	
2	
3	Attachments
4	Attachment A: Service Area
5	Attachment B: Contractor Rates
6	Attachment C: Recyclables List
7	Attachment D: Rate Modification Example

1
2
3

Attachment A: Service Area



4

		Pounds Per Unit	Disposal Fee	Collection Fee	Total Rate
	Service Level				
Monthly	One 32 gallon Garbage Cart	24.00	\$ 1.62	\$ 13.25	\$ 14.86
Weekly	One 10 gallon Micro-Can	9.00	\$ 2.62	\$ 15.76	\$ 18.39
Residential	One 19/20-gallon Garbage Cart	12.00	\$ 3.50	\$ 16.86	\$ 20.36
Curbside	1 32/35-gallon Garbage Cart	20.00	\$ 5.83	\$ 24.43	\$ 30.26
Service	1 45-gallon Garbage Cart	27.00	\$ 7.87	\$ 29.94	\$ 37.81
	1 60/64-gallon Garbage Cart	30.00	\$ 8.75	\$ 33.58	\$ 42.33
	1 90/96-gallon Garbage Cart	45.00	\$ 13.12	\$ 43.19	\$ 56.31
	Additional 32 Gallon Cans (weekly svc)	20.00	\$ 5.83	\$ 5.11	\$ 10.94
	Extras (32 gallon equivalent)	16.00	\$ 1.08	\$ 3.17	\$ 4.24
	Miscellaneous Fees:				
	Recycling Only (no garbage service)		\$ -	\$ 10.85	\$ 10.85
	Extra Compostables (32 gallon bag/bundle/can)		\$ -	\$ 3.18	\$ 3.18
	Second 96-Gallon Compostables Cart (rental only)		\$ -	\$ 1.59	\$ 1.59
	Additional 96-Gallon Compostables Cart (for excess above limit)		\$ -	\$ 6.37	\$ 6.37
	Vacation Stand-by Fee per month (see section 4.33) if carts in place		\$ -	\$ 5.00	\$ 5.00
	Return Trip		\$ -	\$ 6.37	\$ 6.37
	Roll-out Charge, per 25 ft, per cart, per time		\$ -	\$ 3.18	\$ 3.18
	Drive-in Charge, per month		\$ -	\$ 6.37	\$ 6.37
	Overweight/Oversize container (per p/u)		\$ -	\$ 3.18	\$ 3.18
	Redelivery of one or more containers		\$ -	\$ 10.61	\$ 10.61
	Cart Cleaning (per cart per cleaning)		\$ -	\$ 10.61	\$ 10.61
On-Call	Non-CFC Containing Large Appliances ("white goods"), per item		\$ -	\$ 21.22	\$ 21.22
Bulky	Refrigerators/Freezers/Air Conditioners per item		-	\$ 31.83	\$ 31.83
Waste	Sofas, Chairs, per item	60.00	\$ 4.04	\$ 17.18	\$ 21.22
Collection	Mattresses, Boxsprings, per item	50.00	\$ 3.36	\$ 17.85	\$ 21.22
Weekly	One 20-gallon Garbage Cart	16.00	\$ 4.67	\$ 15.29	\$ 19.95
Commercial	1 32/35-gallon Garbage Cart	23.00	\$ 6.71	\$ 19.26	\$ 25.97
Can and	1 45-gallon Garbage Cart	31.00	\$ 9.04	\$ 27.22	\$ 36.26
Cart	1 60/64-gallon Garbage Cart	38.00	\$ 11.08	\$ 32.91	\$ 43.99
	1 90/96-gallon Garbage Cart	50.00	\$ 14.58	\$ 42.50	\$ 57.08
	Extras (32-gallon equivalent)	16.00	\$ 1.08	\$ 2.81	\$ 3.88
	Extras (64-gallon equivalent)	32.00	\$ 2.15	\$ 5.61	\$ 7.77
	Extras (96-gallon equivalent)	48.00	\$ 3.23	\$ 8.42	\$ 11.65
	Ancillary Fees:				
	Weekly 35-gal Cart Yard Debris/Foodwaste service		\$ -	\$ 15.89	\$ 15.89
	Weekly 64-gal Cart Yard Debris/Foodwaste service		\$ -	\$ 18.88	\$ 18.88
	Weekly 96-gal Cart Yard Debris/Foodwaste service		\$ -	\$ 21.92	\$ 21.92
	Twice-weekly 35-gal Cart Yard Debris/Foodwaste service		\$ -	\$ 31.78	\$ 31.78
	Twice-weekly 64-gal Cart Yard Debris/Foodwaste service		\$ -	\$ 37.76	\$ 37.76
	Twice-weekly 96-gal Cart Yard Debris/Foodwaste service		\$ -	\$ 43.84	\$ 43.84
	Return Trip		\$ -	\$ 6.37	\$ 6.37
	Roll-out Charge, per addtn'l 25 ft, per cart, per p/u		\$ -	\$ 1.59	\$ 1.59
	Redelivery of containers		\$ -	\$ 10.61	\$ 10.61
	Cart Cleaning (per cart per cleaning)		\$ -	\$ 10.61	\$ 10.61
Weekly	1 Cubic Yard Container	310.40	\$ 90.52	\$ 120.98	\$ 211.49
Commercial	1.5 Cubic Yard Container	465.60	\$ 135.77	\$ 147.88	\$ 283.65
Detachable	2 Cubic Yard Container	620.80	\$ 181.03	\$ 174.78	\$ 355.61
Container	3 Cubic Yard Container	931.20	\$ 271.55	\$ 244.52	\$ 516.27

	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Rate	
Monthly	One 32 gallon Garbage Cart	24.00	\$ 1.62	\$ 13.25	\$ 14.86	
Weekly Residential Curbside Service	One 10 gallon Micro-Can	9.00	\$ 2.62	\$ 15.76	\$ 18.39	
	One 19/20-gallon Garbage Cart	12.00	\$ 3.50	\$ 16.86	\$ 20.36	
	1 32/35-gallon Garbage Cart	20.00	\$ 5.83	\$ 24.43	\$ 30.26	
	1 45-gallon Garbage Cart	27.00	\$ 7.87	\$ 29.94	\$ 37.81	
	1 60/64-gallon Garbage Cart	30.00	\$ 8.75	\$ 33.58	\$ 42.33	
	1 90/96-gallon Garbage Cart	45.00	\$ 13.12	\$ 43.19	\$ 56.31	
	Additional 32 Gallon Cans (weekly svc)	20.00	\$ 5.83	\$ 5.11	\$ 10.94	
	Extras (32 gallon equivalent)	16.00	\$ 1.08	\$ 3.17	\$ 4.24	
	Miscellaneous Fees:					
		Recycling Only (no garbage service)		\$ -	\$ 10.85	\$ 10.85
		Extra Compostables (32 gallon bag/bundle/can)		\$ -	\$ 3.18	\$ 3.18
		Second 96-Gallon Compostables Cart (rental only)		\$ -	\$ 1.59	\$ 1.59
		Additional 96-Gallon Compostables Cart (for excess above limit)		\$ -	\$ 6.37	\$ 6.37
		Vacation Stand-by Fee per month (see section 4.33) if carts in place		\$ -	\$ 5.00	\$ 5.00
		Return Trip		\$ -	\$ 6.37	\$ 6.37
		Roll-out Charge, per 25 ft, per cart, per time		\$ -	\$ 3.18	\$ 3.18
		Drive-in Charge, per month		\$ -	\$ 6.37	\$ 6.37
		Overweight/Oversize container (per p/u)		\$ -	\$ 3.18	\$ 3.18
	Redelivery of one or more containers		\$ -	\$ 10.61	\$ 10.61	
	Cart Cleaning (per cart per cleaning)		\$ -	\$ 10.61	\$ 10.61	
On-Call Bulky Waste Collection	Non-CFC Containing Large Appliances ("white goods"), per item		\$ -	\$ 21.22	\$ 21.22	
	Refrigerators/Freezers/Air Conditioners per item		-	\$ 31.83	\$ 31.83	
	Sofas, Chairs, per item	60.00	\$ 4.04	\$ 17.18	\$ 21.22	
	Mattresses, Boxsprings, per item	50.00	\$ 3.36	\$ 17.85	\$ 21.22	
Weekly Commercial Can and Cart	One 20-gallon Garbage Cart	16.00	\$ 4.67	\$ 15.29	\$ 19.95	
	1 32/35-gallon Garbage Cart	23.00	\$ 6.71	\$ 19.26	\$ 25.97	
	1 45-gallon Garbage Cart	31.00	\$ 9.04	\$ 27.22	\$ 36.26	
	1 60/64-gallon Garbage Cart	38.00	\$ 11.08	\$ 32.91	\$ 43.99	
	1 90/96-gallon Garbage Cart	50.00	\$ 14.58	\$ 42.50	\$ 57.08	
	Extras (32-gallon equivalent)	16.00	\$ 1.08	\$ 2.81	\$ 3.88	
	Extras (64-gallon equivalent)	32.00	\$ 2.15	\$ 5.61	\$ 7.77	
	Extras (96-gallon equivalent)	48.00	\$ 3.23	\$ 8.42	\$ 11.65	
	Ancillary Fees:					
		Weekly 35-gal Cart Yard Debris/Foodwaste service		\$ -	\$ 15.89	\$ 15.89
		Weekly 64-gal Cart Yard Debris/Foodwaste service		\$ -	\$ 18.88	\$ 18.88
		Weekly 96-gal Cart Yard Debris/Foodwaste service		\$ -	\$ 21.92	\$ 21.92
		Twice-weekly 35-gal Cart Yard Debris/Foodwaste service		\$ -	\$ 31.78	\$ 31.78
		Twice-weekly 64-gal Cart Yard Debris/Foodwaste service		\$ -	\$ 37.76	\$ 37.76
		Twice-weekly 96-gal Cart Yard Debris/Foodwaste service		\$ -	\$ 43.84	\$ 43.84
		Return Trip		\$ -	\$ 6.37	\$ 6.37
		Roll-out Charge, per addtn'l 25 ft, per cart, per p/u		\$ -	\$ 1.59	\$ 1.59
		Redelivery of containers		\$ -	\$ 10.61	\$ 10.61
	Cart Cleaning (per cart per cleaning)		\$ -	\$ 10.61	\$ 10.61	
Weekly Commercial Detachable Container	1 Cubic Yard Container	310.40	\$ 90.52	\$ 120.98	\$ 211.49	
	1.5 Cubic Yard Container	465.60	\$ 135.77	\$ 147.88	\$ 283.65	
	2 Cubic Yard Container	620.80	\$ 181.03	\$ 174.78	\$ 355.81	
	3 Cubic Yard Container	931.20	\$ 271.55	\$ 244.52	\$ 516.27	

(compacted)	4 Cubic Yard Container	1,241.60	\$ 362.07	\$ 300.81	\$ 669.99
	6 Cubic Yard Container	1,862.40	\$ 543.10	\$ 361.40	Section 8, Item E.
Commercial Detachable Container (loose)	1 Cubic Yard, 1 pickup/week	97.00	\$ 28.29	\$ 98.07	\$ 126.36
	1 Cubic Yard, 2 pickups/week	194.00	\$ 56.57	\$ 196.12	\$ 252.69
	1 Cubic Yard, 3 pickups/week	291.00	\$ 84.86	\$ 294.19	\$ 379.05
	1 Cubic Yard, 4 pickups/week	388.00	\$ 113.15	\$ 392.26	\$ 505.41
	1 Cubic Yard, 5 pickups/week	485.00	\$ 141.43	\$ 490.32	\$ 631.76
	1.5 Cubic Yard, 1 pickup/week	145.50	\$ 42.43	\$ 120.24	\$ 162.67
	1.5 Cubic Yard, 2 pickups/week	291.00	\$ 84.86	\$ 240.48	\$ 325.34
	1.5 Cubic Yard, 3 pickups/week	436.50	\$ 127.29	\$ 360.72	\$ 488.01
	1.5 Cubic Yard, 4 pickups/week	582.00	\$ 169.72	\$ 480.96	\$ 650.68
	1.5 Cubic Yard, 5 pickups/week	727.50	\$ 212.15	\$ 601.20	\$ 813.34
	2 Cubic Yard, 1 pickups/week	194.00	\$ 56.57	\$ 142.41	\$ 198.98
	2 Cubic Yard, 2 pickups/week	388.00	\$ 113.15	\$ 284.81	\$ 397.96
	2 Cubic Yard, 3 pickups/week	582.00	\$ 169.72	\$ 427.23	\$ 596.95
	2 Cubic Yard, 4 pickups/week	776.00	\$ 226.29	\$ 569.64	\$ 795.94
	2 Cubic Yard, 5 pickups/week	970.00	\$ 282.86	\$ 712.04	\$ 994.90
	3 Cubic Yard, 1 pickup/week	291.00	\$ 84.86	\$ 199.50	\$ 284.35
	3 Cubic Yard, 2 pickups/week	582.00	\$ 169.72	\$ 399.00	\$ 568.72
	3 Cubic Yard, 3 pickups/week	873.00	\$ 254.58	\$ 598.50	\$ 853.08
	3 Cubic Yard, 4 pickups/week	1,164.00	\$ 339.44	\$ 798.00	\$ 1,137.44
	3 Cubic Yard, 5 pickups/week	1,455.00	\$ 424.29	\$ 997.49	\$ 1,421.79
	4 Cubic Yard, 1 pickup/week	388.00	\$ 113.15	\$ 245.84	\$ 358.98
	4 Cubic Yard, 2 pickups/week	776.00	\$ 226.29	\$ 491.67	\$ 717.96
	4 Cubic Yard, 3 pickups/week	1,164.00	\$ 339.44	\$ 737.50	\$ 1,076.94
	4 Cubic Yard, 4 pickups/week	1,552.00	\$ 452.58	\$ 983.34	\$ 1,435.92
	4 Cubic Yard, 5 pickups/week	1,940.00	\$ 565.73	\$ 1,229.18	\$ 1,794.91
	6 Cubic Yard, 1 pickup/week	582.00	\$ 169.72	\$ 296.88	\$ 466.60
	6 Cubic Yard, 2 pickups/week	1,164.00	\$ 339.44	\$ 593.74	\$ 933.18
	6 Cubic Yard, 3 pickups/week	1,746.00	\$ 509.15	\$ 890.60	\$ 1,399.75
	6 Cubic Yard, 4 pickups/week	2,328.00	\$ 678.87	\$ 1,187.47	\$ 1,866.34
	6 Cubic Yard, 5 pickups/week	2,910.00	\$ 848.59	\$ 1,484.34	\$ 2,332.93
	8 Cubic Yard, 1 pickup/week	776.00	\$ 226.29	\$ 366.68	\$ 592.97
	8 Cubic Yard, 2 pickups/week	1,552.00	\$ 452.58	\$ 733.35	\$ 1,185.93
	8 Cubic Yard, 3 pickups/week	2,328.00	\$ 678.87	\$ 1,100.04	\$ 1,778.91
8 Cubic Yard, 4 pickups/week	3,104.00	\$ 905.16	\$ 1,466.71	\$ 2,371.88	
8 Cubic Yard, 5 pickups/week	3,880.00	\$ 1,131.45	\$ 1,833.39	\$ 2,964.84	
Extra loose cubic yard in container, per pickup	97.00	\$ 6.53	\$ 4.08	\$ 10.61	
Extra loose cubic yard on ground, per pickup	97.00	\$ 6.53	\$ 14.69	\$ 21.22	
Detachable Container Ancillary Fees (per occurrence):					
Stand-by Time (per minute)		\$ -	\$ 1.70	\$ 1.70	
Container Cleaning (per yard of container size)		\$ -	\$ 10.61	\$ 10.61	
Redelivery of Containers		\$ -	\$ 21.22	\$ 21.22	
Return Trip		\$ -	\$ 10.61	\$ 10.61	
	Service Level (based on pick ups)	Daily Rent	Monthly Rent	Delivery Charge	Haul Charge
Commercial Drop-box Collection	Non-compacted 10 cubic yard Drop-box	\$ 3.98	\$ 79.57	\$ 127.31	\$ 163.83
	Non-compacted 15 cubic yard Drop-box	\$ 3.98	\$ 79.57	\$ 127.31	\$ 163.83
	Non-compacted 20 cubic yard Drop-box	\$ 4.24	\$ 84.87	\$ 127.31	\$ 163.83
	Non-compacted 25 cubic yard Drop-box	\$ 4.24	\$ 84.87	\$ 127.31	\$ 163.83
	Non-compacted 30 cubic yard Drop-box	\$ 4.26	\$ 90.18	\$ 127.31	\$ 163.83
	Non-compacted 40 cubic yard Drop-box	\$ 4.26	\$ 90.18	\$ 127.31	\$ 163.83
	Compacted 10 cubic yard Drop-box			\$ 159.14	\$ 200.55
	Compacted 20 cubic yard Drop-box			\$ 159.14	\$ 200.55
	Compacted 25 cubic yard Drop-box			\$ 159.14	\$ 200.55
	Compacted 30 cubic yard Drop-box			\$ 159.14	\$ 200.55
Compacted 40 cubic yard Drop-box			\$ 159.14	\$ 200.55	

	Drop-box Ancillary Fees				
	Return Trip				Section 8, Item E.
	Stand-by Time (per minute)				\$ 1.70
	Container cleaning (per yard of container size)				\$ 10.61
	Drop-box directed to other facility (per one-way mile)				\$ 3.18
	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Haul Charge
Temporary Collection Hauling	2 Yard detachable Container	194.00	\$ 13.06	\$ 66.51	\$ 79.56
	4 Yard detachable container	388.00	\$ 26.11	\$ 79.98	\$ 106.09
	6 Yard detachable container	582.00	\$ 39.17	\$ 93.44	\$ 132.61
	8 Yard detachable container	776.00	\$ 52.22	\$ 106.92	\$ 159.14
	Non-compacted 10 cubic yard Drop-box		\$ -	\$ 189.66	\$ 189.66
	Non-compacted 20 cubic yard Drop-box		\$ -	\$ 189.66	\$ 189.66
	Non-compacted 30 cubic yard Drop-box		\$ -	\$ 189.66	\$ 189.66
	Non-compacted 40 cubic yard Drop-box		\$ -	\$ 189.66	\$ 189.66
	Service Level		Delivery Fee	Daily Rental	Monthly Rental
Temporary Collection Container Rental and Delivery	2 Yard detachable container		\$ 90.18	\$ 1.70	\$ 33.95
	4 Yard detachable container		\$ 90.18	\$ 2.07	\$ 41.38
	6 Yard detachable container		\$ 90.18	\$ 2.44	\$ 48.80
	8 Yard detachable container		\$ 90.18	\$ 2.81	\$ 56.23
	Non-compacted 10 cubic yard Drop-box		\$ 143.22	\$ 3.98	\$ 79.57
	Non-compacted 20 cubic yard Drop-box		\$ 143.22	\$ 4.24	\$ 84.87
	Non-compacted 30 cubic yard Drop-box		\$ 143.22	\$ 4.51	\$ 90.18
	Non-compacted 40 cubic yard Drop-box		\$ 143.22	\$ 4.51	\$ 90.18
Event Services					Per Day
	Delivery, provision, collection of a set of 3 carts (G, R & C)				\$ 26.52
Hourly Rates	Service				Per Hour
	Rear/Side-load packer + driver				\$ 157.18
	Front-load packer + driver				\$ 157.18
	Drop-box Truck + driver				\$ 157.18
	Additional Labor (per person)				\$ 74.84

(compacted)	4 Cubic Yard Container	1,241.60	\$ 362.07	\$ 300.84	\$ 662.00
	6 Cubic Yard Container	1,862.40	\$ 543.10	\$ 361.41	Section 8, Item E.
Commercial Detachable Container (loose)	1 Cubic Yard, 1 pickup/week	97.00	\$ 28.29	\$ 98.07	\$ 126.36
	1 Cubic Yard, 2 pickups/week	194.00	\$ 56.57	\$ 196.12	\$ 252.69
	1 Cubic Yard, 3 pickups/week	291.00	\$ 84.86	\$ 294.19	\$ 379.05
	1 Cubic Yard, 4 pickups/week	388.00	\$ 113.15	\$ 392.26	\$ 505.41
	1 Cubic Yard, 5 pickups/week	485.00	\$ 141.43	\$ 490.32	\$ 631.76
	1.5 Cubic Yard, 1 pickup/week	145.50	\$ 42.43	\$ 120.24	\$ 162.67
	1.5 Cubic Yard, 2 pickups/week	291.00	\$ 84.86	\$ 240.48	\$ 325.34
	1.5 Cubic Yard, 3 pickups/week	436.50	\$ 127.29	\$ 360.72	\$ 488.01
	1.5 Cubic Yard, 4 pickups/week	582.00	\$ 169.72	\$ 480.96	\$ 650.68
	1.5 Cubic Yard, 5 pickups/week	727.50	\$ 212.15	\$ 601.20	\$ 813.34
	2 Cubic Yard, 1 pickups/week	194.00	\$ 56.57	\$ 142.41	\$ 198.98
	2 Cubic Yard, 2 pickups/week	388.00	\$ 113.15	\$ 284.81	\$ 397.96
	2 Cubic Yard, 3 pickups/week	582.00	\$ 169.72	\$ 427.23	\$ 596.95
	2 Cubic Yard, 4 pickups/week	776.00	\$ 226.29	\$ 569.64	\$ 795.94
	2 Cubic Yard, 5 pickups/week	970.00	\$ 282.86	\$ 712.04	\$ 994.90
	3 Cubic Yard, 1 pickup/week	291.00	\$ 84.86	\$ 199.50	\$ 284.35
	3 Cubic Yard, 2 pickups/week	582.00	\$ 169.72	\$ 399.00	\$ 568.72
	3 Cubic Yard, 3 pickups/week	873.00	\$ 254.58	\$ 598.50	\$ 853.08
	3 Cubic Yard, 4 pickups/week	1,164.00	\$ 339.44	\$ 798.00	\$ 1,137.44
	3 Cubic Yard, 5 pickups/week	1,455.00	\$ 424.29	\$ 997.49	\$ 1,421.79
	4 Cubic Yard, 1 pickup/week	388.00	\$ 113.15	\$ 245.84	\$ 358.98
	4 Cubic Yard, 2 pickups/week	776.00	\$ 226.29	\$ 491.67	\$ 717.96
	4 Cubic Yard, 3 pickups/week	1,164.00	\$ 339.44	\$ 737.50	\$ 1,076.94
	4 Cubic Yard, 4 pickups/week	1,552.00	\$ 452.58	\$ 983.34	\$ 1,435.92
	4 Cubic Yard, 5 pickups/week	1,940.00	\$ 565.73	\$ 1,229.18	\$ 1,794.91
	6 Cubic Yard, 1 pickup/week	582.00	\$ 169.72	\$ 296.88	\$ 466.60
	6 Cubic Yard, 2 pickups/week	1,164.00	\$ 339.44	\$ 593.74	\$ 933.18
	6 Cubic Yard, 3 pickups/week	1,746.00	\$ 509.15	\$ 890.60	\$ 1,399.75
	6 Cubic Yard, 4 pickups/week	2,328.00	\$ 678.87	\$ 1,187.47	\$ 1,866.34
	6 Cubic Yard, 5 pickups/week	2,910.00	\$ 848.59	\$ 1,484.34	\$ 2,332.93
	8 Cubic Yard, 1 pickup/week	776.00	\$ 226.29	\$ 366.68	\$ 592.97
	8 Cubic Yard, 2 pickups/week	1,552.00	\$ 452.58	\$ 733.35	\$ 1,185.93
	8 Cubic Yard, 3 pickups/week	2,328.00	\$ 678.87	\$ 1,100.04	\$ 1,778.91
	8 Cubic Yard, 4 pickups/week	3,104.00	\$ 905.16	\$ 1,466.71	\$ 2,371.88
	8 Cubic Yard, 5 pickups/week	3,880.00	\$ 1,131.45	\$ 1,833.39	\$ 2,964.84
	Extra loose cubic yard in container, per pickup	97.00	\$ 6.53	\$ 4.08	\$ 10.61
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	Compacted 30 cubic yard Drop-box			\$ 159.14	\$ 200.55
Compacted 40 cubic yard Drop-box			\$ 159.14	\$ 200.55	

Drop-box Ancillary Fees					
	Return Trip				Section 8, Item E.
	Stand-by Time (per minute)				\$ 1.70
	Container cleaning (per yard of container size)				\$ 10.61
	Drop-box directed to other facility (per one-way mile)				\$ 3.18
	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Haul Charge
Temporary Collection Hauling	2 Yard detachable Container	194.00	\$ 13.06	\$ 66.51	\$ 79.56
	4 Yard detachable container	388.00	\$ 26.11	\$ 79.98	\$ 106.09
	6 Yard detachable container	582.00	\$ 39.17	\$ 93.44	\$ 132.61
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	Non-compacted 10 cubic yard Drop-box		\$ -	\$ 189.66	\$ 189.66
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	Non-compacted 30 cubic yard Drop-box		\$ -	\$ 189.66	\$ 189.66
	Non-compacted 40 cubic yard Drop-box		\$ -	\$ 189.66	\$ 189.66
	Service Level		Delivery Fee	Daily Rental	Monthly Rental
Temporary Collection Container Rental and Delivery	2 Yard detachable container		\$ 90.18	\$ 1.70	\$ 33.95
	4 Yard detachable container		\$ 90.18	\$ 2.07	\$ 41.38
	6 Yard detachable container		\$ 90.18	\$ 2.44	\$ 48.80
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Event Services					Per Day
	Delivery, provision, collection of a set of 3 carts (G, R & C)				\$ 26.52
	Service				Per Hour
Hourly Rates	Rear/Side-load packer + driver				\$ 157.18
	Front-load packer + driver				\$ 157.18
	Drop-box Truck + driver				\$ 157.18
	Additional Labor (per person)				\$ 74.84

Attachment C: Recyclables List

Recyclable Item	Curb	Call-in	Handling Instructions	Limitations
Aluminum – All clean aluminum cans, trays, pie tins, and clean food containers	X		Place in recycling Container	
Appliances (large) – Refrigerators, freezers, stoves, dishwashers, washing machines, water heaters		X	Call to request pick-up at least three days before regular collection day	Single family only.
Appliances (small) – Microwave ovens, toaster ovens		X	Call to request pick-up at least three days before regular collection day	Single family only.
Corrugated Cardboard – All corrugated cardboard boxes	X		All corrugated cardboard boxes smaller than three (3) feet square place in or next to recycling Container. Corrugated cardboard boxes larger than three (3) feet square must be flattened	
Electronics – Computer equipment, VCRs, DVD players, audio equipment, televisions, cell phones and other equipment containing circuit boards		X	Call to request pick-up at least three days before regular collection day	Scrap electronics that are no bigger than 2 feet by 2 feet per unit in size and less than 60 pounds per unit. Single family only.
Fluorescent Tubes and Bulbs	X		Wrap tubes in newspaper and secure with tape. Mark “Fluorescent Tubes”. Place bulbs in a sealed bag. Place next to recycling cart.	Limit: Two (2) tubes per collection, ten (10) tubes per year. No tubes longer than 4 feet. Single family only.
Glass Containers – All colored or clear jars and bottles, rinsed, with lids removed	X		Empty, remove lids, and place in recycling Container.	
Household Batteries – All alkaline, button, and rechargeable batteries	X		Place rechargeable and non-rechargeable batteries in separate, sealed clear bags. Place on top of recycling Cart.	Single family only.
Motor Oil	X		Place in screw-top plastic jugs, labeled with the Customer’s address and placed next to the Customer’s Recycling Cart.	Up to three (3) gallons of motor oil per week that is free from contaminants
Paper – All clean mixed paper, colored paper, magazines, phone books, catalogues, advertising supplements	X		Place in recycling Container.	
Paper Containers – All empty paper cups and paper food cartons.	X		Empty, clean, place in recycling Container.	
Plastic Containers – All plastic bottles, jugs, tubs, lids >3”, and containers, including plastic drink cups, clamshells, food containers and trays, plant pots, over-the-counter pill bottles	X		Empty, clean, place in recycling Container.	Plastic bottles, jugs, tubs or containers that have hazardous or toxic products, such as motor oil or pesticides are excluded.
Polycoated Cartons and Boxes – All plastic coated cartons, beverage cups, and boxes	X		Flatten, empty, clean, and place in recycling Container.	

Attachment C: Recyclables List				
Recyclable Item	Curb	Call-in	Handling Instructions	Limitations
Propane Canisters (small) - Small disposable camping style propane canisters		X	Place items next to recycling Cart.	No large propane tanks.
Rigid Plastics – All five-gallon buckets, PVC pipes, laundry baskets, plastic lawn furniture, plastic toys, coolers, and Nalgene bottles	X	X Large Items	Place items in or next to recycling Cart. One dimension of object must be less than 2”.	Call at least three days before regular collection day to collect large (i.e. all dimensions greater than 2”). Single family only.
Scrap Metal – All ferrous and non-ferrous scrap metal, including lids > 3” free of wood, rubber, and other contaminants	X	X Large Items	Small items: Place in recycling Container or secure (e.g. bundle or box) next to recycling Container. Large items: Call to request pickup at least 24 hours before regular service day.	Small items: Less than 2’ x 2’ and 35 lbs. Less than 5% non-metal parts. Large items: Larger than 2’ x 2’. Call to request pick-up. Single family only
Styrofoam™ Blocks – Clean expanded polystyrene (blocks, sheets, cups, and take-out containers) and expanded polyethylene foam (sheets and blocks)		X	Contain blocks in a clear or white sealed plastic bag. Secure from wind.	No packing peanuts, lined or sealed foam, or soft foam. Request a pick-up three days before collection day. Single family only.
Textiles - Clean usable clothing and linens, paired shoes, boots and socks, sheets, towels, tablecloths, curtains, blankets and bedspreads, stuffed animals, purses, wallets, backpacks & totes, belts, hats and caps, scarves		X	Placed in a plastic or paper bag. Label "Clothing" and place bag(s) at the curb next to recycling cart.	Request a pick-up three days before collection day. Single family only.
Tin Cans – All clean food and beverage tin cans and tin lids 3” or larger	X		Place in recycling Container.	
Used Cooking Oil	X	X	Seal uncontaminated oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to recycling Cart.	Limit: Three (3) gallons per pick-up and ten (10) gallons per year. Single family only.
Wood Scraps		X	Clean, unpainted, untreated wood, plywood, pallets, dimensional lumber and crates (some metal fittings and nails allowed). Material must be placed in cardboard box next to the recycling Cart and labeled “Wood Waste”.	Single family only.

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Attachment D
Fee Modification Examples

The collection and disposal components of the Customer charges listed in Attachment B will be adjusted separately, as appropriate. The collection component of Customer charges will be adjusted annually, pursuant to this Section and as described below. The disposal component of the Customer charges listed in Attachment B will be adjusted only if the City receives notification from the County of a pending disposal fee adjustment, and will not become effective until the new disposal charges become effective and are actually charged to the Contractor. Formulas for both collection and disposal rate adjustments are provided as follows:

Collection Component Adjustment

The collection fee (including the embedded Administrative Fee component) listed in Attachment B will be increased as follows:

$$NCC = PCC \times 1.035$$

- Where NCC = The new collection (including Administrative Fee), component of the customer rate for a particular service level; and
- PCC = The previous collection (including Administrative Fee) of the Customer rate for a particular service level; and

Disposal Component Adjustment

In the case of a disposal fee modification at County disposal facilities, the disposal component of each service level will be adjusted as follows:

Step 1:

$$A = ODC \times \frac{NTF}{OTF}$$

Step 2:

$$NDC = A + [A - ODC] \times (CETR + CAFR)$$

- Where NDC = The new disposal charge component of the customer rate for a particular service level; and
- NTF = The new disposal fee, dollars per ton; and
- ODC = The old disposal charge component of the customer rate for a particular service level;



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date October 26, 2023

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Resolution 23-1926/Authorizing the Mayor to accept the Department of Commerce Growth Management Act Periodic Update Grant FY2024

Legislative History

- First Presentation – October 26, 2023, Regular City Council Meeting

Attachments:

1. Resolution 23-1926
2. Growth Management Act Periodic Update Grant – FY2024

Executive Summary

The Department of Commerce has awarded the city a grant in an amount not to exceed \$62,500 to assist with the planning work for the completion of the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).

The funds provided by this grant will complement the city’s limited funds available for this effort in the Community Development Department professional services budget.

The grant is effective on a reimbursement basis from July 1, 2023, through June 30, 2024.

Background

As part of the comprehensive plan update, several deliverables were identified that fit within the timeline of the grant. Included in the Scope of Work for the grant is:

- Draft Housing Needs Assessment (HNA)
- Mandatory review and update of individual comprehensive plan elements, including Land Use, Housing (informed by HNA), Transportation, Capital Facilities, and Utilities

- Optional elements include Environmental Quality and Shorelines, Economic Development, Human Services (informed by HNA), and Recreation and Open Space
- Climate change
- SEPA Review

The city’s consultant for the Comprehensive Plan Update, SCJ, is on target for the delivery dates identified in the scope of work. They are currently completing the Draft HNA for review by the Planning Commission at their November 14, 2023, meeting.

Fiscal & Policy Implications

Acceptance of this grant would support the Planning Department Professional Services budget, providing additional capacity in that budget through the remainder of the biennium.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Authorize the mayor to accept the grant on behalf of the city.	Costs currently funded by the Planning Department Professional Services budget for the Comprehensive Plan Update will be offset by \$62,500.
<ul style="list-style-type: none">• Do not accept the grant.	The full cost of the Comprehensive Plan Update will be funded by the city.

Staff Recommendation

Following review of the attached grant document, staff recommends council pass Resolution 23-1926, authorizing the Mayor to accept the Department of Commerce Growth Management Act Periodic Update Grant FY2024.

RESOLUTION NO. 23-1926

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF COMMERCE FOR ASSISTANCE WITH COMPREHENSIVE PLANNING WORK

WHEREAS, under the Growth Management Act (GMA), the City is required to update its comprehensive plan by the end of 2024; and

WHEREAS, the Department of Commerce has awarded the City a grant of \$62,500 to assist with the 2024 review and update of the comprehensive plan as required by the GMA; and

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

Section 1 AGREEMENT. Authorizes the Mayor to sign the grant agreement, attached as **Exhibit A**, with the Department of Commerce for the 2024 review and update of the comprehensive plan.

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, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean

City Clerk

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



Interagency Agreement with

City of Lake Forest Park

through

Growth Management Services

**Contract Number:
24-63335-217**

For

GMA Periodic Update Grant – FY2024

Dated: Date of Execution



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Section 9, Item A.

Face Sheet

Contract Number: 24-63335-217

**Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

1. Contractor City of Lake Forest Park 17425 Ballinger Way NE Lake Forest Park, WA 98155		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Phillip Hill ICMA-CM City Administrator 206.957.2802 phill@cityofflp.gov		4. COMMERCE Representative Ted Vanegas Senior Planner (360) 725-3031 ted.vanegas@commerce.wa.gov	
5. Contract Amount \$62,500	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
9. Federal Funds (as applicable) N/A		8. End Date June 30, 2024	
10. Tax ID # N/A		11. SWV # SWV0018019-00	
12. UBI # 601-140-623		13. UEI # N/A	
14. Contract Purpose Grant funding to assist the City of Lake Forest Park with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget.			
Signature Block on next page			



FOR CONTRACTOR

Jeff Johnson, Mayor
City of Lake Forest Park

Date

Kim Adams Pratt, City Attorney

Date

Matt McLean, City Clerk

Date

FOR COMMERCE

Mark K. Barkley, Assistant Director
Local Government Division

Date

**APPROVED AS TO FORM ONLY
BY ASSISTANT ATTORNEY GENERAL
APPROVAL ON FILE**

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **sixty-two thousand, five hundred dollars (\$62,500)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-217. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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

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

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will

be paid by any other source, including grants, for that service.

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget (Attachment B) that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B) that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

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

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

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

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management



practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

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

Attachment A: Scope of Work

Tasks / Actions / Deliverables	Description	End Date
Task 5	Housing Needs Assessment (HNA)	
Action(s)	Prepare HNA addressing housing needs in the City based on the forecasted growth, existing housing stock and land use assumptions. HNA will include a plan for accommodating the projected growth through the planning horizon, including housing needs for people across all income levels	October 2023
Deliverable(s)	Draft HNA	October 31, 2023
Task 6	Review and Update of Individual Comprehensive Plan Elements	
Action(s)	<p>Prepare technical analyses, develop goals and policies, and facilitate Planning Commission review of draft updates to individual elements of the Comprehensive Plan. Ensure consistency with Washington Growth Management Act, Puget Sound Regional Council Vision 2050, and King County Countywide Planning Policies guidance and requirements.</p> <p>Mandatory Elements: Land Use, Housing (informed by HNA), Transportation, Capital Facilities and Utilities</p> <p>Optional Elements: Environmental Quality and Shorelines, Economic Development, Human Services (informed by HNA), and Recreation and Open Space</p> <p>New Element: Climate Change (informed by Climate Action Committee's Climate Action Plan)</p>	May 2024

Action(s)	Public Workshops on Planning Commission recommended Comp Plan Update	May 2024
Deliverable(s)	Planning Commission recommended Comprehensive Plan Update	May 31, 2024
Task 7	SEPA Review	
Action(s)	Review potential environmental impacts under the State Environmental Policy Act and issue a SEPA determination. Determination will be issued after the Planning Commission has held public workshops and approved its recommended draft updates	June 2024
Deliverable(s)	SEPA Determination	June 30, 2024





Attachment B: Budget

Year 2 Task/Deliverable	Year 2 Amount
Task 5: Draft Housing Needs Assessment	\$35,000
Task 6: Planning Commission recommended Comprehensive Plan Update	\$25,000
Task 7: SEPA Determination	\$2,500
Total Grant (SFY 2024 only)	\$62,500

Internal routing form. Will be deleted after contract fully signed.

Commerce GMS programs - Contract review and routing form

Reviewer	Name	Initials and Date
Budget Analyst	Corina Campbell	 10/10/2023 12:16 PM PDT
GMS Managing Director	Dave Andersen	 10/11/2023 7:49 AM PDT
Deputy Assistant Director – LGD	Tony Hanson	

Certificate Of Completion

Envelope Id: 106BDA8489234710A8CC61045ED152B6	Status: Sent
Subject: Complete with DocuSign: Lake Forest Park PUG Contract	
Division:	
Local Government	
Program: PUG	
ContractNumber: 24-63335-217	
DocumentType: Contract	
Source Envelope:	
Document Pages: 16	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ashley Murphy
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1011 Plum Street SE
	MS 42525
	Olympia, WA 98504-2525
	ashley.murphy@commerce.wa.gov
	IP Address: 147.55.149.156

Record Tracking

Status: Original	Holder: Ashley Murphy	Location: DocuSign
10/17/2023 12:14:43 PM	ashley.murphy@commerce.wa.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington State Department of Commerce	Location: DocuSign

Signer Events

Signature	Timestamp
Kim Adams Pratt	Sent: 10/17/2023 12:16:42 PM
kim@madronalaw.com	Viewed: 10/17/2023 12:46:26 PM
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
 Accepted: 10/17/2023 12:46:26 PM
 ID: de903fdf-3b71-4b24-8b70-f293de35f150

Jeff Johnson
 jjohnson@cityofffp.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 6/15/2023 4:51:25 PM
 ID: 8effd82c-129d-48d3-8f40-1501b45faf55

Matt McLean
 mmclean@cityofffp.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Tony Hanson
 tony.hanson@commerce.wa.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Mark Barkley
 mark.barkley@commerce.wa.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Paul Johnson paul.johnson@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/17/2023 12:16:41 PM
Phillip Hill phill@cityoffp.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/17/2023 12:16:43 PM Viewed: 10/17/2023 12:18:52 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2023 12:16:41 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date October 26, 2023

Originating Department Public Works

Contact Person Jeffrey Perrigo, Director of Public Works

Title Resolution 23-1927/Authorizing the Mayor to sign a service agreement with Pat’s Trees and Landscape Inc. for 2023-2025 Tree Service

Legislative History

- First Presentation - October 12, 2023 Regular Council Meeting
- Second Presentation - October 26, 2023 Regular City Council Meeting

Attachments:

1. Resolution 23-1927/Authorizing the Mayor to Sign a Services Agreement with Pat’s Trees and Landscape Inc. for 2023-2025 Tree Service.
2. Services Agreement with Pat’s Tree and Landscape, Inc.

Executive Summary

The Department of Public Works (“DPW”) recommends the award of the attached contract for 2023-2025 Tree Service to Pat’s Tree and Landscape, Inc. (“Contractor”). The Contractor submitted the lowest responsible bid in response to the City’s Invitation to Bid. This will be a unit-price-based services contract that uses a work order process to authorize limited scopes of work. DPW anticipates that the combined value of work orders will not exceed \$304,890.00, and has included that in the contract as the “not to exceed” amount. Funding to support the full amount of the contract is available in the City’s Streets Fund and Parks Fund.

Background

DPW occasionally requires the support of a tree services contractor to complete tree management work that is beyond DPW’s capacity to self-perform. These services include branch trimming, stump grinding, tree removal, and related vegetative work. DPW has historically retained this support through small direct engagements with a qualified vendor. This procurement approach was appropriate for the historically infrequent, low-value nature of these work assignments. Recently, DPW has required

vendor support of its tree and vegetation management work with increased frequency, and the combined value of individual engagements triggers competitive bidding. Due to climate change effects, DPW expects this upward trend in tree and vegetative service support to continue through the next several years. Accordingly, DPW distributed an Invitation to Bid on a City “2023-2025 Tree Service” contract to companies included in the applicable Municipal Research and Services Center (MRSC) roster on October 9, 2023. DPW received one bid in response to this invitation on October 18, 2023, and has determined that the Contractor submitted the lowest responsible bid.

Fiscal & Policy Implications

The cost of this contract is supported by the City’s Streets Fund 101 and Parks Fund 001. The contract price will be \$304,890.00 and does not need any additional budget allocations.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Adopt Resolution	The City will execute the Service Agreement with Pat’s Tree and Landscape, Inc.
<ul style="list-style-type: none">• No Action	The City will not execute the Service Agreement. This may impact DPW’s ability to address occasional tree management needs that this contract would support.

Staff Recommendation

Review the proposed contract amendment, provide staff with any additional questions or feedback, and approve the contract.

RESOLUTION NO. 23-1927

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN SERVICES AGREEMENT WITH PAT’S TREES AND LANDSCAPE INC. FOR 2023-2025 TREE SERVICE.

WHEREAS, the City requires vendor support to complete routine tree management services and properly solicited bids from tree service providers included in the Municipal Research Service Center (MRSC) roster to contract with the City for these services; and

WHEREAS, Pat’s Trees and Landscape Inc. submitted the lowest responsible bid in response to the City’s Invitation to Bid.

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the services agreement with Pat’s Trees and Landscape 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 26th day of October, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

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

**CITY OF LAKE FOREST PARK
SERVICES AGREEMENT
Agreement Title: 2023-2025 Tree Service**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and Pat's Trees and Landscape Inc., a Washington corporation, (the "Contractor"), and is dated the last date signed below.

Contractor Business: Pat's Trees and Landscape Inc.
Contractor Address: PO Box 82514, Kenmore, WA 98028
Contractor Phone: 425-766-4482
Contact Name Patrick See
Contractor e-mail: pseestrees@hotmail.com

Federal Employee ID No.: 473996047

Authorized City Representative for Jeffrey Perrigo
this contract:

WHEREAS, the City requires vendor support to complete routine tree management services and properly solicited bids from tree service providers included in the Municipal Research Service Center (MRSC) roster to contract with the City for these services; and

WHEREAS, the Contractor submitted the lowest responsible bid in response to the City's Invitation to Bid;

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

1. Employment of Contractor. The City retains the Contractor to provide the services described in Exhibit A incorporated herein, for 2023-2025 Tree Service ("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 Contractor 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 Patrick See. 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 Work Order(s) and it shall be completed no later than twelve months following the date the Contract is fully executed ("Contract Time") unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Contractor 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 Contractor for the Work in Exhibit A, including all services and expenses, shall not exceed three hundred four thousand eight hundred ninety Dollars (\$304,890.00) ("Contract Price") for the Exhibit A Work. Contractor shall invoice the City monthly on the basis of the portion of the Work completed each month by the Contractor and sub-contractors.

B. Contractor shall be paid in such amounts and in such manner as described in Exhibit B.

C. Contractor shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred.

D. The City has budgeted for the full Contract Price but does not warrant expressly or by implication that this level of expenditure will occur during the Contract Time. The City does not warrant expressly or by implication that the actual quantities of Work will correspond with the estimated quantities provided in Exhibit B. The actual quantities of Work provided under this Contract may vary substantially from the estimated quantities used to determine the basis of award, and the Contractor is not entitled to any adjustment in its unit prices as a result of any variation, no matter how significant, between the actual Work performed and the estimated quantities used for purposes of determining the basis of award.

E. Individual work orders issued during the contract, if any, are expected to have a minimum value of five hundred dollars (\$500.00). If the City issues a work order to the Contractor valued less than \$500, the Contractor shall be permitted to negotiate cost premiums applicable to such small quantities of Work with the City prior to beginning work on the work order.

F. Portions of the Work performed within public right of way qualify as exempt from sales tax per Washington State Revenue Rule 171 (WAC 458-20-171). No separate, distinct sales tax monies will be reimbursed to the Contractor for execution of tax-exempt Work.

3. Request for Payment.

A. Not more than once every thirty days the Contractor shall send electronically to 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 Contractor shall submit all reports and other documents specified in Exhibits A according to the schedule established in Exhibits A. If, after review by the City, the information is found to be unacceptable, Contractor, at its expense, shall expeditiously correct such unacceptable work. If Contractor 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 Contractor'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 Contractor ("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 Contractor shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Contractor’s material breach, the Contractor 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 Contractor actual notice in a timely manner.

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

7. Indemnification. To the extent provided by law and irrespective of any insurance required of the Contractor, the Contractor shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Contractor agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of Contractor’s employees. As to such claims and with respect to the City only, Contractor waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONTRACTOR.

As used in this paragraph: (1) “City” includes the City’s officers, employees, agents, and representatives; (2) “Contractor” includes employees, agents, representatives sub-contractors; and (3) “Claims” include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney’s fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Contractor shall ensure that each sub-contractor shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph.

8. Insurance.

A. Contractor shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Contractor’s expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Contractor’s insurance shall be rated by A. M. Best Company at least “A” or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers’ Compensation Insurance as required by Washington law and Employer’s Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Contractor shall require each sub-contractor to provide Workers’ Compensation Insurance for its employees, unless the Contractor covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual

aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Contractor performs any Work, Contractor shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirements.

C. Contractor shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Contractor shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Contractor insurance in the name of the Contractor and deduct the cost of providing and maintaining such insurance from any sums due to Contractor under this Agreement, or the City may demand Contractor to promptly reimburse the City for such cost.

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

10. Employment. The Contractor warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Contractor's records and documents with respect to all matters covered by this Agreement.

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

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

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

OR

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

15. Waiver. Any waiver by the Contractor 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.

16. 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.

17. 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 Contractor.

18. 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.

19. Notices.

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

City of Lake Forest Park
Attn: Jeffrey Perrigo, Public Works Director
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

Pat's Tree and Landscape, Inc.
Attn: Patrick See
PO Box 82514
Kenmore, WA 98028

20. 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.

21. 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 Contractor have executed this Agreement as of the date first above written

<p>CITY OF LAKE FOREST PARK WASHINGTON</p> <p>By: _____ Jeff Johnson, Mayor</p> <p>_____ Date</p>	<p>CONTRACTOR:</p> <p>By _____</p> <p>Its:</p> <p>Date: _____</p>
<p>APPROVED AS TO FORM:</p> <p>_____ Kim Adams Pratt, City Attorney</p> <p>Date: _____</p>	

EXHIBIT A - SPECIFICATIONS

A. Location

1. All Work will be performed within the incorporated limits of the City of Lake Forest Park, WA.
2. All Work is expected to occur on public property including City right of way and City-owned parcels. If Work must be performed on private property, the City will obtain Right of Entry from property owners prior to the Contractor’s execution of the Work.
3. Work may be required on uneven terrain, steep slopes, and at other locations that may be difficult to access.
4. As the Work of this unit price contract is not planned, specific Work sites have not yet been identified. References herein to “Work site” are meant to refer to specific locations identified in Work Orders the City may issue to the Contractor. Each “Work site” includes the total area temporarily occupied by the Contractor during performance of Work.

B. Normal Working Hours

1. The normal hours of Work applicable to this contract shall be eight hours per day within a timeframe beginning no earlier than 7:00 AM and ending no later than 5:00 PM. Normal working hours shall also occur Monday to Friday, excluding the following City-observed holidays:

New Year’s Day
Martin Luther King, Jr. Day
President’s Day
Memorial Day
Independence Day
Labor Day
Veterans’ Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

C. General Requirements

1. The Contractor shall perform Work in accordance with these General Requirements. Unless stated otherwise, the cost(s) of any sort whatsoever that may be required to conform to these General Requirements shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.
2. The Contractor shall provide supervision of the Work and shall ensure:
 - i. Personnel engaged in the Work shall be qualified and appropriately certified or licensed to perform tasks assigned to them.
 - ii. Crews assigned to perform Work shall be appropriately sized and equipped to complete the Work efficiently and in accordance with contract’s quality, safety, and other requirements.
 - iii. Tools and equipment used to perform Work shall be of sufficient design, size, and condition to complete the Work efficiently and in accordance with contract’s quality, safety, and other requirements.
3. The Contractor shall complete Work in conformance to the latest revision of ANSI Z133.1 “American National Standard for Arboricultural Operations - Safety Requirements,” available from the American National Standards Institute, the National

Arborist Association, or the International Society of Arboriculture. Where the standards or practices of ANSI Z133.1 differ from those listed in these specifications, the standards and practices in these specifications shall prevail.

4. Protection of Work and Property

- i. The Contractor shall be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.
- ii. The Contractor shall furnish, install, implement, and maintain all necessary safeguards for protection of human health and safety, property, and the environment during performance of the Work. Required safeguards include, but are not limited to:
 - a. Fences, railing, barricades, lighting, posting of warning signs, and other warnings against hazards.
 - b. Operational and occupational health and safety practices established by industry standards and applicable regulations (e.g. OSHA, WISHA).
 - c. All temporary work zone traffic control measures that may be necessary to effect the safe and orderly diversion of vehicular, pedestrian, and bicycle traffic around the Work site. Temporary traffic control shall comply with the latest revision of Part VI of the Federal Highway Administration’s Manual on Uniform Traffic Control Devices (MUTCD). If the use of traffic control flaggers is required, separate payment for this service shall be made under Bid Item BI #4. Road closures shall not be implemented as a traffic control measure without the City’s prior authorization.
- iii. The Contractor shall prevent trees or tree parts from falling and creating damage to adjacent homes driveways, streets, sidewalks, landscaping and other property during Work performed under this contract. Any property damage that results from Work under this Contract shall be remedied by the Contractor.
- iv. The Contractor shall ensure that public or private rights of way affected by the Work are passable at the end of each day before the work crew leaves the Work site unless authorization is given by the City to do otherwise. Contractor shall remove and dispose all brush and other debris caused by the Work performed from streets and sidewalks. Debris removal shall be accomplished by sweeping or other means sufficient to prevent mobilization of debris beyond the Work site by natural or other forces such as wind, stormwater runoff or surface water flows, tracking by vehicles, etc.

5. Permits

- i. Contractor shall obtain all required permits from local, state, federal, or other jurisdictional agencies that may exercise authority over the Work. Contractor shall provide evidence of all permit applications, issued permits and approvals to the City upon request.
- ii. Contractor shall submit payment of applicable permit application or issuance fees to jurisdictional agencies and is permitted to invoice the City for reimbursement of this expense. The Contractor’s costs to prepare and submit applications, manage and close out issued permits, and perform other

permitting-related services shall be incidental to the Work and not eligible for separate payment. Contractor is advised that the City is exempt from fees associated with City-issued land use permits.

6. Work Orders

- i. Following contract execution, the City will authorize completion of limited amounts of Work through the issuance of Work Orders. Work Orders shall describe the scope of Work, the Work site location, and the time allowed to complete the Work (“allotted time”). The City’s process for authorizing Work Orders may vary according to the urgency of the Work, as described herein.
- ii. Scheduled Work Orders
 - a. For work that does not require the Contractor’s immediate response, the City shall issue a Scheduled Work Order to the Contractor. Upon receipt of the City’s Scheduled Work Order, Contractor shall prepare a proposal including the estimated quantity of Work and total price and submit to the City for review and approval prior to beginning work. Proposals shall be itemized per Bid Items (see Section D) and shall note the quantity, unit price, and total price for each type of Bid Item work required.
 - b. If the City approves the Contractor’s proposal and authorizes the Contractor to complete the associated Work, the Contractor shall complete the Work within the allotted time and price specified in the Scheduled Work Order and approved proposal, respectively. Contractor shall notify the City as soon as they become aware of any conditions that may prevent the completion of Work within the allotted time or approved price.
- iii. Urgent Work Orders
 - a. The City may issue Urgent Work Orders to the Contractor if their immediate response is necessary to address active or emerging threats to human health, safety, or property, or other impacts and risks. Within one (1) hour of receipt of an Urgent Work Order, the Contractor shall provide to City an appropriately sized and equipped crew of laborers and/or operators. The City’s issuance of an Urgent Work Order shall constitute its authorization for the Contractor to proceed with the associated Work.
 - b. The Contractor shall be available to respond to Urgent Work Orders 24 hours per day, 365 days per year.
 - c. For the duration of Urgent Work that occurs during normal working hours, the Contractor will be compensated at the applicable hourly rate(s) for standard Bid Item work established in the Pricing Proposal.
 - d. If Urgent Work occurs outside of normal working hours, or requires the performance of non-standard types of Work, the City may direct the Contractor to proceed with Work on a time and material basis. The Contractor shall submit documentation of all related labor, material, equipment, and other costs with their request for payment for such Work. Any City-approved charges for such Work shall be charged to Bid Item #16 (see Section D) on the Contractor’s invoice.

7. Inspections and Correction of Work

- i. All Work, all materials, whether incorporated into the Work or not, all processes of manufacture, and all methods of construction will be, at all times and places, subject to the inspection of the City, whose representatives shall be the final judge of the quality and consistency with this contract. Should these fail to meet this approval they will be forthwith redone, made good, replaced, and/or covered, as the case may be, by the Contractor at their own expense. Rejected material will be removed immediately from the Work site. If, in the opinion of the City, it is undesirable to correct any defective Work, the compensation to be paid to the Contractor shall be reduced by such amount as in the judgment of the City shall be equitable.

D. Bid Item Specifications

The Bid Items (BI) described in this section correspond to the Bid Items noted in the Proposal Form in the Invitation to Bid. Contractor shall provide and bear the expense of all labor, supervision, travel, fuel, equipment, materials, tools, and other provisions that may be required to perform BI #1-16 work. Specifications for execution, measurement, and payment of Work are as follows:

1. LABOR BID ITEMS

1.1 BID ITEM #1 – MAINTENANCE TRIMMING & PRUNING LABORER

- i. Description
 - This Bid Item shall include, but not be limited to, the work of a laborer, including supervisors or foremen, to perform maintenance trimming and pruning.
- ii. Execution
 - Remove dead, dying, diseased, decaying, interfering, objectionable, obstructing, and weak branches from the main trunk and/or crown as directed in Work Order.
 - Load removed plant material for hauling.
 - Perform all BI #1 work in conformance to the latest revision of ANSI A300, “Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance”.
- iii. Measurement and Payment
 - BI #1 work will be measured and paid per hour of laborer’s engagement in BI #1 work at the Work site.

1.2 BID ITEM #2 – TREE FALLING & BUCKING LABORER

- i. Description
 - This Bid Item shall include, but not be limited, the work of a laborer, including supervisors or foremen, to perform falling and bucking of trees of all sizes.
- ii. Execution
 - Remove trees identified in Work Order.
 - Buck felled tree trunks and remove limbs as needed.

- Load removed plant material for hauling.
 - Perform all BI #1 work in conformance to the latest revision of ANSI A300, “Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance”.
- iii. Measurement and Payment
- BI #2 work will be measured and paid per hour of laborer’s engagement in BI #2 work at the Work site.

1.3 BID ITEM #3 – SMALL EQUIPMENT OPERATOR

- i. Description
- This Bid Item shall include, but not be limited to, the work of a qualified operator of small equipment such as chippers, stump grinders, booms of bucket trucks, and other small power equipment, to perform operation of said equipment.
- ii. Execution
- Safely operate equipment to enable or facilitate performance of the Work.
 - Stump grinding work shall be performed as follows:
 - Stumps are to be ground out to a minimum depth of 6” inches below the finish grade of turf. The City may specify alternate grinding depths in Work Orders.
 - All exposed surface roots extending from the stump are to be ground until no longer visible.
 - The Contractor will leave a sufficient supply of chips to backfill the hole at 3” inches above finish grade to allow for settlement. All excess chips will be removed and disposed by the Contractor unless otherwise permitted by the City.
 - Any potential conflicts with utilities either above or below ground are the responsibility of the Contractor to identify prior to excavation. Any utility damage and associated costs resulting from stump grinding are the responsibility of the Contractor.
 - Perform all BI #1 work in conformance to the latest revision of ANSI A300, “Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance”.
- iii. Measurement and Payment
- BI #3 work will be measured and paid per hour of operator’s engagement in BI #3 work at the Work site.

1.4 BID ITEM #4 – LARGE EQUIPMENT OPERATOR

- i. Description
- This Bid Item shall include, but not be limited to, the work of a qualified operator of large equipment such as dump trucks, bucket trucks, cranes, backhoes, excavators, and other large power equipment to operate said equipment.

- ii. Execution
 - Safely operate equipment to enable or facilitate performance of the Work.
- iii. Measurement and Payment
 - BI #4 work will be measured and paid per hour of operator’s engagement in BI #4 work at the Work site.

1.5 BID ITEM #5 – TRAFFIC CONTROL FLAGGER

- i. Description
 - This Bid Item shall include, but not be limited, the work of a flagger to provided traffic control flagging.
- ii. Execution
 - Provide work zone temporary traffic control flagging and assist work crews in setting up temporary traffic control devices.
 - Perform all BI #5 work as required by WAC 296- 155-305 and the MUTCD.
- iii. Measurement and Payment
 - BI #5 work will be measured and paid per hour of flagger’s engagement in BI #5 work at the Work site.

2. EQUIPMENT BID ITEMS

The bid items in this section include the Contractor’s operation of various types of power equipment supporting Work at the Work site. All equipment bid items shall be measured and paid per hour of equipment operation directly supporting Work at the Work site.

- 2.1 BID ITEM #6 – STUMP GRINDER
- 2.2 BID ITEM #7 – CHIPPER
- 2.3 BID ITEM #8 – BUCKET TRUCK
- 2.4 BID ITEM #9 – PICKUP TRUCK WITH DUMP BED (MINIMUM 0.5 CUBIC YARD CAPACITY)
- 2.5 BID ITEM #10 – DUMP TRUCK (MINIMUM 5 CUBIC YARD CAPACITY)
- 2.6 BID ITEM #11 – KNUCKLE BOOM CRANE (MAXIMUM 10 TON CAPACITY)
- 2.7 BID ITEM #12 – MINI EXCAVATOR
- 2.8 BID ITEM #13 – MID-SIZED EXCAVATOR (E.G. JOHN DEER 130 SERIES)
- 2.9 BID ITEM #14 – UTILITY SERVICE TRUCK
- 2.10 BID ITEM #15 – CHIP TRUCK

3. NON-STANDARD BID ITEMS

- 3.1 BID ITEM #16 – NEGOTIATED WORK
 - i. Description
 - This bid item shall be used to support the cost of work that does not fit the description of standard Bid Items #1-15 and which the City determines to be necessary to complete a Work Order.

- ii. Execution
 - Requirements for execution of BI #16 work shall be established in Work Orders.
- iii. Measurement and Payment
 - BI #16 work will be paid by lump sum.
 - The Contractor shall submit documentation of all labor, material, equipment, and other costs required to complete BI #16 work described in Work Orders. Documentation shall be submitted with the Contractor's proposal for Scheduled Work Orders, or with the Contractor's request for payment of Urgent Work that the City may have authorized to proceed on a time and material basis.
 - For the purpose of providing a common Proposal for all Bidders, the City has entered an amount for "Negotiated Work" in the Proposal Form to become a part of the total Bid.

PROPOSAL FORM (continued)

For the complete performance of all Work required by Contract Documents for that project entitled "2023-2025 Tree Service", the following Bid is submitted. Show prices in figures only (ink or typed). Show cents to 2 decimal points. Where conflict occurs between the unit price and the extended price specified for any item, the Unit Price shall prevail, and totals shall be corrected to conform thereto. If any Unit Price is left blank, it will be considered no charge for that Bid item, regardless of what has been placed in the Extended Price column. Do not include Washington State sales tax in any price specified on the Proposal Form. **Bidders are advised that portions of the Work performed within public right of way qualify as exempt from retail sales tax per Washington State Revenue Rule 171 (WAC 458-20-171). No separate, distinct sales tax monies will be reimbursed to the Contractor for execution of tax-exempt Work.**

BID SCHEDULE					
		CONTRACTOR BID			
BID ITEM	DESCRIPTION	UNITS	UNIT PRICE	ESTIMATED QTY	EXTENDED PRICE (unit price x estimated qty)
Labor Bid Items					
BI #1	Maintenance Trimming & Pruning Laborer	HR	\$112.50	300	\$33,750
BI #2	Tree Falling & Bucking Laborer	HR	\$112.50	300	\$33,750
BI #3	Small Equipment Operator	HR	\$112.50	300	\$33,750
BI #4	Large Equipment Operator	HR	\$112.50	240	\$27,000
BI #5	Traffic Control Flagger	HR	\$112.50	120	\$13,500
Equipment Bid Items					
BI #6	Stump Grinder	HR	\$35.00	120	\$4,200
BI #7	Chipper	HR	\$35.00	240	\$8,400
BI #8	Bucket Truck	HR	\$75.00	240	\$18,000
BI #9	Pickup Truck With Dump Bed (Minimum 0.5 Cubic Yard Capacity)	HR	\$25.00	240	\$6,000

PROPOSAL FORM (continued)

BID SCHEDULE (continued)					
		CONTRACTOR BID			
BID ITEM	DESCRIPTION	UNITS	UNIT PRICE	ESTIMATED QTY	EXTENDED PRICE (unit price x estimated qty)
BI #10	Dump Truck (Minimum 5 Cubic Yard Capacity)	HR	\$70.00	120	\$8,400
BI #11	Knuckle Boom Crane (Maximum 10 Ton Capacity)	HR	\$105.00	120	\$12,600
BI #12	Mini Excavator	HR	\$50.00	120	\$6,000
BI #13	Mid-Sized Excavator (E.G. John Deere 130 Series)	HR	\$99.50	120	\$11,940
BI #14	Utility Service Truck	HR	\$45.00	120	\$5,400
BI #15	Chip Truck	HR	\$60.00	120	\$7,200
Non-standard Bid Items					
BI #16	Negotiated Work	LS	\$75,000.00	1	\$75,000.00
TOTAL PRICE (sum of EXTENDED PRICE subtotals above)					\$304,890

KEY	
QTY	Quantity
LS	Lump Sum
HR	Hour

10/26/23 DRAFT revised wording in yellow

City of Lake Forest Park Council(members)

Dear Chair Constantine and Sound Transit Board Members:

In late 2022, the Lake Forest Park City Council formally requested a brief pause in the Stride Bus Rapid Transit (BRT) design work for 1.2 miles in Lake Forest Park (LFP), then only at the draft 60% level, so that we could work cooperatively to develop design refinements. We made this request because of the north/east-bound BAT lane's huge environmental and fiscal impacts through LFP, compared to its transit, traffic flow, and travel time benefits.

Briefly, our city is the most heavily impacted community of the entire four-city project, and is the site of the costliest segment of the route. Compared to the project as a whole, LFP's 1.2 mile span has 56% of the property takings, and the majority of removed trees: 110 homes and small businesses on Bothell Way and over 400 buffer trees removed. BRT budget estimates are also highest in LFP, including \$83 million for property acquisition and permits and \$210 million for construction/ construction management. In contrast, transit benefits will be modest, only about 2 minutes, only north/east-bound, and only at peak rush hour. **As a result, Sound Transit is spending nearly 10 times as much per minute saved in LFP, compared with the cost per minute of transit time saved on 145th Street. {Note to Council \$9M vs \$94M}**

The Council appreciates the recent communications and information that CEO Timm has shared with our community, including her personal time and attendance as well as her September 2023 response to our 2022 letter. This exchange has been helpful. **The Council would like to share with you what we have learned through this recent engagement and design work, along with our updated concerns and requests:**

- 1) The many property takings along with removal of 40 buffer trees for the BAT lane will bring bus traffic on both sides of SR 522 much closer to front and back doors of over 100 LFP homeowners and several multi-family buildings. None of the other cities along the route will experience impacts on this scale.
- 2) Driveways from dozens of private homes, multi-family buildings, and businesses will enter and exit directly into an active bus lane, creating traffic and safety issues.
- 3) These takings will also result in removal of parking spaces for local small businesses.
- 4) Property takings, coupled with removal of hundreds of buffer trees and shrubs, will increase noise and reduce air quality by bringing these much closer to our residences and businesses. Adverse human health impacts will result from these impacts.

5) While the city appreciates Sound Transit's collaboration and work on retaining wall design, a retaining wall the length of many football fields, without the current tree buffer, will nevertheless reflect and magnify noise impacts on these same homeowners.

6) Construction will add 1.3 acres of new impervious surfaces affecting 3 fish streams and, coupled with tree removals, will increase heat island effects.

7) Changes to the intersection at Bothell Way and 145th Street will prevent Sound Transit busses from serving this intersection at all, and will prevent King County Metro from serving it north/westbound. This will remove 75% of bus access from LFP's Southern Gateway neighborhood, which includes a large middle-housing development. Such a severe reduction will ripple into the future, since current zoning allows multiplexes and affordable housing in the area.

8) 95,000 tons of dirt and debris (65% of project total), will have to be moved for the BAT in LFP, creating massive trucking and construction impacts on our residents and businesses.

These are fundamental BAT harms that would have lasting serious adverse effects on our community, not aesthetic concerns or easily mitigated impacts. We understand that Sound Transit is facing a number of challenges in trying to improve transportation in the Puget Sound region, and LFP supports public transit improvements. However, the Council believes that the BAT lane is not the right transit solution for Bothell Way through LFP.

We urge Sound Transit to reconsider the BAT proposal and work with us to develop a LFP transit solution based on queue bypasses and signalized lights, an approach we believe will capture similar traffic flow and transit benefits, but without such disproportionate environmental, safety, community, and fiscal costs.

To guide your reconsideration and assist continued engagement, the city and LFP residents have requested a detailed cost-benefit analysis comparing the BAT lane and a queue bypass with signalized lights. We repeat this request. We request data for both options on: 1) number, magnitude, and costs of property acquisitions; 2) number and location of trees to be removed with costs of removal and mitigation; 3) length, height, and estimated costs of the retaining wall; 4) permitting, construction and construction management costs; 5) amounts of impervious surfaces and construction debris; and 6) the transit benefit time saved. This is important information that will allow the city, the Council, the community, and Sound Transit to reach an informed conclusion about the preferred option.

There is also convincing precedent for changing course and adopting a non-BAT solution. On 145th Street during peak eastbound congestion, Sound Transit's engineering solution includes queue bypasses with signalized lights. In fact, the queue bypass on 145th accounts for most of the 15 minute, peak eastbound afternoon travel time savings for the entire BRT buildout (see attached). Claims that the two traffic congestion situations are entirely different are not persuasive. Because LFP peak afternoon backups occur at 4 traffic lights, the queue bypass with signalized lights should be especially effective in LFP. Moreover, the queue bypass approach makes even greater sense on Bothell Way, because of the many dozens of private residences where property would be taken and adversely impacted in LFP.

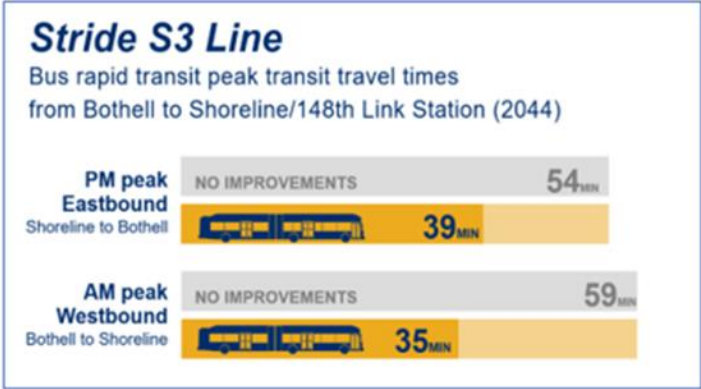
Sound Transit is now implementing with great effectiveness on 145th Street what we are respectfully requesting for LFP. We hope you will analyze, reconsider, engage with us, and agree.

Sincerely,

Tom French
 Deputy Mayor and Council Chair
 On behalf of the following LFP City Councilmembers:

Cc: CEO Julie Timm

Year: 2044 PM Peak Eastbound	Time Between Stops No Build 2042	Time Between Stops With Build 2042	Time Saved (Minutes) Build Vs No Build	% of all Time Saved
148th and 5th Ave	-	-	-	-
145th/15th	13.3	5.5	7.9	50%
145th/30th	4.0	2.1	1.9	12%
Bothell Way/ 153rd	4.7	4.2	0.5	3%
Bothell Way/ 165th	3.0	2.1	0.9	6%
Lake Forest Park/Bothell Way	1.8	0.9	0.8	5%
Bothell Way/61st	3.1	2.7	0.4	3%
Bothell Way/68th	2.5	2.2	0.2	1%
Kenmore P&R	1.6	1.5	0.1	1%
98th/182nd	6.6	5.6	1.0	6%
185th/104th	2.5	1.6	0.8	5%
UWB	5.7	4.7	1.1	7%
Beardslee/195th	3.3	3.3	0.0	0%
I-405 Station	2.4	2.4	0.0	0%
Total Time	54.4	38.8	15.7	100%



Mayor
Jeff R. Johnson

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www.cityofLFP.gov



Councilmembers
Lorri Bodi
Tom French
Tracy Furutani
Larry Goldman
Phillippa M. Kassover
Jon Lebo
Semra Riddle

Section 11, Item B.

October 26, 2023

Julie Timm, CEO Sound Transit
401 S. Jackson Street
Seattle, WA 98104

Dear CEO Timm,

Thank you for taking the time on October 3rd of this year to meet with me, Council Member Furutani, members of the CORE citizens' group, and members of the Lake Forest Park Stewardship Foundation. We sincerely appreciate the consideration and efforts by your team to make this meeting happen.

I want to also sincerely thank you for our subsequent conversation in which you expressed your commitment to pedestrian, multimodal safety and to lower speed limits on SR 522. These elements are all fundamental to keep everyone safe on the 522 corridor.

To ensure additional progress towards that goal of ensuring the safety of all on the SR 522/ Bothell Way corridor, I am requesting a letter of support from you addressed to WSDOT supporting the City of Lake Forest Park's request to have the speed limit lowered on SR522/ Bothell Way from 40 MPH to 35MPH.

Currently, LFP is the only city remaining with a 40 MPH speed limit on 522 amongst the three cities of Lake Forest Park, Kenmore, and Bothell. Therefore, it is essential that Lake Forest Park have the speed limit on SR 522 reduced to 35 MPH.

This change is crucial for the safety of the users of mass transit and the general public. As you know, Kenmore and Bothell recently reduced the speed on their relative sections of 522 to 35 MPH. National standards and data support that consistency is essential in the setting of speed limits and expectations by drivers.

The City of Kenmore is supportive of this change in LFP and has submitted a letter to WSDOT to that effect.

I urge you to write to WSDOT to express you and your agency's support of this change for the safety of all.

Thank you and we all look forward to continued engagement and dialogue to ensure that the natural character and safety of our community is preserved.

With appreciation,

Tom French
Deputy Mayor
The City of Lake Forest Park

City Administrator Report

City of Lake Forest Park

Date: October 26, 2023

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

CC: Honorable Mayor Jeff Johnson
Leadership Team

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

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

I. Intergovernmental and local issues update.

Police Department

Officers responded to a local apartment complex for a disturbance involving a firearm. One tenant was having a birthday party for their child when another tenant showed up with a firearm displayed on his belt. The tenant demanded the party quiet down, and if they did not, he would return and shoot them. Officers responded and were met with hostility from several other residents complaining about the police presence. Officers eventually were able to get the scene under control despite uninvolved subjects who were openly hostile and verbally abusive towards officers.

Officers were dispatched to a party complaint at a residence being used as an Air B&B. Multiple juveniles ran from officers and hid inside the residence. Officers were able to contact the parents of several juveniles via license plate information on vehicles parked in the driveway.

Officers located a subject living in his vehicle parked in front of Albertsons. The officer explained to the subject that the property owner prohibited overnight camping on mall property. The vehicle displayed license tabs that did not belong on the vehicle. The subject argued with the officer before eventually leaving the area.

Officers were dispatched to Albertsons for a trespass. Officers contacted the subject, who was obviously under the influence of narcotics. The subject admitted to the officer he had, in fact,

been using narcotics. The officer provided the subject with a courtesy ride to Fred Meyers on Lake City Way.

Officers responded to four stolen, and eventually recovered, vehicles and one stolen, eventually recovered electric bike. Officers spoke with KCSO and Bothell PD officers and determined there was an active vehicle theft group in our and surrounding areas.

Officers responded to a fraud report. The victim reported they gave remote access to their computer to a member of the "Geek Squad". The victim discovered unauthorized use of her banking and credit card accounts which overdrew both accounts by several hundred dollars.

Officers responded to a vehicle vs. tree collision. Upon arrival, officers discovered the owner of the vehicle had been working under it when it started to roll. The victim was drug approximately 20 feet before the vehicle was stopped by the tree.

Officers responded to a family disturbance called in by the adult son of the homeowners. The son was upset about the toilet not being flushed. The subject is well known to officers and has made multiple threats to shoot police. The subject complied with the officer's directions, and the situation was settled without further incident. The homeowners requested and were given information on the eviction process and Navigator contact information.

Officers assisted KCSO with a naked subject who had run from them at Hamlin Park.

Officers responded to Swirl for a theft complaint. The employee reported a group of approximately 15-year-old males had been coming in, getting yogurt, and then leaving without paying. They indicated this happened over 20 times, and they now wanted the juveniles trespassed. The subjects fled the area prior to police arrival.

Officers were dispatched to a one vehicle traffic collision. Upon arrival, they determined the driver was intoxicated. The subject was arrested and processed for DUI.

Officers were dispatched to a vehicle vs pedestrian collision on SR522. It was determined that the pedestrian crossed in the middle of the roadway, stepping directly into the path of an oncoming vehicle. The pedestrian was transported to Harborview Medical Center with head injuries.

The [Lake Forest Park Police Department](#) is teaming up with Mercer Island PD to distribute free vehicle locks to Kia and Hyundai owners. There has been a significant increase in vehicle thefts which includes Kia and Hyundai model years 2011 - 2022. If you are a resident of LFP and have one of these vehicles come by the [Lake Forest Park Police Department](#) and pick up a free lock. There is a limited number available, so distribution is on a first come, first served basis. Please contact us at 206-364-8216 if you have any questions.



II. Internal City Information

- Lakefront Property City and Consultant Representatives held engagement meetings with the Civic Club and Beach Drive Neighbors to discuss concerns of the project. The Interpretive Planning session with a small working group was also held to help guide and shape the vision of the park. Next step is the Open House (October 25) that will take place to collect in person community input to shape design options and alternatives.

III. Council Information

IV. Response to Citizen and Council Comments

V. Contract Reporting

VI. Legislative Update

VII. Community Events

Save the date and join the City, next Saturday, October 28, 10:00AM to 1:00PM for a pop-up, Paws in the Park!

🐾 POP-UP OFF LEASH DOG PARK 🐾

PAWS IN THE PARK!

SATURDAY
OCTOBER 28, 2023
10:00AM - 1:00PM
PFINGST ANIMAL ACRES PARK

This free-family-friendly event is to provide our community a start to their Halloween festivities! Costumes for the pets and humans are encouraged but not necessary.

Music,
Giveaways,
Food Trucks,
Community
Booths, & More!



City of Lake Forest Park

A pop-up dog park will be at Pfingst Animal Acres Park for the furry friends to play off leash. This free-family-friendly event is to provide our community a start to their Halloween festivities! Costumes for the pets and humans are encouraged but not necessary. Don't have a pet, still come out and say hi! Activities for the entire family, music, community booths, food trucks, and giveaways will be there for all to enjoy! All welcome to join, having a pet or costume is not a requirement. Stay tuned for more information, we hope to see you there for a fun day!

VIII. Upcoming City Sponsored Events

IX. Meetings Calendar

[Tree Board Meeting \(Hybrid\)](#)

November 1, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom

[Climate Action Committee Meeting \(hybrid meeting\)](#)

November 7, 2023, 7:00 PM @ City Hall and via Zoom

[North King County Coalition on Homelessness](#)

November 9, 2023, 1:00 PM - 2:30 PM

[City Council Work Session \(hybrid meeting\)](#)

November 9, 2023, 6:00 PM - 7:00 PM @ City Hall and via Zoom

[City Council Regular Business Meeting \(hybrid meeting\)](#)

November 9, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom