



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, August 13, 2026 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY:

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

Join Zoom Webinar: <https://us06web.zoom.us/j/89716009522>

Call into Webinar: 253-215-8782 | Webinar ID: 897 1600 9522

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

The meeting is being recorded.

HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

AGENDA

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

The Council will not be accepting online public comments. Comments are limited to a three (3) minute time limit.

This is an opportunity for the public to address the City Council on any item within its purview or control.

- Oral public comments are only accepted in person to ensure the orderly conduct of the meeting.*
- Speakers are limited to three (3) minutes.*
- Councilmembers may not respond during public comments, but may ask staff to follow up, if appropriate.*
- Public comments may not be used to promote or oppose candidates for public office or ballot measures.*
- The Mayor or presiding officer may interrupt comments that violate these instructions, are unrelated to the Council's purview or control, or otherwise hinder the orderly conduct of the meeting.*

- 5. PROCLAMATIONS**

[A.](#) Thanking Jack Tonkin

- 6. FINAL CONFIRMATION**

[A.](#) Appointing Jean Reid to the Lake Forest Park Planning Commission Position 5 (*partial term*)

- 7. PRESENTATIONS**

[A.](#) Revenue & Expenditure Fiscal Year-End Projections for 2025-2026 Biennium

[B.](#) Washington Collaborative Elected Leaders Institute

- 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.](#) July 23, 2026 City Council Regular Meeting Minutes

- B. City Expenditures for the Period Ending August 13, 2026
- C. Resolution 26-2092/Accepting the Horizon View Park Trail Restoration Project
- D. Ordinance 26-1319/Master Use Permit for McLeodUSA Telecommunications Services, LLC (second presentation/action)

9. NEW BUSINESS

- A. Resolution 26-2093 and Resolution 26-2094/Authorizing the Mayor to sign Professional Service Agreements with Facet NW, Inc. for on-call arborist support services and arborist services to support the Sound Transit Bus Rapid Transit (ST3) permit review (First presentation)

10. COUNCIL DISCUSSION AND ACTION

11. COUNCILMEMBER REPORTS

12. MAYOR'S REPORT

13. CITY ADMINISTRATOR'S REPORT

- A. August 13, 2026 City Administrator's Report

14. EXECUTIVE SESSION

- A.** Executive Session – Qualifications of an applicant for public employment RCW 42.30.110(1)(g) and Potential Litigation pursuant to RCW 42.30.110(1)(i)

15. OTHER BUSINESS

- A. Resolution 26-2095/Confirming the Mayor's Offer of Employment to Diego Zanella as Chief of Police and Authorizing the Mayor to Sign the Employment Agreement (*Request to waive three touches/Action*)
- B. Authorize the Mayor to sign the engagement letter with the Arete Law Group (*Request to waive three touches/Action*)

16. ADJOURN

FUTURE SCHEDULE

- Thursday, August 20, 2026, 6:00 p.m. Budget & Finance Committee Meeting – *CANCELLED*
- Monday, August 24, 2026, 6:00 p.m. Committee of the Whole Meeting – *CANCELLED*
- Thursday, August 27, 2026, 7:00 p.m. City Council Regular Meeting – *CANCELLED*
- Thursday, September 10, 2026, 6:00 p.m. City Council Work Session – *hybrid meeting (City Hall and via Zoom)*
- Thursday, September 10, 2026, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*

- Thursday, September 17, 2026, 6:00 p.m. Budget & Finance Committee Meeting – *hybrid meeting*
(City Hall and via Zoom)

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

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



PROCLAMATION

WHEREAS, Jack Tonkin has called Lake Forest Park home for nearly six decades, demonstrating an enduring commitment to the community and its future; and

WHEREAS, Jack has generously served the people of Lake Forest Park as a member of the City Council and the Planning Commission, contributing his time, experience, and thoughtful perspective to local government; and

WHEREAS, Jack played an important role in identifying the location of the current Lake Forest Park City Hall, leaving a lasting mark on the community; and

WHEREAS, Jack has supported the stewardship of Lake Forest Park’s natural environment by helping organize volunteer work in local parks, including Lyon Creek Waterfront Preserve, Blue Heron Park, Animal Acres Park, and Horizon View Park; and

WHEREAS, throughout his many years of civic involvement, Jack has remained a dedicated advocate for responsible government, public participation, environmental stewardship, and Lake Forest Park's distinctive character; and

WHEREAS, Jack’s willingness to ask difficult questions, offer ideas, participate in public discussions, and encourage others to get involved exemplifies the important role residents play in shaping their community; and

WHEREAS, Jack Tonkin’s decades of service and civic engagement have meaningfully contributed to the history, identity, and quality of life in Lake Forest Park and have earned the community’s gratitude and respect.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby recognize and thank

JACK TONKIN

and encourage all residents to join us in honoring him for his dedicated service to the City of Lake Forest Park and extend our heartfelt appreciation for the lasting contributions he has made to the community he has called home for nearly six decades.

Signed this 13th day of August 2026

Tom French, Mayor



LAKE FOREST PARK WASHINGTON

Published on *Lake Forest Park Washington Meetings* (<https://lakeforestpark-wa.municodemeetings.com>)

[Home](#) > [Boards](#) > [Board Application](#) > [Webform results](#) > Board Application

Submission information

Form: [City of Lake Forest Park Boards and Commissions Application](#) [1]

Submitted by Visitor (not verified)

Sun, 07/26/2026 - 6:00pm

First Name

Jean

Last Name

Reid

Home Address

[REDACTED]

Mailing Address (if different from above)

Phone Number

[REDACTED]

Do you own property in Lake Forest Park?

Yes

Email

[REDACTED]

Board, Commission, Committee

Planning Commission

Years a Resident of this Municipality

33

Experience/Professional Expertise/Education (Please provide dates of education and experience.)

BS in Chemistry/Biology, Massachusetts Institute of Technology 1983

Research Assistant at the Communication Biophysics Group in the Research Laboratory of Electronics at MIT
1979 - 1984

Masters in Theater program, San Fransisco State University '84-'85 (studied but did not complete degree)
housekeeper, Tui Apiary, Tirau, New Zealand '85-'86

Membrane Technology and Research, Inc., Research Chemist in Transdermal Drug Delivery and Membranology
1986-1987

Research Health Scientist in Molecular Biology, Stanford University 1987-89 (Assistant), and summer 1990
(Scientist)

MD, Northwestern University 1993

Residency at University of Washington 1993 - 1996

Family Physician practicing Primary Care in Seattle area 1993 - present
Clinical Instructor, University of Washington Family Medicine, 2012 - present

Section 6, ItemA.

Current or Prior Experience on Boards/Commissions/Committees

With a "scrappy band of neighbors" formed the Lake Forest Park Stewardship Foundation in 1998. Service continues to present, as the last founding member remaining on the Board. Served as Treasurer and President as well as Board Member.

Civic Activities and Memberships (Roles with fraternal, business, church, or social groups-please provide dates)

American Academy of Family Physicians, 1989 - Present
Washington Academy of Family Physicians, 1993 - Present
King County Medical Society, 2008 - Present
"Forest Friends"

Reasons for Wanting to Serve

Lake Forest Park is my home.

Lake Forest is my community.

I've spend a good deal of time with our city's codes. There is much to be proud of, and always room for improvement.

I'd like to learn more about the process, and help effect changes for the common good.

i'm not afraid of hard work, and I believe I have the time and energy to help tackle tough problems.

Lake Forest Park is a gem. It would be a privilege to serve on the Planning Commission.

Are you able to attend evening meetings?

Yes

Resume, Education, etc. (Optional)

[reidcv2026.pdf](#) [2]

- [Home](#)
- [Logout](#)
- [Dashboard](#)

[Municode - Connecting You and Your Community](#)

Source URL:<https://lakeforestpark-wa.municodemeetings.com/node/791/submission/132>

Links

[1] <https://lakeforestpark-wa.municodemeetings.com/bc/application> [2] <https://lakeforestpark-wa.municodemeetings.com/system/files/webform/reidcv2026.pdf>

*Curriculum Vitae***Jean P. Reid, MD**

Business Address:
Cedar Health, PLLC
4915 25th Ave NE, Ste 102W
Seattle, WA 98105-5667
(206) 999 - 6048

Home Address:
[REDACTED]
Lake Forest Park, WA 98155
USA
[REDACTED]

BACKGROUND

BIRTH PLACE - Baltimore, Maryland, June 20, 1961

EDUCATION

Residency/ Internship: University of Washington, Seattle, Washington, 1993 - 1996
Specialty: Family Medicine

Medical School: Northwestern University, Chicago, Illinois, 1989 - 1993
Doctor of Medicine, 1993
Honors in Physiology, Surgery Ob/Gyn, Pediatrics, Psychiatry and Ethics.

Undergraduate: Massachusetts Institute of Technology, Cambridge, Massachusetts
Bachelor of Science, Interdisciplinary Science, 1983
Major included Chemistry, Biology, Neuroscience and Pharmacology studies in Dundee, Scotland.

LICENSURE

Physician and Surgeon, State of Washington, 1993 - Present

CERTIFICATION/ APPOINTMENTS

Diplomate, National Board of Medical Examiners, July 1994
Diplomate, American Board of Family Practice, 1996-present
Clinical Instructor, U of Washington Family Medicine, June 2012

HOSPITAL AFFILIATIONS

U of Washington Medical Center/Northwest Hospital, Seattle, WA
EvergreenHealth Medical Center, Kirkland, WA

PROFESSIONAL EXPERIENCE:

4/2018 to Present: Healthcare consulting and Global Health / Cedar Health, PLLC - Seattle, WA
May 2018, 19, 23, 24: Medical Officer, Global Studies Program / Evergreen School - Seattle, WA
9/2012 to 4/2018: Family Practice / Lakeshore Clinic EvergreenHealth – Bothell, WA
6/2011 to 10/2012: Locum Tenens / Swedish Primary Care – Seattle, WA
4/2008 to 7/2012: Family Practice / Ballinger Clinic – Mountlake Terrace, WA
9/2004 to 6/2008: Family Practice / Queen Anne Family Medicine – Seattle, WA
12/2001 to 1/2006: Urgent Care & Locum Tenens / Lakeshore Clinic – Kirkland, WA
9/2000 to 7/2001: FP w/ OB / Group Health Cooperative – Everett, WA
5/1998 to 9/2000: FP w/ OB / Greenlake Place Primary Care / Cedar Health Center – Seattle, WA
1/1998 to 6/1998: Solo Practice – Surgical Assisting & Locum Tenens – Lake Forest Park, WA
9/1996 to 5/1998: Locum Tenens / Medalia Health Care / Group Health – Seattle, WA

PROFESSIONAL ORGANIZATIONS

American Academy of Family Physicians, 1989 - Present
Washington Academy of Family Physicians, 1993 - Present
King County Medical Society, 2008 - Present

PUBLICATIONS

Friend, D., P. Catz, J. Heller, J. Reid, R. Baker. (1988) Transdermal Delivery of Levonorgestrel I: Alkanols as permeation enhancers in vitro. *Journal of Controlled Release* 7:243-250.
Friend, D., P. Catz, J. Heller, J. Reid, R. Baker. (1988) Transdermal Delivery of Levonorgestrel II: Effect of prodrug structure on skin permeability in vitro. *Journal of Controlled Release* 7:251-261.
Athayde, A., R.W. Baker, K. Matsumoto, J. Reid. (1986) Liquid Membranes for the Production of Oxygen-enriched Air. U.S. Department of Commerce, National Technical Information Service.

City Financials

Phillip Hill, City Administrator

August 13, 2026

Projected Ending Fund Balance June 2026

Section 7, ItemA.

<u>Fund No.</u>	<u>Fund Name</u>	<u>Actual Beginning Fund Balance 1/1/2025</u>	<u>2025 Actual plus 2026 Estimated Revenue</u>	<u>2025 Actual plus 2026 Estimated Expenditure</u>	<u>Early Estimated Ending Fund Balance 12/31/2026</u>	<u>Projected Revenue to Expenditure Operating</u>
001	General Fund	\$ 10,316,028.28	\$ 26,797,143.71	\$ 29,591,589.75	\$ 5,921,582.24	\$ (2,794,446.04)
002	Traffic Safety Fund	\$ 42,682.46	\$ 8,000,000.00	\$ 3,952,386.00	\$ 4,090,296.46	\$ 4,047,614.00
101	Street Fund	\$ 908,991.97	\$ 1,409,893.03	\$ 2,179,751.26	\$ 139,133.74	\$ (769,858.23)
102	Council Contingency Fund	\$ 811,257.21	\$ 44,000.00	\$ -	\$ 855,257.21	\$ 44,000.00
104	Transportation Benefit District	\$ 1,514,458.06	\$ 1,515,327.93	\$ 804,809.07	\$ 2,224,976.92	\$ 710,518.86
105	Budget Stabilization Fund	\$ 354,761.40	\$ 18,500.00	\$ -	\$ 373,261.40	\$ 18,500.00
106	Strategic Opportunity Fund	\$ 786,353.55	\$ 1,054,500.00	\$ 1,030,000.00	\$ 2,410,853.55	\$ 24,500.00
301	Capital Improvement Fund	\$ 817,024.53	\$ 2,677,551.00	\$ 1,871,431.00	\$ 1,623,144.53	\$ 806,120.00
302	Transportation Capital Fund	\$ 2,912,476.83	\$ 7,562,392.62	\$ 9,167,311.00	\$ 1,307,558.45	\$ (1,604,918.38)
303	Facilities Maintenance Fund	\$ 1,246,253.10	\$ 309,000.00	\$ 945,000.00	\$ 610,253.10	\$ (636,000.00)
401	Sewer Utility Fund	\$ 1,231,461.57	\$ 9,053,058.38	\$ 9,503,366.00	\$ 781,153.95	\$ (450,307.63)
402	Sewer Capital Fund	\$ 4,186,507.32	\$ 451,000.00	\$ 3,074,000.00	\$ 1,563,507.32	\$ (2,623,000.00)
403	Surface Water Utility Fund	\$ 1,548,379.82	\$ 3,940,906.60	\$ 4,154,639.00	\$ 1,334,647.42	\$ (213,732.40)
404	Surface Water Capital Fund	\$ 1,316,374.31	\$ 3,773,506.00	\$ 3,464,600.00	\$ 1,625,280.31	\$ 308,906.00
406	Sewer Bond Reserve	\$ 118,244.33	\$ 6,000.00	\$ -	\$ 124,244.33	\$ 6,000.00
407	PW Trust Fund Repayment Fund	\$ 564,171.88	\$ 308,500.00	\$ 242,805.00	\$ 629,866.88	\$ 65,695.00
501	Replacement Fund	\$ 1,386,227.82	\$ 1,192,448.00	\$ 1,299,023.00	\$ 1,279,652.82	\$ (106,575.00)
502	Information Technology Fund	\$ 241,337.23	\$ 450,198.00	\$ 508,500.00	\$ 183,035.23	\$ (58,302.00)

Projected Ending Fund Balance December 2026

Section 7, ItemA.

<u>Fund No.</u>		<u>Actual Beginning Fund Balance 1/1/2025</u>	<u>2025 Actual plus 2026 Estimated Revenue</u>	<u>2025 Actual plus 2026 Estimated Expenditure</u>	<u>Early Estimated Projected Ending Fund Balance 12/31/2026</u>	<u>Minimum Fund Balance Target Achieved, Yes No?</u>	<u>Projected Revenue to Expenditure Operating</u>
001	General	\$ 10,316,028.00	\$ 27,935,552.67	\$ 31,800,280.80	\$ 6,451,299.87	Yes	\$ (3,864,728.13)
002	Traffic Safety	\$ 42,682.00	\$ 4,783,482.81	\$ 3,295,383.29	\$ 1,530,781.52	n/a	\$ 1,488,099.52
101	Street	\$ 908,992.00	\$ 1,368,470.85	\$ 1,943,373.79	\$ 334,089.06	Yes	\$ (574,902.94)
102	Council Contingency	\$ 811,257.00	\$ 51,444.69	\$ -	\$ 862,701.69	n/a	\$ 51,444.69
104	Transportation Benefit Dist.	\$ 1,514,458.00	\$ 1,606,409.39	\$ 804,194.38	\$ 2,316,673.01	n/a	\$ 802,215.01
105	Budget Stabilization	\$ 354,761.00	\$ 24,625.33	\$ -	\$ 379,386.33	n/a	\$ 24,625.33
106	Strategic Opportunity Fund	\$ 786,354.00	\$ 2,954,399.96	\$ 827,825.04	\$ 2,912,928.92	n/a	\$ 2,126,574.92
301	Capital Improvement	\$ 817,025.00	\$ 2,613,946.20	\$ 2,095,942.17	\$ 1,335,029.03	n/a	\$ 518,004.03
302	Transportation Capital	\$ 2,912,477.00	\$ 7,866,921.03	\$ 5,361,518.45	\$ 5,417,879.58	n/a	\$ 2,505,402.58
303	Capital Facilities Maintenance	\$ 1,246,253.00	\$ 324,185.40	\$ 932,717.32	\$ 637,721.08	n/a	\$ (608,531.92)
401	Sewer Utility	\$ 1,231,462.00	\$ 8,988,057.51	\$ 9,471,481.29	\$ 748,038.22	Yes	\$ (483,423.78)
402	Sewer Capital	\$ 4,186,507.00	\$ 451,000.00	\$ 258,370.50	\$ 4,379,136.50	n/a	\$ 192,629.50
403	Surface Water Utility	\$ 1,548,380.00	\$ 3,965,494.18	\$ 4,063,734.33	\$ 1,450,139.85	Yes	\$ (98,240.15)
404	Surface Water Capital	\$ 1,316,374.00	\$ 3,773,505.77	\$ 4,138,812.21	\$ 951,067.56	n/a	\$ (365,306.44)
406	Sewer Bond Reserve	\$ 118,244.00	\$ 4,874.67	\$ -	\$ 123,118.67	n/a	\$ 4,874.67
407	PW Trust Fund Repayment	\$ 564,172.00	\$ 308,499.02	\$ 242,805.05	\$ 629,865.97	n/a	\$ 65,693.97
501	Vehicle & Equip. Replacement	\$ 1,386,228.00	\$ 1,384,315.73	\$ 1,254,557.19	\$ 1,515,986.54	n/a	\$ 129,758.54
502	Information Technology Fund	\$ 241,337.00	\$ 477,434.69	\$ 525,238.17	\$ 193,533.52	n/a	\$ (47,803.48)

Revenue & Expenditure Drivers

- Revenue
 - Sales Tax trending higher
 - Investment interest exceeding projections
 - Additional grants awarded
- Expenditures
 - Interpreter requests higher
 - Public defense cases higher
 - SEPA appeal legal costs
 - Fuel prices have increased
 - City Hall repairs and maintenance
 - Transferred \$1.6M to Strategic Opportunity Fund
 - Project timelines

Questions?

WA-CELI training

TRACY FURUTANI, AUGUST 13, 2026

Washington Collaborative Elected Leaders Institute (WA-CELI)

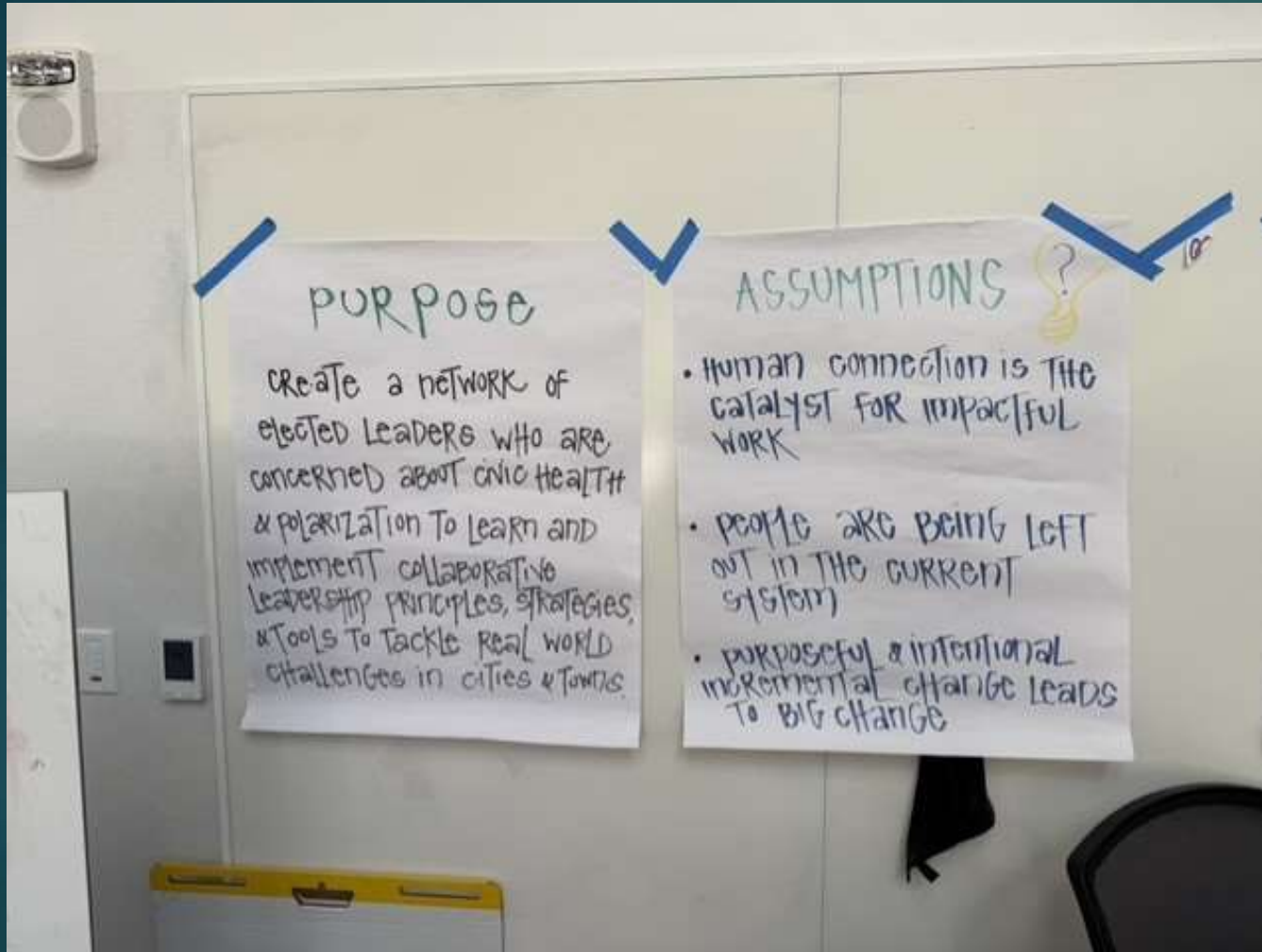


I had the honor of attending the WA-CELI training during June and July 2026, as part of a team including Councilmembers Ted Weinberg of Mercer Island, Laura Mork of Shoreline and Sun Burford of Newcastle. We were among the 27 councilmembers and mayors from around the state who participated in this cohort of the program.



The mission of the training is for elected municipal leaders to address issues of community concern in collaboration with the community and other elected leaders. It is run by Julia Carboni, AK Sterling and **Becky Corriell**.

The training is offered by the William D. Ruckelshaus Center and the University of Washington's Evans School of Public Policy & Governance, in partnership with the Association of Washington Cities' Center for Quality Communities.



My team developed several topics on which our suburban Seattle cities might be able to collaborate. We ultimately narrowed it down to two, both related to transportation:

- getting and supporting the infrastructure for electric vehicle charging
- the “last mile” problem – getting residents from their homes to existing public transportation and back.



The team's next steps are to meet monthly to develop a set of steps that will lead to progress on resident mobility. This may not necessarily be legislation; it may be jointly lobbying county and state leaders or jointly pursuing grants and other opportunities. We will be checking in periodically with the WA-CELI trainers, and report outcomes at the next AWC meeting in June 2027 in Tacoma.

Take-aways



I met and got to know councilmembers from all over the state: Liberty Lake, Spokane Valley, Tekoa, Starbuck. We all realized that good management of sewers, roads and solid waste are not partisan, and that all our communities have much in common. I am impressed by the amount of cooperation and collaboration exhibited by the attendees at the training on real problems in their communities.

**CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
July 23, 2026**

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

Councilmembers present: Tracy Furutani, Deputy Mayor; Larry Goldman, Vice Chair; Paula Goode, Matt Muilenburg (via Zoom), Semra Riddle, Josh Rosenau

Councilmembers absent: Ellyn Saunders

Staff present: Kim Adams Pratt, City Attorney; Diego Zanella, Interim Police Chief; Nova Heaton, Public Works Director; Mark Hofman, Community Development Director; Rebecca Dickinson, Program Executive; Mike Read, Sr. Project Manager; Katie Phillips, Project Manager; Matt McLean, City Clerk

Others present: Genevieve Jones, KC Metro Government Relations
Dave VanderZee, KC Metro Project Manager – North Link
Luke Distelhorst, KC Metro Sr. Comm. Engagement Planner
Tanya Laskelle, Center for Human Services Assoc. Executive Director
Robby Grillo, Shoreline Historical Museum Director
Silje Sodal, Third Place Commons Executive Director
17 visitors

CALL TO ORDER

Deputy Mayor Furutani called the regular City Council meeting of July 23, 2026, to order at 7:00 p.m.

FLAG SALUTE

Cmbr. Goode led the Pledge of Allegiance.

ADOPTION OF AGENDA

Deputy Mayor Furutani requested the addition of an item following Public Comments and before Presentations for a Proclamation.

Vice Chair Goldman moved to adopt the agenda, amending it to add a Proclamation celebrating the 65th Anniversary of the City of Lake Forest Park preceding Presentations. **Cmbr. Riddle seconded. The motion to adopt the agenda as amended carried unanimously.**

PUBLIC COMMENTS

Deputy Mayor Furutani invited comments from the public.

Andrew Olson provided comments regarding NE 185th Street and Resolution 26-2091.

Phil Nelson provided comments agreeing with Mr. Olson.

There being no one else in the audience wishing to speak, Deputy Mayor Furutani closed public comment.

PROCLAMATIONS

Celebrating the 65th Anniversary of the City of Lake Forest Park

Deputy Mayor Furutani read the proclamation.

PRESENTATIONS

King County Metro – upcoming changes to routes

Ms. Jones, Mr. VanderZee, and Mr. Distelhorst gave a brief presentation and responded to Council questions.

2027-2028 Biennial Budget – Community Partner Presentations

Center for Human Services

Associate Director Laskelle gave a brief presentation and responded to Council questions.

Shoreline Historical Museum

Director Grillo gave a brief presentation and responded to Council questions.

Third Place Commons

Director Sodal gave a brief presentation and responded to Council questions.

SR 104 and 40th Pl. NE Roundabout Detour Planning

Ms. Dickinson gave a brief introduction. Mr. Read gave a brief presentation and responded to Council questions.

CONSENT CALENDAR

Vice Chair Goldman moved to approve the Consent Calendar. **Cmbr. Rosenau seconded. The motion carried unanimously.**

A. July 9, 2026 City Council Work Session Minutes

B. July 9, 2026 City Council Regular Meeting Minutes

- 1 C. July 16, 2026 Budget & Finance Committee Meeting Minutes
 2 D. Accounts Payable dated 7/23/2026 Claim Fund Check Nos. 89523 through
 3 89569 in the amount of \$812,663.97, a 6/23/2026 Payroll Fund ACH transaction
 4 in the amount of \$201,179.30, and a 7/8/2026 Direct Deposit transaction in the
 5 amount of \$263,671.17. Additional approved transactions are: Elavon, \$689.72;
 6 Invoice Cloud, \$1,497.25; State of Washington, \$11,129.20, \$770.40. Total
 7 approved claim fund transactions: \$1,291,601.01.
 8 E. Resolution 26-2090/Authorizing the Mayor to Sign an Amendment to an Interlocal
 9 Cooperation Agreement with the Coalition of Small Police Agencies to Allow the
 10 University of Washington to Join
 11 F. Budget calendar for the 2027-2028 biennium budget

12 NEW BUSINESS

13 Resolution 26-2091/Authorizing the Mayor to Sign Amendment No. 1 to the 14 Professional Services Agreement AG-19-051 with Gray & Osborne, Inc. for Design 15 Services for the L90 Culvert Project 16

17 Ms. Phillips gave a brief presentation and responded to Council questions along with
 18 Director Heaton.

19 This will be brought back at future meetings.

20 Deputy Mayor Furutani called for a brief recess at 10:06 p.m. The meeting was called
 21 back to order at 10:11 p.m.

22 **Vice Chair Goldman moved** to amend the agenda to move item D. Authorizing
 23 the Mayor to Execute a Utility Easement to precede item B. Ordinance 26-1319.
 24 **Cmbr. Riddle seconded. Motion approved by unanimous consent.**

25 Authorize the Mayor to Execute a Utility Easement with Erin Campbell for the SR 26 104 and 40th Pl. NE Roundabout Project 27

28 Ms. Phillips gave a brief presentation and responded to Council questions along with
 29 Ms. Dickinson.

30 **Vice Chair Goldman moved** to waive the three-touch rule regarding the Utility
 31 Easement with Erin Campbell. **Cmbr. Riddle seconded. The motion to waive**
 32 **the three-touch rule carried unanimously.**

33 **Vice Chair Goldman moved** to Authorize the mayor to Execute a Utility
 34 Easement with Erin Campbell for the SR 104 and 40th Pl. NE Roundabout
 35 Project. **Cmbr. Riddle seconded. The motion carried unanimously.**

36 Ordinance 26-1319/Granting to McLeodUSA Telecommunications Services, LLC, 37 Its Successors and Assigns, a Nonexclusive Master Permit, for Five Yars, to 38 Construct, Maintain, Operate, Replace, and Repair a Telecommunication System, 39

In, Across, Over, Along, Under, Through, and Below Public Rights-of-Way of the City

Clerk McLean introduced the item and responded to Council questions.

Cmbr. Riddle moved to waive the three-touch rule regarding Ordinance 26-1319/Granting to McLeodUSA Telecommunications Services, LLC a Nonexclusive Master Permit and place it on the Consent Calendar for the August 13, 2026 City Council regular meeting. **Vice Chair Goldman seconded. The motion carried unanimously.**

Appointing Members to the Pro and Con Committees for the Proposition 1, Public Safety Services Levy Lid Lift, on the November 3, 2026 General Election Ballot

Clerk McLean gave a brief presentation and responded to Council questions.

Vice Chair Goldman moved to waive the three-touch rule regarding appointments to the Pro and Con Committees for Proposition 1. **Cmbr. Riddle seconded. The motion carried unanimously.**

Vice Chair Goldman moved to appoint Marty Ross to the Pro Committee and T.J. Fudge to the Con Committee for Proposition 1, Public Safety Services Levy Lid Lift. **Cmbr. Riddle seconded. The motion carried unanimously.**

COUNCIL DISCUSSION AND ACTION

Consideration of Cancelling August City Council Meetings (August 20 Budget & Finance Committee; August 24 Committee of the Whole; August 27 Regular Meeting)

Cmbr. Riddle moved to cancel the August 20 Budget & Finance Committee, August 24, Committee of the Whole, and August 27 Regular Council Meetings. **Vice Chair Goldman seconded. The motion carried unanimously.**

COUNCILMEMBER REPORTS

Councilmembers reported on meetings they had attended.

EXECUTIVE SESSION

Executive Session – Potential Litigation pursuant to RCW 42.30.110(1)(i)

The City Council went into Executive Session at 10:38 p.m. for approximately 10 minutes to discuss potential litigation pursuant to RCW 42.30.110(1)(i).

The Council returned from the Executive Session at 10:48 p.m.

1 OTHER BUSINESS

2
3 Authorizing the Mayor to Sign the Engagement Letter with the Arete Law Group

4
5 Vice Chair Goldman moved to waive the three-touch rule regarding the
6 Engagement Letter with Arete Law Group. Cmbr. Riddle seconded. The
7 motion carried unanimously.
8

9 Vice Chair Goldman moved to authorize the Mayor to sign the Engagement
10 Letter with the Arete Law Group. Cmbr. Riddle seconded. The motion carried
11 unanimously.
12

13 ADJOURNMENT

14
15 There being no further business, Deputy Mayor Furutani adjourned the meeting at 10:46
16 p.m.
17
18
19

20
21 _____
22 Tracy Furutani, Deputy Mayor
23

24
25 _____
Matt McLean, City Clerk

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
08/13/26

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, a Pre-paid Accounts Payable Dated 8/03/2026 CLAIM FUND Check No. 89570 in the amount of \$11,784.31, an Accounts Payable Dated 8/13/2026 CLAIM FUND Check Nos. 89571 through 89648 in the amount of \$460,222.20, a 7/08/26 PAYROLL FUND ACH transaction in the amount of \$255,867.59, a 7/23/26 PAYROLL FUND ACH transaction in the amount of \$195,182.73, a 7/23/26 DIRECT DEPOSIT transaction in the amount of \$213,067.43, and a 8/07/26 DIRECT DEPOSIT transaction in the amount of \$219,773.01, are approved for payment this 13th day of August 2026.

Additional approved transactions are:

Wire transaction Chicago Title in the amount of \$340,000.00
ACH transaction US Bank in the amount of \$32,733.14

Total approved claim fund transactions: \$1,728,630.41

City Clerk

Mayor

Finance Committee



Bank Reconciliation

Checks by Date

User: sschindele
Printed: 08/06/2026 - 12:31PM
Bank Accounts: Operatin
System:
Cleared and Not Cleared Checks
Check Date: From 08/13/2026 To 08/13/2026
Print ACH Checks: True

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
89571	8/13/2026	RAUL AGUIRRE		AP		560.00
89572	8/13/2026	ALL BATTERY SALES & SERVICE II		AP		184.39
89573	8/13/2026	AMINE EL FAJRI		AP		420.00
89574	8/13/2026	AQUATECHNEX LLC		AP		992.05
89575	8/13/2026	ASSOCIATED PAVING		AP		17,000.00
89576	8/13/2026	AURORA RENTS INC		AP		2,506.71
89577	8/13/2026	Jaffrey Bagge		AP		189.73
89578	8/13/2026	MARIE BAO		AP		140.00
89579	8/13/2026	ANTHONY CARL BASLER		AP		437.50
89580	8/13/2026	BELLEVUE, CITY OF		AP		395.00
89581	8/13/2026	Janet Block		AP		5.42
89582	8/13/2026	BUENAVISTA SERVICES INC		AP		8,700.00
89583	8/13/2026	CALPORTLAND COMPANY		AP		569.10
89584	8/13/2026	ERIC CAMPBELL		AP		4,500.00
89585	8/13/2026	CENTER FOR HUMAN SERVICES		AP		6,750.00
89586	8/13/2026	CENTURY LINK		AP		112.93
89587	8/13/2026	CINTAS FIRST AID & SAFETY		AP		337.72
89588	8/13/2026	CITY OF LYNNWOOD		AP		17,877.00
89589	8/13/2026	CITY OF SHORELINE		AP		6,838.25
89590	8/13/2026	CLARY LONGVIEW, LLC		AP		169,262.87
89591	8/13/2026	CONFIRENTIAL DATA DISPOSAL		AP		80.00
89592	8/13/2026	DATEC INC		AP		11,896.70
89593	8/13/2026	REBECCA DICKINSON		AP		344.00
89594	8/13/2026	Stephanie Edwards and Surdeep Sharm		AP		17.25
89595	8/13/2026	GULATI PUNEETA		AP		126.00
89596	8/13/2026	AUSTIN GUTWEIN		AP		187.17
89597	8/13/2026	Michael Hatlen		AP		194.72
89598	8/13/2026	Peter Hattrup		AP		12.07
89599	8/13/2026	DEPARTMENT 32 - 2501271310 HOM		AP		71.53
89600	8/13/2026	INFOBIP VOICE INC		AP		3,147.39
89601	8/13/2026	Levi and Elizabeth Jette		AP		11.93
89602	8/13/2026	JOHNSON CONTROLS BUILDING S		AP		6,310.11
89603	8/13/2026	MARTIN JOSUND		AP		3,602.48
89604	8/13/2026	JRM ENTERPRISES		AP		140.00
89605	8/13/2026	KING COUNTY FINANCE		AP		304.68
89606	8/13/2026	KING COUNTY FINANCE		AP		8,081.00
89607	8/13/2026	KING COUNTY FINANCE		AP		22,893.34
89608	8/13/2026	KING COUNTY FINANCE		AP		884.31
89609	8/13/2026	KING COUNTY FINANCE		AP		56,003.60
89610	8/13/2026	KING COUNTY PET LICENSE		AP		325.00
89611	8/13/2026	KING COUNTY RECORDERS OFFIC		AP		309.50
89612	8/13/2026	LAKE FOREST PARK WATER DIST		AP		570.76
89613	8/13/2026	LANGUAGE LINE SERVICES		AP		18.04
89614	8/13/2026	LAW OFFICES OF CHRISTIAN W SA		AP		300.00

Check No	Check Date	Name	Comment	Module	Clear Date	Section 8, ItemB.
89615	8/13/2026	LOOMIS		AP		506.60
89616	8/13/2026	MEHRNAZ IGHANI		AP		140.00
89617	8/13/2026	Chad Mitchell		AP		39.02
89618	8/13/2026	NORTHSHORE UTILITY DISTRICT		AP		15,314.72
89619	8/13/2026	OEG, INC DBA PRIDE ELECTRIC		AP		7,474.08
89620	8/13/2026	OFFICE DEPOT INC		AP		168.56
89621	8/13/2026	PNW Opulence LLC		AP		6.79
89622	8/13/2026	PACE ENGINEERS INC		AP		6,901.75
89623	8/13/2026	PACIFIC OFFICE AUTOMATION		AP		82.38
89624	8/13/2026	VLADISLAV PLITMAN		AP		245.00
89625	8/13/2026	PRINTWEST, INC.		AP		1,812.03
89626	8/13/2026	PUBLIC SAFETY TESTING, INC.		AP		479.00
89627	8/13/2026	PUGET SOUND ENERGY		AP		714.29
89628	8/13/2026	PUGET SOUND EXECUTIVE SERVI		AP		384.19
89629	8/13/2026	Elise Reich		AP		96.57
89630	8/13/2026	ROTARY CLUB OF LAKE FOREST P		AP		131.00
89631	8/13/2026	SASSAN KASHFIA		AP		126.00
89632	8/13/2026	SECURE COURT SOLUTIONS LLC		AP		3,690.67
89633	8/13/2026	Qing Shi and Calvin Young		AP		21.91
89634	8/13/2026	SKS LAW, PLLC		AP		600.00
89635	8/13/2026	Josh Smart-Turner		AP		182.67
89636	8/13/2026	SNOHOMISH CO SHERIFF'S OFFICE		AP		22,962.04
89637	8/13/2026	STAPLES ADVANTAGE		AP		259.56
89638	8/13/2026	STEWART MACNICHOLS HARMEL		AP		26,250.00
89639	8/13/2026	SUMMIT FIRE & SAFETY LLC		AP		532.45
89640	8/13/2026	TK ELEVATOR CORPORATION		AP		110.40
89641	8/13/2026	TOPSOILS NORTHWEST INC		AP		223.89
89642	8/13/2026	TRANSPO GROUP USA INC		AP		2,296.25
89643	8/13/2026	TRANSUNION VANTAGE DATA		AP		0.81
89644	8/13/2026	VALERIE MARINO		AP		221.70
89645	8/13/2026	VELOCITY SYSTEMS		AP		1,610.00
89646	8/13/2026	WASHINGTON STATE DEPARTMEN		AP		8,444.00
89647	8/13/2026	WASTE MANAGEMENT NORTHWE		AP		4,093.62
89648	8/13/2026	EDUARDO ZALDIBAR		AP		490.00
Total Check Count:						78
Total Check Amount:						460,222.20

Accounts Payable

Check Register Totals Only

User: sschindele
Printed: 8/3/2026 - 10:49 AM
Batch: 00003.08.2026 - AP 08.03.26 Special Run



Section 8, ItemB.

Check	Date	Vendor No	Vendor Name	Amount	Voucher
89570	08/03/2026	PATSTREE	PAT'S TREES & LANDSCAPE INC.	11,784.31	89570
Check Total:				11,784.31	

Accounts Payable

Checks by Date - Summary by Check Date

User: sschindele
Printed: 8/6/2026 12:31 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	NAVIA	NAVIA BENEFIT SOLUTIONS, INC.	07/08/2026	14,215.63
ACH	NAVIAFSA	NAVIA - FSA	07/08/2026	29.17
ACH	PFLTRUST	LFP PFL TRUST ACCOUNT	07/08/2026	4,328.80
ACH	TEAMDR	NATIONAL D.R.I.V.E.	07/08/2026	4.45
ACH	Z401AL	VANTAGEPOINT TRANSFER AGENTS-	07/08/2026	767.05
ACH	Z457	VANTAGEPOINT TRANSFER AGENTS-	07/08/2026	11,934.60
ACH	ZAWC	AWC	07/08/2026	52,051.90
ACH	ZEMPSEC	EMPLOYMENT SECURITY DEPT.	07/08/2026	1,872.33
ACH	ZEMPWACA	WA.CARES TAX	07/08/2026	1,317.67
ACH	ZGUILD	LFP EMPLOYEE GUILD	07/08/2026	975.00
ACH	ZICMA	VANTAGEPOINT TRANSFER AGENTS-	07/08/2026	45,449.86
ACH	ZL&I	WASHINGTON STATE DEPARTMENT C	07/08/2026	10,248.30
ACH	ZLEOFF	LAW ENFORCEMENT RETIREMENT	07/08/2026	17,458.89
ACH	ZLFPIRS	LAKE FOREST PARK/IRS	07/08/2026	61,707.26
ACH	ZPERS	PUBLIC EMPLOYEES RETIREMENT	07/08/2026	22,988.30
ACH	ZTEAM	TEAMSTERS LOCAL UNION #117	07/08/2026	288.20
ACH	ZWATWT	WASHINGTON TEAMSTERS WELFARE	07/08/2026	10,230.18
Total for 7/8/2026:				255,867.59
Report Total (17 checks):				255,867.59



Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov
Printed: 8/6/2026 12:35 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	07/23/2026	41,570.35
ACH	NAVIA	NAVIA BENEFIT SOLUTIONS, INC.	07/23/2026	509.80
ACH	NAVIAFSA	NAVIA - FSA	07/23/2026	29.17
ACH	NAVIAHRA	NAVIA - HRA	07/23/2026	175.00
ACH	PFLTRUST	LFP PFL TRUST ACCOUNT	07/23/2026	3,489.02
ACH	TEAMDR	NATIONAL D.R.I.V.E.	07/23/2026	4.45
ACH	Z401AL	VANTAGEPOINT TRANSFER AGENTS-	07/23/2026	767.05
ACH	Z457	VANTAGEPOINT TRANSFER AGENTS-	07/23/2026	10,696.47
ACH	ZAWC	AWC	07/23/2026	1,761.78
ACH	ZEMPSEC	EMPLOYMENT SECURITY DEPT.	07/23/2026	1,543.77
ACH	ZEMPWACA	WA.CARES TAX	07/23/2026	1,290.06
ACH	ZGUILD	LFP EMPLOYEE GUILD	07/23/2026	925.00
ACH	ZICMA	VANTAGEPOINT TRANSFER AGENTS-	07/23/2026	37,562.92
ACH	ZL&I	WASHINGTON STATE DEPARTMENT C	07/23/2026	10,240.06
ACH	ZLEOFF	LAW ENFORCEMENT RETIREMENT	07/23/2026	16,120.83
ACH	ZLFPIRS	LAKE FOREST PARK/IRS	07/23/2026	42,609.89
ACH	ZPERS	PUBLIC EMPLOYEES RETIREMENT	07/23/2026	25,112.44
ACH	ZTEAM	TEAMSTERS LOCAL UNION #117	07/23/2026	280.45
ACH	ZWATWT	WASHINGTON TEAMSTERS WELFARE	07/23/2026	494.22
Total for 7/23/2026:				195,182.73
Report Total (19 checks):				195,182.73

Bank Reconciliation

Checks by Date

User: sschindele

Printed: 08/06/2026 - 12:37PM

Bank Accounts: PPOperat

System:

Cleared and Not Cleared Checks

Check Date: From 07/23/2026 To 07/23/2026

Print ACH Checks: True



Section 8, ItemB.

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	7/23/2026		DD 00523.07.2026	PR		213,067.43
Total Check Count:						1
Total Check Amount:						213,067.43

Bank Reconciliation

Checks by Date

User: sschindele
Printed: 08/06/2026 - 12:39PM
Bank Accounts: PPOperat
System:
Cleared and Not Cleared Checks
Check Date: From 08/07/2026 To 08/07/2026
Print ACH Checks: True



Section 8, ItemB.

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	8/7/2026		DD 00507.08.2026	PR		219,773.01
Total Check Count:						1
Total Check Amount:						219,773.01

Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov
Printed: 8/6/2026 1:07 PM



Section 8, ItemB.

Check No	Vendor No	Vendor Name	Check Date	Check Amount
28	CHITITLE	CHICAGO TITLE	07/29/2026	117,000.00
29	CHITITLE	CHICAGO TITLE	07/29/2026	223,000.00
Total for 7/29/2026:				340,000.00
Report Total (2 checks):				340,000.00

Accounts Payable

Checks by Date - Summary by Check Date

User: sschindele
 Printed: 8/6/2026 1:04 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
62633461	HEATHMAN	THE HEATHMAN LODGE	07/15/2026	97.57
62633462	SIXTR	SIXT RENT A CAR	07/15/2026	212.37
72603791	NRPA	NATIONAL RECREATION & PARK ASS	07/15/2026	795.00
72606311	AMAZON	AMAZON CAPITAL SERVICES INC	07/15/2026	75.00
72606312	SAFETYG	SAFETY GEAR	07/15/2026	620.58
72606313	JOBTARGE	JOBTARGET	07/15/2026	923.00
72606314	JOBTARGE	JOBTARGET	07/15/2026	125.00
72606315	AWCWORK	ASSOCIATION OF WASHINGTON CITII	07/15/2026	200.00
72606316	JOBTARGE	JOBTARGET	07/15/2026	125.00
72606317	JOBTARGE	JOBTARGET	07/15/2026	399.00
72609381	IIMC	INTERNATIONAL INSTITUTE OF MUN	07/15/2026	135.00
72610101	SAMREG	SAM REGISTRATION CENTER	07/15/2026	3,550.00
72627511	ADOBE	ADOBE INC.	07/15/2026	609.14
72627512	ADOBE	ADOBE INC.	07/15/2026	5.12
72627513	MICROSOFT	MICROSOFT CORPORATION	07/15/2026	397.80
72627514	AMAZON	AMAZON CAPITAL SERVICES INC	07/15/2026	69.96
72627515	AMAZON	AMAZON CAPITAL SERVICES INC	07/15/2026	220.78
72627516	AMAZON	AMAZON CAPITAL SERVICES INC	07/15/2026	8.05
72627517	ADOBE	ADOBE INC.	07/15/2026	8.83
72627518	AMAZON	AMAZON CAPITAL SERVICES INC	07/15/2026	111.28
72627519	WASABI	WASABI TECHNOLOGIES, INC	07/15/2026	154.89
72627881	WESTACE	WESTLAKE HARDWARE WA-153	07/15/2026	736.79
72627882	SEALIGHT	SEATTLE CITY LIGHT	07/15/2026	16.83
72627883	SUMMITLA	SUMMIT LAW GROUP PLLC	07/15/2026	227.00
72627884	NORTHCIT	NORTH CITY WATER DISTRICT	07/15/2026	91.88
72627885	NORTHCIT	NORTH CITY WATER DISTRICT	07/15/2026	122.23
72627886	NORTHCIT	NORTH CITY WATER DISTRICT	07/15/2026	27.09
72627887	NORTHCIT	NORTH CITY WATER DISTRICT	07/15/2026	77.67
72627888	NORTHCIT	NORTH CITY WATER DISTRICT	07/15/2026	54.19
72627889	INTEGPHN	INTEGRA TELECOM, INC.	07/15/2026	1,653.98
72634641	WESTACE	WESTLAKE HARDWARE WA-153	07/15/2026	71.75
72634642	JETCITY	JET CITY PRINTING INC	07/15/2026	255.90
72634643	4IMPRINT	4IMPRINT, INC.	07/15/2026	1,597.85
72660601	SAFEWAY	SAFEWAY	07/15/2026	21.49
72660603	SAFEWAY	SAFEWAY	07/15/2026	31.53
72660604	AMAZON	AMAZON CAPITAL SERVICES INC	07/15/2026	245.72
72668881	CHEWY	CHEWY.COM	07/15/2026	112.87
72668882	PRADCO	PRADCO OUTDOOR BRANDS	07/15/2026	344.18
72668883	CHUCKOLS	CHUCK OLSON INC	07/15/2026	18.19
72683101	ICMA	ICMA MEMBERSHIP RENEWAL	07/15/2026	1,015.00
72683102	ALASKA	ALASKA AIR GROUP, INC.	07/15/2026	296.80
72689533	AMAZON	AMAZON CAPITAL SERVICES INC	07/15/2026	17.61
72689536	AURORARE	AURORA RENTS INC	07/15/2026	831.20
72689537	AWCCONF	ASSOCIATION OF WASHINGTON CITII	07/15/2026	638.24
72689538	MOLLE	ETHAN MOLL	07/15/2026	575.00
72689539	AMAZON	AMAZON CAPITAL SERVICES INC	07/15/2026	22.07
72699151	GUARDIAN	GUARDIAN ALLIANCE TECHNOLOGII	07/15/2026	102.00

				Section 8, ItemB.
Check No	Vendor No	Vendor Name	Check Date	
72699152	AVONP	AVON PROTECTION	07/15/2026	95.93
72699153	GLOCK	GLOCK PROFESSIONAL, INC.	07/15/2026	37.52
72699154	GOODTOGC	GOOD TO GO	07/15/2026	14.85
72699155	TRUPANIO	TRUPANION	07/15/2026	140.91
726278810	SEALIGHT	SEATTLE CITY LIGHT	07/15/2026	3,225.26
726278811	SEALIGHT	SEATTLE CITY LIGHT	07/15/2026	296.37
726278812	SEALIGHT	SEATTLE CITY LIGHT	07/15/2026	33.23
726278813	SEALIGHT	SEATTLE CITY LIGHT	07/15/2026	23.34
726278814	NWCASCA	NORTHWEST CASCADE, INC.	07/15/2026	193.30
726278815	NWCASCA	NORTHWEST CASCADE, INC.	07/15/2026	460.65
726278816	SEATIMEA	THE SEATTLE TIMES	07/15/2026	1,663.62
726278817	SMARSH	SMARSH	07/15/2026	2,718.53
726278818	WESTACE	WESTLAKE HARDWARE WA-153	07/15/2026	377.55
726278819	PACTOP	PACIFIC TOPSOILS, INC.	07/15/2026	548.90
726278820	KDHCONSU	KDH CONSULTING, INC	07/15/2026	246.19
726278821	SEALIGHT	SEATTLE CITY LIGHT	07/15/2026	47.03
726278822	NWCASCA	NORTHWEST CASCADE, INC.	07/15/2026	551.30
726278823	NWCASCA	NORTHWEST CASCADE, INC.	07/15/2026	210.35
726278824	VERIZWIR	VERIZON WIRELESS	07/15/2026	3,587.87
726895310	AMAZON	AMAZON CAPITAL SERVICES INC	07/15/2026	8.73
726895311	MRT	MR. T'S TROPHIES	07/15/2026	203.28
Total for 7/15/2026:				32,733.14
Report Total (68 checks):				32,733.14



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	August 13, 2026
Originating Department	Public Works
Contact Person	Nova Heaton, Public Works Director
Title	Resolution 26-2092/Accepting the Horizon View Trail Restoration Project

Legislative History

- First Presentation/ActionAugust 13, 2026 Regular Meeting

Attachments:

- Resolution 26-2092/Accepting the Horizon View Trail Restoration Project

Executive Summary

The Department of Public Works (DPW) has completed the Horizon View Trail Restoration Project (Project). Once the City Council accepts the Project as complete, City staff will be able to close out the public works contract and release held retainage to the contractor.

Background

The City entered into a public works contract with Associated Paving, LLC (Contractor) in July 2026 to repair a section of trail that had been damaged by mature tree roots. Rather than cutting the roots or continuing to patch the pavement, the City chose to install a Cupolex Tree Root Protection System. The goal was to rebuild the trail while protecting the existing trees. Construction started on July 6 and was physically completed by July 24, 2026.

The City has not received any disputed claims from the Contractor for additional compensation. The project cost was \$20,000, which is within the Mayor’s signing authority for a public works project.

Fiscal & Policy Implications

The Horizon View Trail Restoration Project was not included in the original adopted budget. The City has funded the project with the Parks Capital Project allocations. Currently, the Parks Capital Project Fund does not require a budget amendment. However, if any additional unforeseen emergency capital

projects arise during the remainder of the 2026 fiscal year, a budget amendment may be necessary.

Alternatives

Options	Results
• Approve resolution	The City will close out the public works contract with the Contractor for the Project.
• No Action	The City will not close out the publics works contract with the Contractor for the Project.

Staff Recommendation

Approve Resolution 26-2092 accepting the project as complete.

RESOLUTION NO. 26-2092

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LAKE FOREST PARK, WASHINGTON, ACCEPTING
THE HORIZON VIEW TRAIL RESTORATION PROJECT.**

WHEREAS, the City of Lake Forest Park (City) entered into a contract for the repaving of a pedestrian trail at Horizon View Park (Project) with Associated Paving, LLC (Contractor) dated July 22, 2026; and

WHEREAS, the City has accepted the work as complete; and

WHEREAS, the City has not received any disputed claims from the Contractor for additional compensation related to extra work, changed conditions, or extended overhead;

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

Section 1. ACCEPTANCE. The City Council of the City of Lake Forest Park resolves that the City gives final acceptance of the Horizon View Trail Restoration Project performed under the contract with Associated Paving, LLC, dated July 22, 2026, subject to all contractual warranties and that period in which liens against retainage must be filed commences as of the date of this Resolution.

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 13th day of August 2026.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL: August 13, 2026
RESOLUTION NO.: 26-2092



Meeting Date	August 13, 2026
Originating Department	Municipal Services
Contact Person	Matt McLean, City Clerk
Title	Ordinance 26-1319/Master Use Permit for McLeodUSA Telecommunications Services, LLC (second presentation/action)

Legislative History

- First Presentation July 23, 2026 Regular Meeting
- Second Presentation/Action August 13, 2026 Regular Meeting

Attachments:

1. Ordinance 26-1319
2. Master Use Permit with McLeodUSA Telecommunications Services, LLC
3. Map of locations

Executive Summary

Ordinance 26-1319 would grant a nonexclusive five-year Master Use Permit (MUP) to McLeodUSA Telecommunications Services, LLC (McLeod), authorizing the construction, operation, maintenance, replacement, and repair of telecommunications fiber facilities within the City of Lake Forest Park's public rights-of-way.

Background

McLeod was previously granted a MUP pursuant to Ordinance No. 1207 in June 2020. McLeod has again requested authorization to install and maintain telecommunications infrastructure within City rights-of-way to support fiber-optic telecommunications services. The proposed facilities include aerial and underground fiber routes throughout the City, as shown in the attached system map.

The proposed Master Use Permit incorporates the requirements of Chapter 5.26 of the Lake Forest Park Municipal Code (LFPMC) and RCW 35A.47.040 and RCW 35.99.020. McLeod is required to obtain separate right-of-way permits prior to construction activities.

Fiscal & Policy Implications

The Company is responsible for reimbursing the City for costs associated with processing the Master Use Permit, permit review, inspections, publication costs, and other actual incremental costs incurred by the City for public works projects related to the Company’s facilities.

No franchise fee is imposed under the proposed Master Use Permit pursuant to RCW 35.21.860 because the Company represents that it operates as a telecommunications service provider.

Alternatives

<i>Options</i>	<i>Results</i>
• Adopt the Ordinance	Grant a MUP to McLeodUSA Telecommunications Services, LLC for five-years
• Deny the Ordinance	McLeodUSA Telecommunications Services, LLC would not be authorized to construct, maintain, or operate telecommunications facilities within City public rights-of-way

Staff Recommendation

Adopt Ordinance 26-1319 granting a master use permit to McLeod.

ORDINANCE NO. 26-1319

AN ORDINANCE OF THE CITY OF LAKE FOREST PARK WASHINGTON, GRANTING TO MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE MASTER PERMIT, FOR FIVE YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, AND REPAIR A TELECOMMUNICATION SYSTEM, IN, ACROSS, OVER, ALONG, UNDER, THROUGH, AND BELOW PUBLIC RIGHTS-OF-WAY OF THE CITY

WHEREAS, McLeodUSA Telecommunications Services, LLC, a limited liability company (the "Company"), owns and operates a telecommunications system; and

WHEREAS, the Company desires to obtain from the City of Lake Forest Park a Master Permit to allow the Company to install, operate, and maintain a telecommunications system in the public rights-of-way of the City; and

WHEREAS, the City Council has the authority to grant Master Permits for the use of its streets and other public properties pursuant to RCW 35A.47.040, RCW 35.99.020 and Chapter 5.26 of the Lake Forest Park Municipal Code (the "LFPMC").

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

Section 1. MASTER PERMIT GRANTED. The City Council hereby grants a Master Permit to McLeodUSA Telecommunications Services, LLC for a telecommunications system, with terms and conditions substantially as set forth in Exhibit A hereto. The initial term of the Master Permit shall be 5 (five) years commencing on the effective date of this Ordinance, after which time the Master Use Permit may be renewed or reinstated by ordinance of the City Council for a term determined by the City Council. This Master Permit is issued pursuant to Chapter 5.26 LFPMC, which is incorporated herein by reference. Further, the City Attorney is authorized to make non-substantive, administrative edits to the Master Permit.

Section 2. SEVERABILITY. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court, the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance shall not be affected, unless the rights, privileges, duties, or obligations hereunder are materially altered, whereupon either party may request renegotiation of those remaining terms.

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

Section 4. EFFECTIVE DATE. This Ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

APPROVED BY A MAJORITY the Lake Forest Park City Council this 13th day of August 2026.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: July 23, 2026
Adopted: August 13, 2026
Posted: August 17, 2026
Published: August 17, 2026
Effective: August 22, 2026

By signing below, McLeodUSA Telecommunications Services, LLC hereby agrees to the terms and conditions set forth in the Master Permit attached as Exhibit A hereto.

McLeodUSA Telecommunications Services, LLC

By: _____

Print: _____

Title: _____

Date: _____

**MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC
MASTER USE PERMIT FOR OPERATION OF
TELECOMMUNICATIONS FACILITIES WITHIN THE CITY
OF LAKE FOREST PARK**

WHEREAS, McLeodUSA Telecommunications Services, LLC, an Iowa limited liability company (the "Company"), owns and operates a telecommunications system; and

WHEREAS, the Company desires to install, operate, and/or maintain a telecommunications system in the public rights-of-way of the City of Lake Forest Park (the "City"); and

WHEREAS, the City Council has the authority to grant Master Permits for the use of its streets and other public properties for telecommunications facilities pursuant to RCW 35A.47.040, RCW 35.99.020 and Chapter 5.26 of the Lake Forest Park Municipal Code (the "LFPMC").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Master Permit Granted. This Master Permit is issued pursuant to Chapter 5.26 LFPMC, which is incorporated herein by reference. Subject to the terms and conditions hereinafter set forth, and to approval by the City Council via Ordinance, the City grants to the Company a Master Permit for a telecommunications system for the purposes of providing fiber optic network for wholesale and not local or retail telecommunication services. The term of the Master Permit shall be as set forth in the Ordinance approving this Master Permit.

This Master Permit grants to the Company the right, privilege, and authority to construct, operate, maintain, remove, replace, and repair all necessary facilities for the above-described telecommunications system, in, under, on, across, over, through, along, or below the public rights-of-way located in the City and shown on the map attached as Exhibit 1 hereto and incorporated herein by reference, as approved under City permits issued pursuant to applicable City codes and regulations. Any reference herein to a public right-of-way shall not be deemed to be a representation or guarantee by the City that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and this Master Permit shall be deemed to grant no more than those rights which the City may have the undisputed right and power to give.

This Master Permit does not convey any equitable or legal title to the public rights-of-way. The right granted is only the right to occupy public rights-of-way. This Master Permit does not grant a vested right for any facility to be located or to remain at any specific location in the public right-of-way and this Master Permit or consent to occupy any location in the public right-of-way is revocable and terminable at the lawful discretion of the City; and, if so revoked, the facility shall be removed at the cost of the Company in order to allow free and unencumbered use of the public right-of-way for public work or other public purpose as may be in the best public or municipal interest as determined by the City.

Section 2. Definitions.

“Administrator.” The City Administrator of the City of Lake Forest Park, or a designee of the Administrator.

“Engineer.” The appointed City Engineer, or the designee of the City Engineer, or a consulting engineer retained by the Administrator or Public Works Director for the purpose of administering this Master Permit.

“Public Works Director.” The appointed Public Works Director of the City of Lake Forest Park, or the designee of the Public Works Director.

Other terms. Unless otherwise defined, terms used in this Ordinance shall have the meaning set forth in Chapter 5.26 LFPMP.

Section 3. Non-Exclusive Master Permit. This Master Permit is non-exclusive, and the City reserves the right to grant other or further Master Permits or franchises in, along, over, through, under, below, or across any of its public rights-of-way. This Master Permit shall in no way prevent or prohibit the City from using any of its public rights-of-way or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, and dedication of same, including the dedication, establishment, maintenance, and improvement of all new rights-of-way, thoroughfares, and other public properties of every type and description.

Section 4. Compensation.

A. The Company shall compensate the City for its costs related to receiving and approving its Master Permit, including but not limited to the costs to process any subsequent right-of-way permits issued pursuant to this Master Permit, the cost of inspecting plans and construction pursuant thereto, or the cost of the preparation of a detailed statement pursuant to Chapter 43.21C RCW.

1. Costs shall be billed to the Company in the manner and at the rates provided in a resolution adopted by the City Council.

2. Fees must be paid within 30 days of receipt of the City's billing.

3. On request of the Company, the City will submit proof of any charges or expenses incurred. For any project or time frame, the Company can request a written estimate from the Administrator, in advance of costs planned to be expended by the City, and the Company may object to any costs by filing written protest with the Administrator. The Administrator shall decide the protest within five business days, and the decision shall be the final decision of the City.

B. The Company shall compensate the City for its actual incremental costs necessarily incurred on City public works projects because of the presence of Company's telecommunications system in the right-of-way.

1. Fees must be paid within 30 days of receipt of the City's billing; thereafter, amounts due shall bear interest at 6% per annum.

2. On request of the Company, the City will submit proof of such incremental costs.

3. Before commencing work, the City shall notify the Company of its proposed project, and the incremental costs the City estimates will be incurred. The Company may object to any cost estimates by filing written protest with the Administrator. The Administrator shall decide the protest of the cost estimate within five business days, and the decision shall be the final decision of the City. In the event unforeseen costs are actually incurred by the City, the City shall bill such costs to the Company and such costs shall be paid within 30 days of receipt of the City's billing. The Company may object to any unforeseen costs by filing a written protest with the Administrator. The Administrator shall decide the protest of any unforeseen costs within five business days, and the decision shall be the final decision of the City.

Section 5. Conditions governing use of public rights-of-way.

A. Before any work is performed in the public right-of-way, the Company shall obtain a right-of-way permit in accordance with Chapter 12.04 LFPMC. An application for a right-of-way permit by the Company shall be approved or disapproved within thirty days of the date of the filing of a complete application. A right-of-way permit shall incorporate the requirements of this Master Permit and Chapter 5.26 LFPMC in addition to the requirements of Chapter 12.04 LFPMC.

B. Except as expressly provided otherwise, any act that the Company, its contractors or subcontractors are required to perform under this section shall be performed at their cost. If the Company fails to perform work that it is required to perform within the time provided for performance specified within the right-of-way permit, the City may perform the work and bill the Company therefore. The Company shall pay the amounts billed within 30 days.

C. Construction Procedures and Placement of Facilities – Obligation to Minimize Interference with Use of Public Rights-of-Way.

1. The construction, operation, and repair of communications facilities are subject to the supervision of all of the authorities of the City with jurisdiction over such matters and shall be performed in compliance with all laws, ordinances, departmental rules and regulations affecting such system.

2. The construction, operation, and repair shall be performed in a manner consistent with high industry standards. Persons engaged in the construction, operation,

or repair of communications facilities shall exercise reasonable care in the performance of all their activities and shall use commonly accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property or interfere with traffic or the use of adjoining property. All work performed by the Company or its contractors shall be accomplished in a safe and competent manner. The Company shall comply with all applicable safety regulations during construction as required by the ordinances of the City or the laws of the State of Washington.

3. Construction, operation, or repair of a communications system shall not commence until all required permits have been properly filed for and obtained from the proper City officials and all required permits and associated fees paid and bonds or other performance security provided. In any permit so issued, the City may impose as a condition of the granting of the permit such conditions and regulations as may be necessary to the management of the rights-of-way, including, by way of example and not limitation, for the purpose of protecting any structures in the public rights-of-way, for the proper restoration of such public rights-of-way and structures, and for the protection of the City and the public and the continuity of pedestrian and vehicular traffic.

4. Whenever a Company facility located in a right-of-way endangers property, health, or safety, or whenever necessary to temporarily restore communications system services that have been disrupted by storms, earthquakes, riots or other unexpected accidents the Company shall immediately take proper emergency measures, without first obtaining a permit as required by this Master Permit. However, the Company shall notify the City of the work no later than the next succeeding business day and apply for a right-of-way permit by the next business day; provided that the Company shall be required to conform any work performed before a right-of-way permit was issued and to perform any other work in accordance with the requirements of the permit.

If work related to facilities authorized by this Master Permit endangers property or the public's health and safety, the Public Works Director may direct the Company, at the Company's own expense, to take appropriate protective action, including compliance within a prescribed time. Unless otherwise notified in writing by the Company, the City shall notify the Company as follows: name: Bryan Bogan; number (501)748-6919; emergency number NOC 800-345-4484; local contact person Brett Gearhard cell/pager (970)803-0504. The Company must notify the City if the person(s) or contact information changes.

If the Company does not comply with such directions, or if immediate action is required to protect property or the public's health and safety, the City may take reasonable emergency measures, and the Company shall be liable to the City for the costs thereof.

5. The Company shall follow City-established requirements for placement of facilities in public rights-of-way, including the specific location of facilities in the public rights-of-way, and shall install facilities in a manner that minimizes interference with the use of the public rights-of-way by others. The City may require the installation of facilities at a particular time, at a specific place, or in a particular manner as a condition of access

to a particular right-of-way; it may require a person using the rights-of-way to cooperate with others to minimize adverse impacts on the rights-of-way through joint trenching, joint use of facilities and other arrangements; it may deny access if the Company is not willing to comply with the City's lawful requirements that allows operator to provide its services; it may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the City, or that is installed without prior City approval of the time, place, or manner of installation; and it shall charge the Company for all the costs associated with removal.

6. Upon order of the Administrator, all work that does not comply with this Master Permit, the approved plans or specifications for the work, or the requirements of Chapter 5.26 LFP MC or other applicable law shall be removed.

7. Unless otherwise agreed or provided in this Master Permit or a right-of-way permit, the Company shall be required to reimburse and hold harmless the City for any cost or expense reasonably incurred by the City in the planning, construction, installing, altering, or implementing any public work as a result of the construction or the presence in the public right-of-way of the facility of the Company.

8. The specific location within the right-of-way and the method of installing facilities underground or overhead will be subject to approval by the Engineer. Cutting of pavement in the public right-of-way shall be prohibited where the Engineer approves locating underground facilities in the unimproved portions of the right-of-way or in the sidewalk areas or requires alternative methods for undergrounding not requiring trenching or the cutting of pavement. Above ground facilities may be camouflaged using cover boxes that imitate trees or rocks.

9. Except to allow for compliance with state or federal law, cutting of pavement may be prohibited in a newly constructed or reconstructed street for a period of five years from the paving of such street or in a street where a trench was previously available for a period of three years from the date the trench was available. The City may require as a condition to the occupancy of the rights-of-way that communications facilities be located in existing underground ducts or conduits wherever the capacity exists; provided, however, the Engineer may in his or her discretion permit pot-holing (subject to conditions to alleviate the harmful effects) where conduit is to be placed underground by means of directional boring and the person seeking permission has provided evidence satisfactory to the Engineer that:

- a. Such pot-holing is necessary to avoid interference with existing utilities;
- b. Such pot-holing is the only reasonable alternative available to locate existing utilities; and
- c. Such pot-holing will result in little or no visual or other detrimental impact to the street.

10. Any and all public rights-of-way, public property, or private property that is disturbed or damaged during the construction, operation, repair or removal of a communications facility shall be promptly repaired by the Company. Public property and public right-of-way must be restored to the satisfaction of the City and to a condition as good as or better than before the disturbance or damage occurred and to the standards established on the approved plans, or permit conditions, whichever is greater. The Public Works Director shall have final approval of the condition of such streets and public places after restoration, such approval not being unreasonably withheld. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state, and local standards and specifications. The Company shall complete all restoration work promptly and promptly repair any damage caused by such work.

11. The Company shall continue to maintain the restored street area, which may consist of curb, gutter, sidewalk, pavement, or other restored appurtenances, in a condition as good as or better than the condition of the adjacent undisturbed area of the street for the life of the street when such maintenance or restoration is required as:

a. A result of the restored street area being defective or otherwise inferior to the adjacent undisturbed area of the street, or

b. A result of the presence of the facilities of the communications system operator until the restored area is repaved or reconstructed by a different party.

12. Tree trimming shall not be performed without the permission of the City and other affected authorities, and tree trimming must be performed in strict accordance with the City code.

13. Within 48 hours after notice from the City in accordance with Section 5.C.4, the Company shall remove any graffiti on any part of its communications system in the public rights-of-way. If the operator fails to do so, the City may remove the graffiti and bill the Company for the cost thereof.

D. Relocation and Abandonment of Facilities.

1. The Company shall, by a time specified by the City, protect, support, temporarily disconnect, relocate, or remove any of its property when required by the City by reason of traffic conditions; public safety; public right-of-way construction; public right-of-way repair (including resurfacing or widening); change of public right-of-way grade; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, tracks, or any other type of government-owned communications system, public work, public facility or improvement, or any government-owned utility; public right-of-way vacation; or for any other purpose where the work involved would be aided by the removal or relocation of the communications facility. Collectively, such matters are referred to below as the "public work."

a. Except in the case of emergencies, the City shall provide written notice describing where the public work is to be performed as soon as practical but at least 30 days prior to the deadline by which the Company must protect, support, temporarily disconnect, relocate or remove its facilities. The Company may seek an extension of the time to perform such tasks where they cannot be performed in 30 days or by the completion time specified even with the exercise of its best efforts, and such request for an extension shall not be unreasonably refused.

b. If the Company does not comply with the requirements of Chapter 5.26 LFPMC, and to the extent that this Master Permit or any applicable right-of-way permit does not provide otherwise, and if not prohibited by applicable law, the City shall have the right to revoke any right of the Company to have its facilities remain at a specific location in the public right-of-way whenever the City determines that the facilities of the Company must be removed from their present location in order to facilitate a public work in the public right-of-way; and upon revocation of the Master Permit, license or right-of-way permit of the Company, the Company shall remove the same and restore the public right of way at its cost.

2. If any person that is authorized to place facilities in the rights-of-way requests the Company to protect, support, temporarily disconnect, remove, or relocate its facilities to accommodate the construction, operation, or repair of the facilities of such other person, the Company shall, after 30 days' advance written notice, take action to effect the necessary changes requested. Unless the matter is governed by a valid contract or a state or federal law or regulation, the reasonable cost of the same shall be borne by the person requesting the protection, support, temporary disconnection, removal, or relocation and at no charge to the City, even if the City makes the request for such action on behalf of such party.

3. The Company shall, on the request of any person holding a valid permit issued by a governmental authority, temporarily raise or lower its wires to permit the moving of buildings or other objects. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same. The Company shall be given not less than seven days' advance notice to arrange for such temporary wire changes.

4. The Company may abandon and surrender its Master Permit to the City on six months' written notice to the Administrator, with copies served on the mayor and City attorney. Abandonment shall be subject to acceptance by the City, by a resolution of acceptance adopted by the City Council. Upon abandonment, non-renewal, revocation or expiration of this Master Permit, and if no extension is granted, the Company may, at the discretion of the Administrator, be required, in part or entirely, to remove all its fiber, wire, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the Master Permit. Alternatively, the Administrator may direct, limit or condition the Company's removal, sale or continued use or abandonment of grantee's facilities and equipment, either by agreement or through means of any other lawful municipal power or right. The City may continue to invoke any provision of this Master Permit against the Company or any successor entity enjoying de facto Master Permit privileges after

revocation or expiration. The City may take all other actions deemed necessary and proper by the City to accommodate the transition to any successor as may be in the best interests of the City and its residents.

E. Every communications facility shall be subject to the right of periodic inspection by the City to determine compliance with the provisions of this Chapter 5.26 LFPMC, this Master Permit and any right-of-way permit, and other applicable law. The City shall have the right, upon request, to be notified and be present when the communications system is inspected by the Company to determine compliance with the provisions of Chapter 5.26 LFPMC, this Master Permit, any right-of-way permit, or applicable law where the City has enforcement authority. The Company shall respond to requests for information regarding its system and plans for the system as the City may from time to time issue, including requests for information regarding its plans for construction, operation and repair and the purposes for which the plan is being constructed, operated, or repaired to the extent such plan is or will be in the public right-of-way or has been or will be provided under this Master Permit or any right-of-way permit granted by or requested from the City.

F. The Company, if it places facilities underground, shall be a member of the regional notification center for subsurface installations and shall field mark the locations of its underground communications facilities upon request. The Company shall locate its facilities for the City at no charge. The Company shall reasonably cooperate with City initiatives to coordinate underground fixture locations and installations. The Company shall be familiar with Chapter 19.122 RCW, Washington State's "Underground Utilities" statute. The Company shall certify that it understands local procedures, custom and practice relating to facilities locating, and shall ensure that its contractors or others working in the right-of-way on grantee's behalf are similarly well informed.

G. The Company shall recognize the City's right to preserve and control of the public right-of-way, particularly with respect to policies regarding the undergrounding of overhead lines for aesthetic reasons. Consistent with any general municipal undergrounding policy or program now or hereafter developed, the City reserves the right to require the Company's participation in municipally imposed undergrounding or related requirements as may now or hereafter arise, as a condition of the operator's new installation or major maintenance or restoration construction activities of overhead facilities under this franchise. The Company shall coordinate its underground installation and planning activities with the City's underground plan and policies; provided, in no event shall any third-party beneficiary rights be implied or created. Nothing in this section shall be permitted in conflict with RCW 35.99.060, and the provisions of this section shall be applied in conformity thereto.

H. The Company may request reimbursement from the City as provided in RCW 35.99.060(3)(a)-(c) and if so requested the City shall make reimbursement as provided therein.

I. Plans for and Publicizing Work.

1. Work shall be publicized as the City may direct from time to time to notify

the public and operators of other communications systems, of the impending work, to minimize inconvenience and disruption to the public and to allow for cooperative construction and for joint use of trenches and facilities.

2. The Company shall provide the City a plan for any initial system construction, or for any substantial rebuild, upgrade or extension of its facility, which shall show its timetable for construction of each phase of the project, and the areas of the City that will be affected.

3. The Company shall supply and maintain updated, at no cost, any information requested by the Administrator to coordinate municipal functions with the operator's activities and fulfill any municipal obligations under state law. The Administrator may request information concerning an installation inventory, location of existing or planned facilities, maps, plans, and as-built drawings of the operator's installations in the City. The information may be requested either in hard copy and/or electronic format compatible with the City's data base system. The Company shall keep the Administrator informed of its long-range plans for coordination with the City's long-range plans.

4. The Company shall maintain accurate maps and improvements plans which show the location, size, and a general description of all facilities installed in the public rights-of-way and any power supply sources (including voltages and connections). Maps shall be based upon post-construction inspection to verify location. The Company shall provide a 24-inch by 36-inch map to the City showing the location of its facilities, in such detail and scale as may be directed by the Engineer. New system maps shall be promptly submitted to the City when the facility expands or is relocated. Copies of maps shall be provided on disk, in a commercially available electronic format specified by the Engineer or in such alternate form as approved by the Engineer.

5. The Administrator may when the City receives application for a permit to use a particular route, or on the Administrator's own initiative, designate by published order a route or proposed route for installation of communications facilities and may:

- a. Require all persons who wish to place underground facilities along that route or any part thereof to install them during a specified period; and
- b. To the extent allowed by law, otherwise prohibit placement of such facilities along the route or any part thereof for 36 months or for such other, longer period as is necessary to protect the public.

Section 6. Indemnification. The Company shall release, indemnify, and defend the City, its officers, employees, agents, and representatives from any and all claims, costs, judgments, awards, or liability to any person for injury or death of any person or damage to property caused by or arising out of the negligent acts or omissions of the Company, its agents, servants, officers, or employees, performed under authority of this Master Permit; provided, that for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the

Company and the City, its officers, employees, and agents, the Company's obligation shall be only to the extent of the Company's negligence. This indemnification includes claims by the Company's own employees for which the Company might otherwise be immune under Title 51 RCW, and the Company waives its immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Inspection or acceptance by the City of any work performed by the Company at the time of completion of construction shall not relieve the Company of any of its obligations under this Section.

If a court or other tribunal agreed upon by the parties determines that the Company wrongfully refused the tender of defense in any suit or any claim made pursuant to this indemnification provision, the Company shall pay all of the City's costs for defense of the action, including all expert witness fees, costs, and attorney's fees, including costs and fees incurred in recovering under this indemnification provision.

Section 7. Insurance. The Company shall procure and maintain for the duration of the Master Permit, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted hereunder to the Company, its agents, representatives, or employees. The Company shall provide an insurance endorsement, naming the City as an additional insured, to the City for its inspection prior to the adoption of this Master Permit Ordinance, and such endorsement shall evidence a policy of insurance that includes:

A. Commercial General Liability Insurance to Cover Liability Bodily Injury and Property Damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

1. Bodily Injury.
- Each occurrence: \$5,000,000.
Annual aggregate: \$10,000,000.
2. Property Damage.
- Each occurrence: \$5,000,000.
Annual aggregate: \$10,000,000.
3. Personal Injury.
- Annual aggregate: \$3,000,000.

4. Completed operations and products liability shall be maintained for two years after the termination of the master permit or license (in the case of the communications system owner or operator) or completion of the work for the communications system owner or operator (in the case of a contractor or subcontractor).

5. Property damage liability insurance shall include coverage for the following hazards: X- Explosion, C- Collapse, U- Underground.

B. Workers' compensation insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and, in the case any work is sublet, each communications system operator shall require the subcontractors similarly to provide workers' compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by each communications system operator. Each communications system operator and its contractors and subcontractors shall maintain during the life of this policy employer's liability insurance. The following minimum limits must be maintained:

1. Workers' compensation: Statutory.

2. Employer's liability:
\$500,000 per occurrence.

3. Commercial Auto Liability.

a. Bodily Injury.

Each occurrence: \$5,000,000.
Annual aggregate: \$10,000,000.

b. Property Damage.

Each occurrence: \$5,000,000.
Annual aggregate: \$5,000,000.

Coverage shall include owned, hired, and non-owned vehicles.

C. Upon receipt of notice from its insurer(s), the Company shall use commercially reasonable efforts to provide Owner with thirty (30) days prior written notice of cancellation of any coverage. Both the Commercial General Liability Insurance and the Auto Liability Insurance shall be endorsed to name the City as an insured. Policies shall be issued by companies authorized to do business under the laws of the state of Washington. Financial ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide," published by A.M. Best Guide.

D. The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures. Further, in the event the Company is self-

insured, the Company shall furnish proof of self-insurance and shall warrant to the City that its self-insurance meets the criteria defined in this Agreement. Further, the Company shall assume all liability for deficiencies in their self-insurance to the extent it fails to meet the terms outlined in this Agreement.

Section 8. Modification. The terms and conditions of this Master Permit may be modified upon written agreement of the parties.

Section 9. Forfeiture and Revocation. If the Company willfully fails to comply with any provision of this Master Permit, or through willful misconduct or gross negligence fails to comply with any notice given the Company by the City under the provisions of this Master Permit, or if any of the provisions of LFP MC 5.26.0900.1 apply, then this Master Permit may be revoked by the City Council after a hearing held upon notice to the Company.

Section 10. Remedies to Enforce Compliance. In addition to any other remedy, the City may obtain a superior court order compelling the Company to comply with the provisions of this Ordinance and seek to recover damages and costs incurred by the City by reason of the Company's failure to comply. The pursuit of any right or remedy by the City shall not prevent the City from acting under Section 14.

Section 11. City Ordinances and Regulations. This Master Permit shall not prevent the City from adopting and enforcing all necessary and appropriate ordinances regulating the performance of the conditions of this Master Permit, including any valid ordinance made in the exercise of its police powers. The City retains its authority to control by reasonable regulations the location, elevation, manner of construction, and maintenance of Company's telecommunications system in the public rights-of-way, and the Company shall conform with all such regulations, unless compliance would cause the Company to violate other requirements of law. In the event of a conflict between the provisions of this Master Permit and any other ordinance(s) enacted under the City's police power, such other ordinance(s) shall take precedence.

Section 12. Cost of Publication. The cost of the publication of this Ordinance shall be borne by the Company.

Section 13. Acceptance. Unless extended by Ordinance, the Company shall have sixty (60) days after the passage and approval of this Ordinance to file with the City Clerk its unconditional written acceptance of this Master Permit; otherwise, the Company shall be deemed to have rejected this Master Permit.

Section 14. Survival. Sections 5, Conditions governing use of public rights-of-way, and 6, Indemnification, shall be in addition to any and all other obligations and liabilities the Company may have to the City at common law, by statute, or by contract, and shall survive the City's Master Permit to the Company for the use of the City rights-of-way. This Ordinance is binding upon the successors and assigns of the Company and all privileges, as well as all obligations and liabilities of the Company shall inure to its successors and

assigns.

Section 15. Assignment.

A. This Master Permit shall not be sold, leased, assigned, or otherwise alienated without the express consent of the City, and no rule of estoppel shall be invoked against the City in case the City shall assert the invalidity of any attempted transfer in violation of this section. The City agrees not to withhold consent where the Company demonstrates that the requested assignment is in the nature of a change of name or a change in the nature of a reorganization or merger of or with an entity controlled by, controlling, or under the common control of the Company, there being no other change in the resulting entity's ability to meet its master permit obligations hereunder. Such consent may be granted by the City Administrator and this Master Permit may be administratively amended to reflect any such changes. without the need for further City Council action or amendments to the adopting Ordinance.

B. The City reserves the right to invoke any or all provisions of this master permit upon the Company's successors or assigns, judgment creditors, or distributors of facilities or property used in enjoyment of privileges conferred herein, whether or not stated elsewhere, all without waiver of the right to withhold consent not expressly given of any such transfer and/or require a new master permit or license. This includes, but may not be limited to, requirements for filing or establishing with the City the insurance certificates, security fund and performance bond as required pursuant to this master permit and paying all direct costs to the City related to the transfer or assignment.

C. The Company shall not permit installations by others in the permitted areas, without written approval from the administrator. Such approval shall not be in lieu of a master permit or license or other requirements of the City. Whether or not permitted, the Company shall remain responsible for all third-party users permitted or allowed by the Company for compliance with this master permit. The intent of this provision is to require third parties, who might otherwise desire to use the Company's facilities, to also comply with applicable City requirements regarding master permits or right-of-way permits.

Section 16. Notice. Any notice, except a notice under Section 5.C.4, required or permitted by this Master Permit must be sent to the addresses specified below return receipt requested. Notice is deemed delivered three (3) days after it was deposited in the United States mail addressed to the party to whom such notice is given. This Master Permit may be administratively amended to update this contact information as needed without the need for City Council action or amendments to the adopting Ordinance.

CITY OF LAKE FOREST PARK
City Administrator
17425 Ballinger Way N.E.
Lake Forest Park, WA 98155

MCLEODUSA TELECOMMUNICATIONS
SERVICES, LLC
Franchise/Easements
4005 N. Rodney Parham Road
Little Rock, AR 72212

With a copy to:
Attn: Legal
2101 Riverfront Dr.,
Little Rock, AR 72202

Section 17. Term. The term of this Master Permit shall be as set forth in the Ordinance approving, renewing, or restating this Master Permit.

EXECUTED this ____ day of _____, 2026.

City of Lake Forest Park

**McLeodUSA Telecommunications
Services, LLC**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

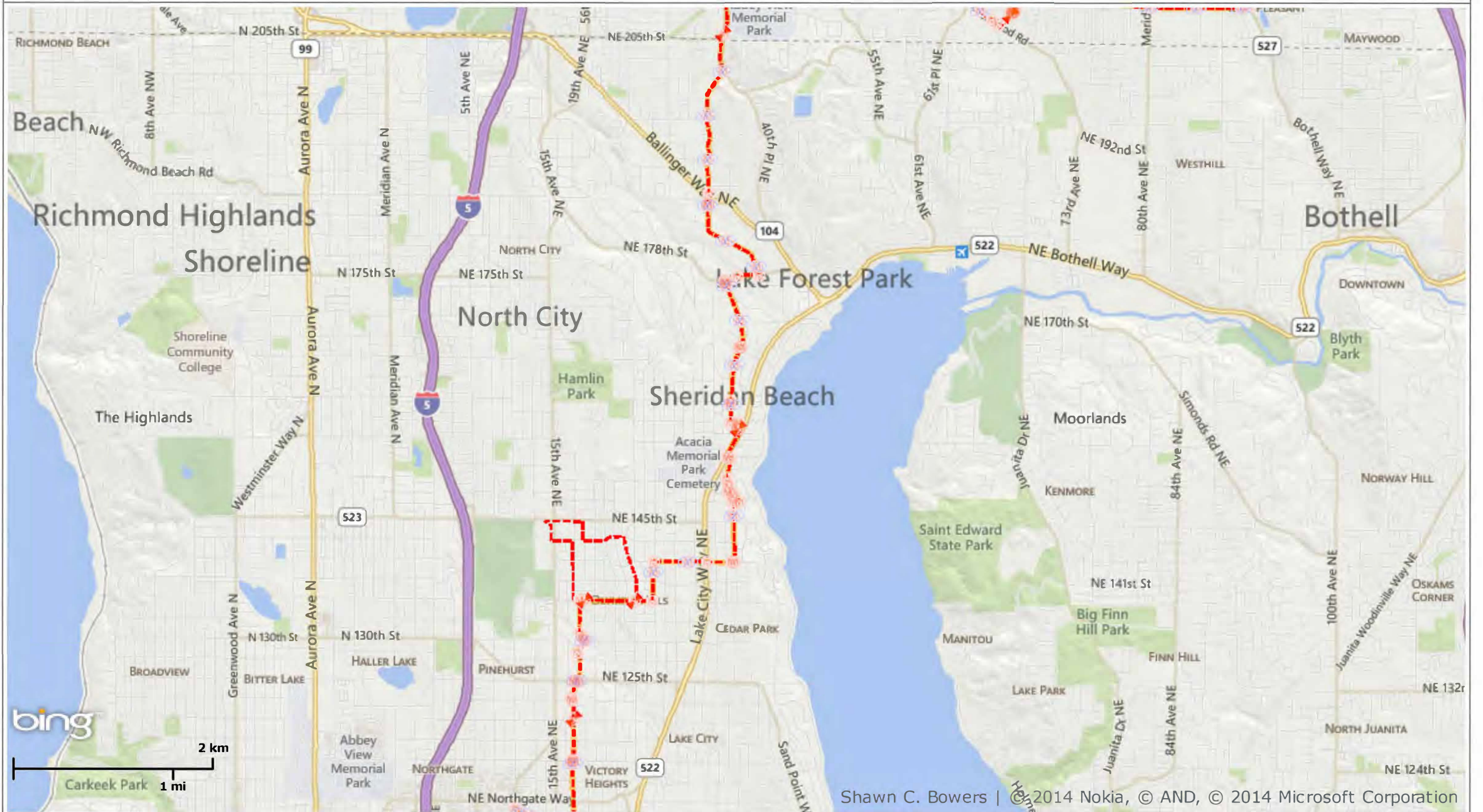
Date: _____

Attest/Authenticated:

City Clerk

Approved as to Form:

City Attorney



Shawn C. Bowers | © 2014 Nokia, © AND, © 2014 Microsoft Corporation



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	August 13, 2026
Originating Department	Community Development
Contact Person	Mark Hofman, Community Development Director
Title	Resolution 26-2093 and Resolution 26-2094/Authorizing the Mayor to sign Professional Service Agreements with Facet NW, Inc. for on-call arborist support services and arborist services to support the Sound Transit Bus Rapid Transit (ST3) permit review

Legislative History

- First PresentationAugust 13, 2026

Attachments:

- Resolution 26-2093 Authorizing the Mayor to Sign the Professional Services Agreement with Facet NW, Inc. for On-Call Arborist Support Services
- Professional Services Agreement for On-Call Arborist Support Services with Facet NW, Inc., including Exhibit A (Scope of Services) and Exhibit B (Rate Sheet)
- Resolution 26-2094 Authorizing the Mayor to Sign the Professional Services Agreement with Facet NW, Inc. for On-Call Arborist Services to Support the Sound Transit Bus Rapid Transit Permit Review
- Professional Services Agreement for On-Call Arborist Services to Support the Sound Transit Bus Rapid Transit Permit Review

Executive Summary

The City of Lake Forest Park is in need of on-call arborist services for permit review of Sound Transit Bus Rapid Transit project applications and also to provide general arborists services to support staff's overflow needs. The work on Sound Transit applications and general applications are in separate contracts for ease of tracking and reimbursement.

Background

Council approved Resolutions 26-2076 through 26-2083 at the June 11, 2026, regular meeting for multiple on-call engineering review service agreements to support staff overflow needs and for permit review of the Sound Transit Bus Rapid Transit project applications. The City Council thereby authorized the Mayor to sign On-Call Services Agreements with David Evans and Associates, GeoEngineers, Otak, Inc., and Verdantes (formerly PACE) to provide engineering and permit processing support to the Public Works and Community Development departments. These engineering and development consultants were selected through a competitive Request for Qualifications (RFQ) process. The selected consultants demonstrated strong past performance, expertise and knowledge of a variety of engineering and development review services.

The selected engineering consultants do not have highly specialized arborist services with direct local experience with Lake Forest Park Municipal Code tree regulations, noticing, tracking, or permitting process. Services such as planning, architecture, arborist services, etc are exempt from the Small Works Roster requirements. The City desires to support the Public Works and Community Development departments with professional arborist services on an on-call, as-needed task order basis. It is beneficial for the City to obtain the services of a consultant with experience to perform this work to support City departments. Facet NW, Inc. is qualified and experienced in the work and with city codes and processes.

Work under the on-call contracts would include (but not be limited to):

- Reviewing development applications for conformance with the City's tree regulations per Chapter 16.14 LFPMC, and condition permit approvals to ensure appropriate tree protection during development, including tree inventories, tree replacement plans, and other technical arborist reports.
- Peer review, field assessment, and verification of environmental documentation submitted in support of development proposals for compliance with tree and other environmental regulations as they relate to Chapter 16.14 LFPMC, including, but not limited to:
 - a. Arborist reports;
 - b. Critical areas reports;
 - c. Habitat assessment reports;
 - d. Shoreline no net loss reports;
 - e. Geotechnical reports;
 - f. Mitigation plans, and;
 - g. SEPA checklists.
- Timely, accurate, and detailed responses to unexpected and regularly scheduled service requests.
- Field inspections of work associated with tree protection, removal, risk assessment, replacement, and monitoring.
- On-call support services for projects where the City requires expert review and analysis to determine consistency with Chapter 16.14 LFPMC.
- Collaborative work in a regulatory environment with other agencies, interest groups, and permit applicants.
- Attend project meetings, testify at public hearings, and participate in public meetings as requested by City staff.
- Staff training and technical assistance support for Lake Forest Park Tree Board.
- The creation of memorandums that provide analysis and narrative on how applicant-provided technical reports document compliance with applicable regulations.
- Witness Testimony- provide witness testimony on behalf of the City in the event of an appeal of a related City permit or land use decision.

Fiscal & Policy Implications

The need for these arborist support services is a direct result of development permit applications received by the City, which are paid for by the permit applicants through fees and reimbursement provisions.

Alternatives

Options	Results
• Approve the contracts for arborist support services.	City staff will benefit from access to specialized arborist services and dispersed, manageable workload.
• Do not approve the contracts for arborist support services.	Delay in permit processing; reliance on existing staff resources and contracted consultant firms for support and additional workload support.

Staff Recommendation

Approve Resolutions 26-2093 and 26-2094 authorizing the Mayor to sign the professional services agreements with Facet NW, Inc. for on-call arborist support services and on-call arborist services to support the Sound Transit Bus Rapid Transit permit review.

RESOLUTION NO. 26-2093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE PROFESSIONAL SERVICES AGREEMENT WITH FACET NW, INC. FOR ON-CALL ARBORIST SERVICES TO SUPPORT TREE PERMIT REVIEW

WHEREAS, the Lake Forest Park Municipal Code requires technical review of tree permit applications in a timely manner; and

WHEREAS, the city is in need of on-call arborist services for review of tree permit applications; and

WHEREAS, Facet NW, Inc. has qualified and experienced arborists who can perform these services; and

WHEREAS, the City Attorney has reviewed and approved the form of the proposed contract.

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

Section 1. AUTHORIZATION. The City Council of the City of Lake Forest Park hereby authorizes the Mayor to sign the Professional Services Agreement for On-Call Arborist Support Services with Facet NW, Inc. in substantially the same form as Attachment 1.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this ____ day of _____ 2026.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 26-2093

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT
Agreement Title: On-Call Arborist Support Services**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **Facet NW, Inc.** (the "Consultant"), a Washington corporation, dated the last date signed below.

Consultant Business: Facet NW, Inc.
Consultant Address: 9706 4th Ave NE #300, Seattle, WA 98115
Consultant Phone: (206) 523-0024
Contact Name Drue Epping
Consultant e-mail: DEpping@facetnw.com
Federal Employee ID No.: 91136439
Authorized City Representative Mark Hofman, Community Development Director
for this contract: mhofman@cityofflp.gov

WHEREAS, the City desires to support the Public Works and Community Development departments with professional Arborist services on an on-call, as-needed basis; and

WHEREAS, it is beneficial for the City to obtain the services of a consultant with experience to perform this work to support City departments; and

WHEREAS, the City finds that Facet NW, Inc. is qualified and experienced in the work and with city codes and processes.

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

1. Employment of Consultant. The City retains the Consultant to provide, on an on-call, Task Order basis, the services described in Exhibit A incorporated herein ("Scope of Work" or "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

The Consultant's project manager(s) of the Work shall be Drue Epping. The project manager(s) shall not be replaced without the prior written consent of the City.

The City will assign work, as needed, by written Task Order. The City does not guarantee a minimum amount of work, if any, to be assigned.

The Term of this Agreement shall be through June 30, 2029, with an option for up to one (1) 1-year extension, unless terminated earlier by either party according to Section 5.

2. Compensation.

A. The compensation to be paid to Consultant for the Work, including all services and expenses, shall be for services provided at the rates listed in Exhibit B, which includes rates for all items for Task Order Work. Consultant shall invoice the City monthly for each Task Order separately on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

B. Consultant shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred.

C. Consultant may update Exhibit B annually, in accordance with Section 16.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to ap@cityofilfp.gov its request for payment of each Task Order separately, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

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

Consultant hereby assigns to the City all right, title, and interest in and to any work product deliverables including all reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, created in connection with the Work.

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

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

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

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

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

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

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

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

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

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

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

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

F. Verification of Coverage.

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

G. Notice of Cancellation.

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

H. Failure to Maintain Insurance.

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

I. City Full Availability of Consultant Limits.

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

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

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

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

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

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

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

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

16. Modification of Agreement. This Agreement may be modified by a writing that is signed by authorized representatives of the City and the Consultant.

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

18. Notices.

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

City of Lake Forest Park
Attn: Mark Hofman, Community Development Director
17425 Ballinger Way NE
Lake Forest Park, WA 98155
Email: mhofman@cityoflfp.gov

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

Facet NW, Inc.
Attn: Drue Epping, Urban Forest Planner
9706 4th Ave NE #300, Seattle, WA 98115
Email: DEpping@facetnw.com

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

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

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

	CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.
CITY OF LAKE FOREST PARK WASHINGTON	COMPANY NAME
By: _____ Tom French, Mayor	By _____ Kimberly Frappier Principal, Arboriculture & Urban Forestry
Date _____	Date: _____

ATTEST:

Matthew McLean, City Clerk
Date: _____

APPROVED AS TO FORM:

Kim Adams Pratt, City Attorney
Date: _____

Exhibit A

Facet NW, Inc. On-Call Arborist Support Services- Scope of Services

Services may include, but are not limited to:

General Scope of Services

Upon the City's request, Facet NW, Inc. shall provide arborist review support services that may include:

1. Reviewing development applications for conformance with the City's tree regulations per Chapter 16.14 LFP MC, and condition permit approvals to ensure appropriate tree protection during development, including tree inventories, tree replacement plans, and other technical arborist reports.
2. Peer review, field assessment, and verification of environmental documentation submitted in support of development proposals for compliance with tree and other environmental regulations as they relate to Chapter 16.14 LFP MC, including, but not limited to:
 - a. Arborist reports;
 - b. Critical areas reports;
 - c. Habitat assessment reports;
 - d. Shoreline no net loss reports;
 - e. Geotechnical reports;
 - f. Mitigation plans, and;
 - g. SEPA checklists.
3. Timely, accurate, and detailed responses to unexpected and regularly scheduled service requests.
4. Field inspections of work associated with tree protection, removal, risk assessment, replacement, and monitoring.
5. On-call support services for projects where the City requires expert review and analysis to determine consistency with Chapter 16.14 LFP MC.
6. Collaborative work in a regulatory environment with other agencies, interest groups, and permit applicants.
7. Attend project meetings, testify at public hearings, and participate in public meetings as requested by City staff.
8. Staff training and technical assistance support for Lake Forest Park Tree Board.
9. The creation of memorandums that provide analysis and narrative on how applicant-provided technical reports document compliance with applicable regulations.

Witness Testimony

Provide ~~indirect~~ / ~~direct~~ witness testimony on behalf of the City in the event of an appeal of a related City permit or land use decision.

ESG STAFF RATES

Issued Date: 06/16/2026

Effective Through: 12/31/2026

Name	Staff Title	Hourly Billing Rate
Alex Capron	Planner 5	\$197
Alexandra Plumb	Planner 5	\$176
Allison Lisi	Ecologist 4	\$180
Amanda Sanelli	Landscape Architect 4	\$174
Amber Mikluscak	Principal 5	\$292
Anna Kagley	Planner 4	\$157
Anna Murphy	Ecologist 3	\$156
April Mulcahy	Ecological Designer 6	\$195
Becca Pitts	Ecologist 1	\$120
Carmel Gregory	Planner 5	\$197
Cassidy Blukis	Accounting Billing Clerk	\$105
Catherine Latt	Project/Contract Administrator	\$121
Colin Macdonald	Restoration Specialist	\$201
Cory Martinez	Project/Contract Administrator	\$148
Dan Nickel	Principal 7	\$296
Dawn Spilsbury Pucci	Planner 4	\$175
Devin Melville	Planner 4	\$165
Donna Keeler	Planner 7	\$241
Douglas Yormick	Planner 4	\$166
Drue Epping	Urban Forest Planner	\$151
Elisabeth Gonzalez	Ecologist 3	\$149
Evan Earhart	Arborist 2	\$144
Fern Huynh	Landscape Designer 1	\$131
Greg Johnston	Fisheries Biologist 6	\$201
Hilary Hahn	Planner 3	\$142
Hugh Mortensen	Principal 7	\$296
Hui Cao	Landscape Designer 3	\$141
Jaimi Mostellar	Planner 1	\$120
Jay Dally	Ecologist 2	\$132
Katy Crandall	Ecologist 5	\$201
Kelly Evans	Principal 1	\$248
Kendra Franklin	Operations Coordinator	\$125

*** HOURLY RATES ARE BILLED AT THE POSTED YEARLY RATE WHICH IS UPDATED ON JANUARY 1ST OF EACH YEAR. CLIENT WILL BE NOTIFIED OF UPDATED RATES PRIOR TO JANUARY BILLING.**

SEATTLE | KIRKLAND | BURLINGTON | WHIDBEY ISLAND | FEDERAL WAY | SPOKANE

[facetnw.com](https://www.facetnw.com)

Name	Staff Title	Hourly Billing Rate
Kenny Booth	Principal 5	\$296
Kim Frappier	Principal 1	\$212
Kim Miller	Graphics Designer 4	\$140
Kyle Cotchett	Planner 3	\$154
Lars Freeman-Wood	Arborist 3	\$158
Laura Keil	Landscape Designer 2	\$136
Marina French	Principal 1	\$234
Meg Harrison	Ecologist 2	\$140
Mikayla Nelson	Project/Contract Administrator	\$142
Mike Foster	Ecologist 6	\$238
Nathan Burroughs	GIS Analyst 4	\$175
Nell Lund	Principal 1	\$248
Pete Heltzel	Fisheries Biologist 5	\$205
Rachel Anderson	Planner 2	\$127
Rachel Henden	Planner 3	\$132
Roen Hohlfeld	Ecological Designer 5	\$183
Ryan Kahlo	Principal 1	\$248
Sage Yuasa	Ecologist 2	\$156
Sam Payne	Ecologist 4	\$180
Sydni Gibson	Accounting Billing Clerk	\$109
Tami Camper	Planner 4	\$168

*** HOURLY RATES ARE BILLED AT THE POSTED YEARLY RATE WHICH IS UPDATED ON JANUARY 1ST OF EACH YEAR. CLIENT WILL BE NOTIFIED OF UPDATED RATES PRIOR TO JANUARY BILLING.**



Facet
2026 In-House Expense Rates
Effective: 1/1/2026-12/31/2026

Description	Rate
2026 Mileage Allowable	Current Federal Rate
Photocopies - In House B&W 8.5x11	\$0.18 per page
Photocopies - In-House B&W 11x17	\$0.38 per page
Photocopies - In-House B&W 22x34	\$1.47 per page
Photocopies - In-House B&W 24x36	\$1.70 per page
Photocopies - In-House B&W 30x42	\$2.48 per page
Photocopies - In-House B&W 36x48	\$2.72 per page
Photocopies - In House Color 8.5x11	\$0.74 per page
Photocopies - In-House Color 11x17	\$1.51 per page
Photocopies - In-House Color 22x34	\$5.90 per page
Photocopies - In-House Color 24x36	\$7.44 per page
Photocopies - In-House Color 30x42	\$10.67 per page
Photocopies - In-House Color 36x48	\$10.78 per page
Photocopies - In-House Digital Mylar 22x34	\$26.25 per page
Photocopies - In-House Digital Mylar 24x36	\$31.50 per page
Drone and Insurance Fee	\$200.00 per day
26 Electrofishing Equipment Rental	\$500.00 per day
Field Tablet & Apps	\$25.00 per day
Toll Fees	At cost
Trimble DA2 Equipment Fee	\$50.00 per day
Water Quality Equipment Rental	\$50.00 per day
Web Survey Administration	\$35.00 per survey
Website Hosting Fee	\$50.00 per month
Website Hosting Fee	\$600.00 per year
Fish Exclusion Fencing Fee	\$300.00 per day
Prevailing Wage Filing Fees (\$40 affidavit/\$40 intent)	\$80.00 per each

RESOLUTION NO. 26-2094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE PROFESSIONAL SERVICES AGREEMENT WITH FACET NW, INC. FOR ON-CALL ARBORIST SERVICES TO SUPPORT SOUND TRANSIT BUS RAPID TRANSIT (ST3) PERMIT REVIEW

WHEREAS, the Lake Forest Park Municipal Code requires the City to provide technical permit review in a timely manner for permits submitted for Sound Transit’s Bus Rapid Transit project; and

WHEREAS, the City needs on-call arborist services for permit review of the Sound Transit Bus Rapid Transit tree permit applications; and

WHEREAS, Facet NW, Inc. has qualified and experienced arborists who can perform these services; and

WHEREAS, the City Attorney has reviewed and approved the form of the proposed contract.

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

Section 1. AUTHORIZATION. The City Council of the City of Lake Forest Park hereby authorizes the Mayor to sign the Professional Services Agreement for On-Call Arborist Services to Support Sound Transit Bus Rapid Transit (ST3) Permit Review with Facet NW, Inc. in substantially the same form as Attachment 1.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this ____ day of _____ 2026.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 26-2094

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT
On-Call Arborist Services to Support the Sound
Transit Bus Rapid Transit (ST3) Permit Review**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **Facet NW, Inc.** (the "Consultant"), a Washington corporation, dated the last date signed below.

Consultant Business: Facet NW, Inc.
Consultant Address: 9706 4th Ave NE #300, Seattle, WA 98115
Consultant Phone: (206) 523-0024
Contact Name Drue Epping
Consultant e-mail: DEpping@facetnw.com
Federal Employee ID No.: 91136439
Authorized City Representative Mark Hofman, Community Development Director
for this contract: mhofman@cityofflp.gov

WHEREAS, the City desires to provide technical permit review in a timely manner for permits submitted for the Sound Transit Bus Rapid Transit project; and

WHEREAS, it is beneficial for the City to obtain the services of a consultant with experience to perform this work to support City departments; and

WHEREAS, the City finds that Facet NW, Inc. is qualified and experienced in the work and with city codes and processes.

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

1. Employment of Consultant. The City retains the Consultant to provide, on an on-call, Task Order basis, the services described in Exhibit A incorporated herein ("Scope of Work" or "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

The Consultant's project manager(s) of the Work shall be Drue Epping. The project manager(s) shall not be replaced without the prior written consent of the City.

The City will assign work, as needed, by written Task Order. The City does not guarantee a minimum amount of work, if any, to be assigned.

The Term of this Agreement shall be through June 30, 2029, with an option for up to one (1) 1-year extension, unless terminated earlier by either party according to Section 5.

2. Compensation.

A. The compensation to be paid to Consultant for the Work, including all services and expenses, shall be for services provided at the rates listed in Exhibit B, which includes rates for all items for Task Order Work. Consultant shall invoice the City monthly for each Task Order separately on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

B. Consultant shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred.

C. Consultant may update Exhibit B annually, in accordance with Section 16.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to ap@cityofilfp.gov its request for payment of each Task Order separately, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

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

Consultant hereby assigns to the City all right, title, and interest in and to any work product deliverables including all reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, created in connection with the Work.

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

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

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

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

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

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

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

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

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

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

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

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

F. Verification of Coverage.

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

G. Notice of Cancellation.

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

H. Failure to Maintain Insurance.

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

I. City Full Availability of Consultant Limits.

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

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

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

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

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

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

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

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

16. Modification of Agreement. This Agreement may be modified by a writing that is signed by authorized representatives of the City and the Consultant.

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

18. Notices.

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

City of Lake Forest Park
Attn: Mark Hofman, Community Development Director
17425 Ballinger Way NE
Lake Forest Park, WA 98155
Email: mhofman@cityoflfp.gov

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

Facet NW, Inc.
Attn: Drue Epping, Urban Forest Planner
9706 4th Ave NE #300, Seattle, WA 98115
Email: DEpping@facetnw.com

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

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

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

	CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.
CITY OF LAKE FOREST PARK WASHINGTON	COMPANY NAME
By: _____ Tom French, Mayor	By _____ Kimberly Frappier Principal, Arboriculture & Urban Forestry
Date _____	Date: _____

ATTEST:

Matthew McLean, City Clerk
Date: _____

APPROVED AS TO FORM:

Kim Adams Pratt, City Attorney
Date: _____

Exhibit A

Facet NW, Inc. On-Call Arborist Services to Support the Permit Review for the Sound Transit Bus Rapid Transit (ST3) Project- Scope of Services

Services may include, but are not limited to:

General Scope of Services

Upon the City's request, Facet NW, Inc. shall provide arborist review support services that may include:

1. Reviewing development applications for conformance with the City's tree regulations per Chapter 16.14 LFPMP, and condition permit approvals to ensure appropriate tree protection during development, including tree inventories, tree replacement plans, and other technical arborist reports.
2. Peer review, field assessment, and verification of environmental documentation submitted in support of development proposals for compliance with tree and other environmental regulations as they relate to Chapter 16.14 LFPMP, including, but not limited to:
 - a. Arborist reports;
 - b. Critical areas reports;
 - c. Habitat assessment reports;
 - d. Shoreline no net loss reports;
 - e. Geotechnical reports;
 - f. Mitigation plans, and;
 - g. SEPA checklists.
3. Timely, accurate, and detailed responses to unexpected and regularly scheduled service requests.
4. Field inspections of work associated with tree protection, removal, risk assessment, replacement, and monitoring.
5. On-call support services for projects where the City requires expert review and analysis to determine consistency with Chapter 16.14 LFPMP.
6. Collaborative work in a regulatory environment with other agencies, interest groups, and permit applicants.
7. Attend project meetings, testify at public hearings, and participate in public meetings as requested by City staff.
8. Staff training and technical assistance support for Lake Forest Park Tree Board.
9. The creation of memorandums that provide analysis and narrative on how applicant-provided technical reports document compliance with applicable regulations.

Witness Testimony

Provide ~~indirect~~ / direct witness testimony on behalf of the City in the event of an appeal of a related City permit or land use decision.

City Administrator Report City of Lake Forest Park

Date: August 13, 2026

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

CC: Honorable Mayor Tom French
Leadership Team

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

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

I. Intergovernmental and local issues update.

Police Department

From July 15 – August 4, 2026, Lake Forest Park Police Department Patrol Officers, Detectives, and Support Services Officers responded to a total of 742 calls for service. These calls included both incidents dispatched by NORCOM and officer-initiated activities. The breakdown below summarizes the types of calls handled during this reporting period:

- 1 Burglary
- 71 Behavioral Health Incidents
- 8 Disturbances
- 2 Domestic Violence Incident
- 2 DUI
- 5 Hit & Runs
- 2 Suicide/Suicide Attempts
- 33 Suspicious Incidents
- 5 Thefts/Forgeries
- 2 Trespass
- 1 Drug Investigation
- 10 Warrant Arrests
- 95 Requests for assistance (by community members, fire department, other police agencies, etc.)
- 352 Traffic stops, traffic accidents and traffic related calls
- 153 Miscellaneous calls (alarms, foot patrol, property lost & found, animal problem, etc.)

Lake Forest Park



Traffic Safety

1, 2, 3...(4) strikes you're out!

- A patrol officer stopped a vehicle on the 16500 block of 39th Ave NE for a trip permit inspection/violation. Upon investigation, it was ascertained that the trip permit was fraudulent. The driver also had an outstanding warrant out of Lynwood for theft.
- A vehicle was stopped for no plate and failure to use a turn signal. The VIN number was also obstructed, and the driver did not have insurance.
- A mini motorcycle bike driver was cited for no motorcycle endorsement, no insurance, no plate and HOV (bus) lane violation.
- A driver was found to have a suspended license, no insurance, obstructed plate, and tinted windshield.

National Night Out

2026 National Night Out was a complete success!

Our police officers had a wonderful time visiting more than 20 neighborhood gatherings throughout Lake Forest Park. It was a great opportunity to connect with community members, share some food, answer questions, and strengthen the relationships that make our community so special.

We were also pleased to have Mayor French, Councilmember Furutani, and Police Chief Zanella join us as they visited neighborhoods and met with residents.

The police department would like to thank all of the neighborhoods that hosted events and to everyone who came out to spend the evening with us.



POLICE • COMMUNITY PARTNERSHIPS

Public Works

That's Not the Intended Use

Net Scooter

Today's installment of "**That's Not the Intended Use**" comes to us from Horizon View Park, where a scooter was recently discovered tangled in the net of the basketball hoop.

Points for game making creativity, this is after all how Pickleball was invented... Unfortunately, we do have to report that this is **not** the intended use of a scooter.

A scooter is designed to transport one person from Point A to Point B. It is ideal for riding to the park, cruising the neighborhood, or proving to your younger sibling that you can absolutely do a bunny hop.

It is **not** intended for:

- Decorating basketball hoops.
- Testing the tensile strength of the net.
- Playing keep away from your younger sister.
- Juggling.



For those wondering what **is** intended to go through a basketball hoop, here's a handy reference:



Basketballs. That's it.

Basketballs may travel through the hoop from above. They may also occasionally bounce off the rim, the backboard, or your friend's forehead. All of these uses are within the manufacturer's expectations.

Scooters, on the other hand, should remain firmly on the ground where their tiny wheels can continue their important work of making "click-click-click" sounds over sidewalk cracks.

Unfortunately, it costs time and money for parks staff to remove items like this that are left where they are not wanted. Please, resist the urge to add a bicycle, shopping cart, or traffic cone "to keep it company."

Remember: **Scooters are for riding. Basketball hoops are for basketballs.**

Everything else belongs in our next edition of "**That's Not the Intended Use.**"

Vegetation Management

With several major projects taking center stage over the past few weeks, combined with being short on crew members this summer, vegetation management activities had fallen behind schedule.

This week, staff dedicated significant time to catching up on vegetation-related work throughout the City, including improving sight lines around signs and intersections and completing outstanding vegetation work orders. These efforts will continue to improve visibility, safety, and the overall appearance of City streets and public areas.

Pothole Repairs

Staff completed repairs on two potholes identified through the City's work order system. These repairs addressed outstanding maintenance requests and improved roadway conditions for residents and travelers.

Horizon View Pickleball Windscreens

Staff completed installation of the new windscreens at the Horizon View pickleball courts. A mini scissor lift was rented for the project, allowing the crew to efficiently complete the installation in a single day.

The completed project reduces the wind interference at the courts and provides better overall experience for court users. The only thing left now is deciding who gets credit for the improved pickleball performance, the new windscreens or the players.



McAleer Creek / NE 35th Bypass Review

Staff spent time reviewing the McAleer Creek bypass system and the bypass located behind Brookside Elementary on NE 35th to better understand the scope and equipment needed to

perform the annual dredging and repair activities. Maintenance of this system is part of the City's NPDES permit requirements.

City Hall Work Orders: Keeping the House in Order

Staff completed several outstanding work orders around City Hall. A little maintenance here and there keeps the building looking its best and helps ensure City Hall continues to serve the community well—because even buildings need a little attention now and then. 

Horizon View Trail Root Protection Project

The Horizon View Trail project repaired a section of trail that had experienced significant damage from mature tree roots lifting and impacting the existing asphalt surface. Rather than removing roots or continuing with temporary pavement repairs, the city is trying out a product that intends to preserve the existing trees while restoring a safe, accessible, and durable trail surface.

The project involved carefully removing sections of damaged asphalt, exposing the underlying root system using a high-pressure air shovel to minimize impacts to the trees, installing the Cupolex structural support system around the roots, and rebuilding the trail base and asphalt surface. This approach is intended to allow the trees to continue growing while providing the structural support needed to protect the trail from future root-related damage.

The project also provided a valuable opportunity for Public Works staff to gain experience with specialized equipment and construction techniques that can be applied to future projects. Staff were able to perform much of the work in-house, building knowledge and capabilities related to trail reconstruction, tree preservation, and innovative infrastructure solutions.

The completed project provides residents with an improved walking surface while demonstrating the city's commitment to protecting existing natural resources and investing in long-term, sustainable maintenance solutions.

II. Internal City Information

Municipal Services

Passport Services

For the month of July, passport agents took 283 photos and processed 402 passport applications. These applications are in addition to helping applicants eligible for renewals with their mail-in or online applications. Revenue remained fairly consistent year over year with \$20,875 in July 2026 compared to \$21,875 in July 2025.

III. Council Information

Community Development and Public Works

Sound Transit BRT- Sound Transit is seeking local development and building permits for a proposed Bus Rapid Transit project in the City of Lake Forest Park along SR522. Acquisitions of additional right-of-way have occurred over the past years and appear to be accomplished. The development and building applications required by adopted Lake Forest Park Municipal Code prior to commencement of construction are now being submitted to the City. An initial Right-of-Way permit application (No. 260282) was submitted to the City on June 18, 2026. On July 15, 2026, staff transmitted a Letter of Incompleteness for application No. 260282 to Sound Transit identifying items needing to be addressed for the application to be found complete and for technical review to commence.

The No. 260282 permit application project description includes that, *“Sound Transit’s Stride Bus Rapid Transit (BRT) project includes construction of corridor improvements for the SR 522/NE 145th BRT Project along approximately 9.3 miles of existing public roadway between Shoreline/Seattle (BT305), Lake Forest Park (BT306), and Kenmore/Bothell (BT307), including portions of SR 523 (NE 145th Street) and SR 522 (Bothell Way NE). The proposed BRT project will increase regional mobility and improve transit speed and reliability along the corridor, with interconnections to Link light rail and to other bus services. This permit is for right-of-way (ROW) construction to support the Sound Transit’s Stride BRT project in Lake Forest Park (BT306) along SR-522 (Bothell Way NE), approximately between MP 4.22 to MP 5.85. ROW construction in the BT306 Lake Forest Park segment of the project is anticipated to occur in Summer 2027. See attached Project Narrative, Site Plan, Traffic Control Plan, Civil Drawings and Project Plans, along with other supporting documents attached to this application for further details. Once Permitted, the project in Lake Forest Park is expected to take roughly 20 months.”*

City staff continues to review responses from Sound Transit and technical review of permit No. 260282 has not begun. On July 31, 2026, Sound transit began to submit additional development applications to the City for processing. City staff is currently reviewing those recent submittals. Sound Transit communicated in late June 2026 that they anticipate submitting one right-of-way excavation permit application, one right-of-way tree removal permit application, ten major critical area permit applications, forty-one right-of-way retaining wall permits, forty-one grading permits, and approximately ten building/demolition permits.

IV. Response to Citizen and Council Comments

V. Contract Reporting

AG-26-033: Administrative Office of the Courts; Reimbursement agreement for *Blake* costs.

AG-26-034: Associated Paving, LLC, \$20,000; Paving for the Horizon View Park trail rehabilitation project.

VI. Legislative Update

VII. Community Events

6th Annual Battle of the Bands with ShoreLake Arts!

Saturday, August 22, 2026; 4:00 p.m. – 8:00 p.m. (music starts at 5:00 p.m.)

Get ready for a summer night full of music, energy, and local talent! ShoreLake Arts proudly presents the 6th Annual Battle of the Bands, a dynamic showcase of emerging and developing bands from across Washington State.

This all-ages event features a diverse lineup of musical styles, offering something for everyone—from indie rock to funk, pop, and beyond. Enjoy the show from the comfort of your lawn chairs and blankets, and soak up the lively, family-friendly atmosphere.



21+ Beer & Wine Garden



Local Food Vendors



Live Performances by Rising Artists

The Battle of the Bands is more than a concert—it's a stepping stone for up-and-coming musicians, offering them a chance to build their skills, connect with industry professionals, and shine on a public stage.

Don't miss this chance to support the arts and discover the future of Washington's music scene—right in your own backyard!

All ages welcome. 21+ access required for Beer & Wine Garden.

The ShoreLake Battle of the Bands aims to support the development of emerging musical talent in Washington State. The competition provides these up-and-coming musicians a platform and a unique pathway to build their musical skills and network with industry professionals.

Family Day at the LFP Farmers Market!

Sunday, August 23, 2026

Mark your calendars - Sunday, August 23 (10:00 AM - 2:00 PM) - and bring the whole crew for a day packed with fresh produce, sweet and savory treats, and kid-friendly fun!

Family Day is coming to the Lake Forest Park Farmers Market!



 Live Music

 Bubbles, balloons & bean bag toss

 Coloring fun & giveaways

 A real big rig from the City of LFP to climb and explore

To join in on the fun, the Public Works Department will be there with their big rig
unveiling the new name of the street sweeper that won the popular vote at Safety Day!

VIII. Upcoming City Sponsored Events

Picnic in the Park!

Save the Date

Saturday, September 12, 2026

Picnic in the Park is back! Help the City in celebrating our LFP community, Saturday, September 12, 2026 -10:00AM to 2:00PM, at Pfingst Animal Acres Park! Join with family and friends for music, booths, kid's attractions and activities, food trucks, petting zoo, and more!



IX. Meetings Calendar

Fall break



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	August 13, 2026
Originating Department	Executive
Contact Person	Phillip Hill, City Administrator
Title	Resolution 26-2095/ Confirming the Mayor's Offer of Employment to Diego Zanella as Chief of Police and Authorizing the Mayor to Sign the Employment Agreement

Legislative History

- First Presentation/Action – August 13, 2026

Attachments:

1. Resolution 26-2095
2. Employment Agreement between Diego Zanella and the City of Lake Forest Park
3. Diego Zanella Resume

Executive Summary

The Mayor has extended an offer of employment to Diego Zanella for the position of Chief of Police for the City. The Mayor is seeking confirmation of the appointment pursuant to section 2.16.020 of the Lake Forest Park Municipal Code and authority to enter into an Employment Agreement.

Background

Following the retirement announcement of Chief Michael Harden, the City embarked on a process to select a new Chief of Police. Two internal candidates were invited to interviews by the Mayor and City Administrator, members of the City Council, Human Resources, a member of the Lake Forest Park Police Guild, a member of the Lake Forest Park Civil Service Commission, and the City of Redmond Police Chief.

Diego Zanella was selected by the Mayor for the position of Chief of Police. The terms of the employment agreement are as follows:

Term of Employment Agreement:	5-years followed by 1-year automatic extensions
Base Compensation:	\$210,445.92/annually
Vacation:	Accrual same as other non-represented staff based on longevity and administrative leave, same as other department heads.
Sick Leave:	Same as non-represented employees
Health, Life, LTD:	Same as non-represented employees
Pension/Retirement:	Eligible for LEOFF
Severance:	3-months if terminated without cause within first year; 4-months if terminated without cause within the second year; 5-months if terminated without cause within the third year; 6-months if terminated without cause within the fourth year and beyond
Automobile:	City will provide a take home car as employee lives within 45-miles of City Hall.

Washington State Criminal Justice Training Commission (WSCJTC)

In response to Senate Bill 5974 (eff. May 1, 2026), WSCJTC has provided information/clarification for the requirements of hiring a Chief (includes internal promotion). The city will need to submit an Eligibility Requirement Verification form to WSCJTC, following a full background investigation – no earlier than six-months prior to the date of employment, but before the Notice of Hire.

To meet this requirement, the Administration recommends that should Council confirm the appointment of Diego Zanella as Chief of Police, that the authorization for the Mayor to sign the Employment Agreement be subject to the full background investigation and submittal of the Eligibility Requirement Verification form to WSCJTC.

Fiscal & Policy Implications

The Chief of Police position is a budgeted and approved position in the 2025-2026 City Budget.

Alternatives

<i>Options</i>	<i>Results</i>
• Leave the Chief of Police position open	Failure to fill this vital role will seriously hamper the department's ability to provide expected levels of service
• Confirm the Mayor's selection of Diego Zanella for Chief of Police	The Mayor will sign the employment agreement, and the department will move forward with filling the Commander's role

Staff Recommendation

Waive the three touches and adopt Resolution 26-2095/Confirming the Mayor's offer of employment to Diego Zanella as Chief of Police and Authorizing the Mayor to sign the employment agreement subject to a full background investigation, and submittal of the Eligibility Requirement Verification form to WSCJTC.

RESOLUTION NO. 26-~~2095XXXX~~**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN EMPLOYMENT AGREEMENT WITH DIEGO ZANELLA FOR THE CHIEF OF POLICE POSITION**

WHEREAS, Michael L. Harden announced his retirement effective May 31, 2026, creating a vacancy in the Chief of Police position; and

WHEREAS, the City selected two internal candidates to interview on July 16, 2026 with the Mayor, City Council, Leadership Team, Law Enforcement Panel, and a Public Advisory Panel; and

WHEREAS, the Mayor has extended an employment offer to Diego Zanella and he has accepted the Mayor's offer; and

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

Section 1. CONFIRMATION. The City Council confirms the appointment by the Mayor of Diego Zanella as the Chief of Police of Lake Forest Park.

Section 2. AUTHORIZATION. The City Council authorizes the Mayor to sign an Employment Agreement with Diego Zanella for the Chief of Police position as substantially set forth in Exhibit A contingent on completion of a background check that verifies that Diego Zanella has met the eligibility requirements in newly adopted SB 5974.

Section 3. 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, numbering, section/subsection numbers and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 13th day of August, 2026.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 26-~~XXXX~~2095

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into effective August 13, 2026, by and between the City of Lake Forest Park, a Washington municipal corporation (“City”) and Diego Zanella (“Zanella” or “Employee”). The City and Employee are referred to collectively herein as “the Parties.”

WHEREAS, the City of Lake Forest Park desires to employ the services of Zanella as Police Chief and Zanella desires to accept such employment;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Term. This Agreement shall remain in full force in effect for five (5) years from August 13, 2026 (“Term”) unless this Agreement is terminated by the City or Employee as provided in Section 12 or 13 of this Agreement, or unless extended or amended by the mutual agreement of the Parties. The Term shall be renewed automatically for additional one year period(s) unless terminated by the City in writing by notice to Employee delivered no fewer than 90 days prior to expiration of the then-applicable Term. If employee is provided with notice of non-renewal as set forth in this section, he is not entitled to the separation benefits set forth in Section 12.

2. Duties. Employee shall faithfully and competently and to the best of his abilities, serve the City as Chief of Police, subject to the general supervision and direction of the Mayor and the City Administrator, and he shall devote his working time to the duties and responsibilities as set forth in federal, state and local law and City policy. The position of Chief of Police for the City of Lake Forest Park is an exempt Civil Service position, as provided for by RCW and LFPMC 2.16.020.

2.1. Response Time. Employee shall maintain a primary residency that allows them to respond within one hour to City limits for emergency duties.

3. Compensation.

3.1. Base Salary. As compensation for Employee’s services under this Agreement, the City shall pay and Employee shall accept an annual base salary, before all customary payroll deductions, of \$210,445.92 (“Base Salary”), payable in accordance with the regular payment schedule for the City’s salaried employees. Employee’s Base Salary may be increased under the circumstances set forth in Section 3.2 below, upon approval by the Mayor, and otherwise as set forth in Section 3.3 herein.

3.2. Base Salary and Compensation Review. Employee’s Base Salary and other compensation provided herein shall be reviewed annually following the performance evaluation described in Section 11 below. Upon a satisfactory performance evaluation as determined by the Mayor in the exercise of reasonable discretion, Employee shall be eligible for Base Salary

increases as determined by the City. To align with the City's budgeted salary schedule, Base Salary increases shall be effective January 1st of the proceeding calendar year.

3.3. Cost of Living Adjustment. Employee's Base Salary shall be increased by the same cost-of-living adjustment ("COLA") provided to other non-bargaining unit City employees ("Other Employees"), up to a maximum of three percent (3%) of the then-applicable Base Salary. Annual COLA's are not guaranteed and are granted at the sole discretion of the City.

3.4. Overtime. Employee is an exempt employee under Washington State and Federal law and shall receive no overtime or other compensation for hours worked over forty (40) per week.

3.5. Uniforms and Equipment. Employee shall be provided uniforms and ordinary and necessary equipment in amount of be established in the City's budget. The City will provide reasonable dry-cleaning services, through the City's vendor, for City provided uniforms.

4. Benefits. During the Term of this Agreement, the City shall provide medical, dental, long-term disability and vision coverage for Employee and their eligible dependent(s) on the same basis and to the same extent that such benefits are provided to Police Guild Represented Employees. .

4.1. Life Insurance and Accidental Death & Dismemberment. The City shall provide Employee with group term life insurance and accidental death & dismemberment (AD&D) in the same amount provided to other Management, Professional and Exempt Employees ("Other MPE Employees"). At the commencement of this Agreement, that amount shall be \$50,000.00. Employee may supplement the City's insurance at their option.

4.2. Disability. The City shall provide Employee with disability insurance in the same amount provided to Other MPE Employees. At the commencement of this Agreement, that amount shall be 67% benefit after 90-day waiting period.

4.3. Employee Assistance Program. The City shall provide Employee with an Employee Assistance Program (EAP) coverage consistent with the same benefit offered to Other MPE Employees.

5. Vacation and Sick Leave. During the Term of this Agreement, the Employee shall accrue annual vacation on the same basis and to the same extent that such vacation leave is provided to Other MPE Employees in accordance with the City's Vacation Policy. Upon separation, Employee shall be compensated in cash, at their base wage rate, for any accrued but unused vacation, in accordance with City policy. It is understood and agreed by the Parties that such vacation accrual benefits Other MPE Employees receive may change from time to time at the City's discretion. Employee shall accrue annual sick leave at the same rate and to the same extent that such sick leave is provided to Other MPE Employees. Unused vacation and sick leave may be carried forward to the next calendar year subject to the annual maximums set forth in CityPolicy. On an annual basis, 25% of unused sick leave in excess of 480 hours of accrued sick leave may be converted to vacation leave at the Employee's request. Employee will be compensated in cash, at their base wage rate of pay, for 50% any unused accumulation of sick leave up to 960 hours upon retirement from the City. All other provisions of the City's Sick Leave Policy will apply.

6. Holidays and Administrative Leave. Employee shall be entitled to paid calendar holidays (*e.g.*, Christmas Day, New Year's Day) on the same basis as Other MPE Employees. As of the commencement of this Agreement, there are 11 paid calendar holidays. Employee shall also be entitled to two (2) floating holidays. In 2026, Employee shall not be entitled to any additional Administrative Leave; thereafter, Employee shall be entitled to Administrative Leave on the same basis and to the same extent as Other MPE Employees. Administrative leave may not be carried over from year to year and may not be cashed out at the termination of this Agreement regardless of whether the termination is initiated by Employee or the City and regardless of whether termination is with or without cause.

7. Pension/Retirement. Employee is required to participate in the Law Enforcement Officers and Fire Fighters II (LEOFF II) Retirement System, with a portion of contributions deducted from their pay in accordance with the Department of Retirement System (DRS). Employee shall also benefit from and participate in the City's 401A Social Security Replacement program in accordance with Other MPE Employees. Employee may voluntarily contribute to the City's Deferred Compensation Program – 457 Plan in accordance with Other MPE Employees.

8. Professional Memberships. During the Term of this Agreement, the City shall pay Employee's annual professional dues for membership in the Federal Bureau of Investigation National Academy Associates, the International Association of Chiefs of Police, and the Washington Association of Sheriffs and Police Chiefs.

9. Professional Conferences. Subject to the amount budgeted by the City Council, the City shall pay or provide reimbursement for Employee's travel, food, lodging and incidental expenses for professional and official travel, meetings and occasions required to maintain his professional development and to adequately pursue official and other functions for the City and in accordance with the City's Job Related Travel Allowance and Other Business Expense Policy.

10. Business Expenses and Business Equipment.

10.1. Business Expenses. City recognizes that Employee will incur expenses from time to time for the City's benefit and in furtherance of City business. The City shall reimburse Employee for reasonable and necessary business expenses, in accordance with City Policy.

10.2. Take Home Vehicle. If Employee resides within 45 miles of City Hall, Employee shall be furnished a take home police vehicle and gasoline for traveling between Employee's residence and the Police Department or other business-related location, as necessary in the performance of the City's business and to respond to police emergencies. Should Employee reside more than 45 miles from City Hall, Employee shall receive a vehicle allowance of \$250.00 per month in lieu of a take-home vehicle. Employee will not use the City issued vehicle for reasons outside the course and scope of their job duties.

10.3. Cell Phone. Employee shall be issued a cell phone for work-related activities consistent with the type of telephone generally provided to other City department directors, by which Employee shall remain available to be contacted before and after regular business hours, as City business may require. The City shall pay the cost of the monthly cellular and data plan required for Employee's cell phone consistent with the amounts paid for the cellphone for other

department directors. Employee's cell phone use must be consistent with City policy and Employee acknowledges that records created with or maintained on a City cell phone are subject to records retention laws and disclosure under the Public Records Act.

11. Performance Evaluation.

11.1. Performance Measures. The Mayor or, at the Mayor's direction, the City Administrator, shall in consultation with the Employee and within three (3) months of the execution of this Agreement establish a work plan and performance goals and objectives for the proceeding 12 months of Employee's employment. The performance goals and objectives shall be reduced to writing and attached to and incorporated by reference to the Agreement as though fully set forth herein. After each annual performance review, the Mayor and Employee shall define additional work plans, performance goals and objectives by which to continue to measure the performance of the Employee. The performance goals and objectives shall be practicably attainable within the time limitations specified and the annual operation and capital budgets and appropriations provided. The Mayor and Employee shall also establish the relative priority among the Employee's performance goals and objectives and reduce them to writing.

11.2. Annual Performance Reviews. Performance reviews shall occur annually for the duration of this Agreement, the Mayor (or, at the Mayor's direction, the City Administrator) shall evaluate the performance of Employee; provided, however, that evaluations may occur more frequently if deemed necessary by the Mayor in the Mayor's sole discretion. Evaluations shall assess Employee's performance using the work plan, performance goals and objectives referred to in 11.1 above, as the work plan, goals and objectives may be revised by the Mayor and Employee and reduced to writing after each successive performance evaluation.

12. Termination by the City. The City may terminate this Agreement with written mutual consent or as follows:

12.1. Cause. The City may terminate this Agreement for "cause." "Cause" shall mean a fair and honest cause or reason, regulated by good faith on the part of the City, based on facts which are supported by substantial evidence, and which the City reasonably believes to be true, and is not for any arbitrary, capricious or illegal reason. Acts, errors, or omissions which discredit the City, materially impair the provision of orderly services to the citizens of the City, or which otherwise constitute unsatisfactory performance, as determined by the Mayor, shall constitute "cause". The following are additional examples of the types of conduct which may constitute "cause" and result in termination: (1) Consumption or possession of alcohol, illegal drugs, or controlled substances on the job, or arriving at work under the influence of alcohol, illegal drugs, or controlled substances; (2). Violation of a lawful duty; (3) Insubordination; (4) An arrest for a criminal offense, the filing of a complaint, information, or indictment alleging a crime, or a conviction of any crime; (5) Acceptance of fees, gratuities or other valuable items in the performance of the Employee's official duties for the City; (6) Engaging in any transaction or activity which is in conflict with or incompatible with the proper discharge of official duties; (7) lack of bondability; (8) material breach of this Agreement; (9) commission of fraud; (10) violation of City personnel policies or police department policies; (11) breach of fiduciary duties owed to the City; or (12) violation of the FBI NAA, IACP and/or WASPC Code of Ethics. The foregoing list of examples is not all-inclusive nor is it intended to identify all possible bases for termination.

If the City believes “cause” exists, it shall provide Employee written notice of the alleged cause and 10 business days to cure where cure is possible, prior to any final action being taken. The Employee may respond orally or in writing within the 10-day period. If Employee is terminated for “cause,” he shall receive no compensation except for days actually worked and accrued but unused vacation leave as determined in accordance with the Employee Handbook.

12.2. Without Cause. The City may terminate this Agreement without cause. In this event, Employee shall be compensated for days actually worked and may cash out in a lump sum any accumulated but unused vacation leave as determined in accordance with the City’s Vacation Policy. In addition, Employee shall severance based upon their then applicable Base Salary, less applicable taxes and withholding, for a period corresponding to Employee’s length of service, as follows: if termination without cause occurs during Employee’s first year of employment as Police Chief, Employee shall receive three (3) months of severance; if termination occurs during Employee’s second year of employment as Police Chief, Employee shall receive four (4) months of severance; if termination occurs during Employee’s third year of employment as Police Chief, Employee shall receive five (5) months of severance; if termination occurs during Employee’s fourth year of employment as Police Chief or later, Employee shall receive six (6) months of severance. Such severance will be paid in a lump sum on their final paycheck following the last pay period with recorded hours.

12.3. Disability. If due to physical or mental incapacity or other health-related issues certified by their treating healthcare provider Employee cannot substantially perform his duties on a full-time basis for three consecutive months, or shorter periods totaling 120 days within a 12-month period, and if within 30 days after the City provides written notice of potential termination he has not returned to his full-time duties, then this Agreement shall terminate for “disability.” In this event, Employee shall receive no other compensation except for days actually worked. Employee shall be eligible for cash out of accrued and unused vacation and sick leave as described in Section 5.

12.4. Effect of Termination. Immediately upon the effective date of termination under either Section 12 or Section 13 of this Agreement, Employee shall cease to perform any activities on behalf of the City and will cease to hold himself out as representing the City, and will forfeit and return all City issued equipment, uniforms, and other City owned property assigned to, or in possession of, the Employee.

13. Termination by Employee.

13.1. With Notice by Employee. Employee may terminate this Agreement with written mutual consent, or upon at least 90 days written notice of his resignation. In the event of termination by Employee, Employee shall receive no other compensation except for days actually worked and may cash out accumulated but unused annual vacation leave if they have provided the City with the 90 days’ notice required by this section. During the six (6) months following the termination date, Employee shall make himself available to the City for up to 80 hours (not to exceed 10 hours in any week) as may be requested from time to time by the City at no additional compensation to Employee. During the six (6) month period, Employee shall be entitled to reimbursement at the then-applicable IRS mileage reimbursement rate for vehicle miles driven in performance of the City’s business.

13.2. Upon Employee’s Death. If Employee dies during the Term, the City shall pay to his estate compensation for days actually worked and for any accrued but unused annual vacation leave.

14. Venue and Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington without reference to its choice-of-law rules. The venue for any claim or lawsuit arising out of or relating to the construction, interpretation, or enforcement of this Agreement shall be the Superior court of King County, Washington, which the parties further agree has exclusive jurisdiction over the parties and subject matter.

15. Notices. All notices and other communications required or permitted under this Agreement shall be validly given, made or served if in writing and delivered personally or sent by registered mail, to:

The City:
Mayor, City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, Washington 98155

Employee:

or to such other address as either party may designate from time to time upon written notice to the other party.

16. Other Provisions. This Agreement constitutes the entire agreement and understanding between the parties as to its subject matter. All prior agreements or understandings, whether oral or written, are superseded by and merged into this Agreement and cannot be used as evidence of the parties’ intent herein. As both parties have been fully involved in drafting this Agreement, neither side may argue that the Agreement should be construed against its drafter if a dispute arises. If any provision herein is deemed invalid, the other provisions (including the valid part of a partly invalid provision) shall continue in full force and effect. This Agreement may not be amended or modified except in writing by the Parties and as expressly approved by the Council. Any waiver by the City of Employee’s breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Employee. No provision of this Agreement shall be deemed waived except as set forth in writing by the parties. Neither party may assign any right or delegate any duties hereunder without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the latest date of signature below.

CITY OF LAKE FOREST PARK,
a Washington municipal corporation

EMPLOYEE

By: _____
Tom French,
Its Mayor

Diego Zanella

Date: _____, 2026

Date: _____, 2026

State of Washington)
) ss.
 County of King)

On this day personally appeared before me Diego Zanella to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 20__.

 Print Name: _____
 NOTARY PUBLIC in and for the State of
 Washington, residing at _____
 My commission expires: _____

State of Washington)
) ss.
 County of King)

I certify that I know or have satisfactory evidence that Tom French is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Lake Forest Park to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

 Print Name: _____
 NOTARY PUBLIC in and for the State of
 Washington, residing at _____
 My commission expires: _____

Diego Zanella

June 23, 2026

Area of Expertise

Over twenty years of progressively responsible law enforcement experience. Extensive training and experience in patrol procedures, complex investigations, tactical operations, projects and personnel supervision, emergency management, leadership, community relationship and outreach, policies and procedures, upper-level and executive management, and educational services.

Over twenty-two years of involvement with the academic field in criminal justice, law, and public policy.

Experience

Lake Forest Park Police Department (WA)

October 2019 to current

Division Commander/Interim Police Chief: Oversaw both the Support Services Division (records, evidence, detectives, training, hiring & retaining, accreditation, policies, internal investigations, social media, outreach & events, budget, etc.), and the Operations Division (Uniformed Patrol). Acted as Interim Chief when needed and assisted the Chief with the agency's overall planning, operation, and budget.

University of Washington Police Department (WA)

November 2017 to October 2019

Interim Patrol Commander (April 2019 to October 2019) and **Patrol Officer/Detective** (November 2017 to March 2019): Oversaw patrol operations and investigations. Acted as Interim Deputy Chief when needed.

King County Small Police Agencies-Major Crime Task Force (WA)

April 2016 to November 2017

Incident Commander and Task Force Commander (April 2016 to September 2019): Oversaw multi-agency task force operation, administration, and budget. Supervised thirteen investigators, one crime scene photographer, and three supervisors.

Issaquah Police Department (WA)

April 2007 to November 2017

Patrol Officer, Patrol Supervisor (Corporal), SWAT Operator, School Resource Officer, Detective, Detective Supervisor, and Patrol Operations Acting Sergeant: Patrol duties and Investigation duties.

Diego Zanella

Kent Police Department (WA)

April 2006 to April 2007

Patrol Officer (April 2019 to October 2019): Patrol duties.**IBEW International Brotherhood of Electrical Workers - Union Local 46 (WA)**

September 1998 to April 2006

Apprentice, Journeyman, and Foreman: Commercial and industrial electrical installations.**Education****American Military University – Charles Town (WV)**

Master's degree in criminal justice (2014)

The Evergreen State College – Olympia (WA)

Bachelor's degree in law, Justice & Public Policies (2006)

North Seattle Community College – Seattle (WA)

Associate degree in Control Technology (2005)

South Seattle Community College – Seattle (WA)

Associate Degree in Applied Science (2003)

Training and Affiliations

- WASPC, International Academy of Public Safety, and National Command & Staff College – Credible Leadership Program ICLD
- 21st Century Police Leadership
- FBI-LEEDA Executive Certification
- FBI-LEEDA Command Certification
- FBI-LEEDA Supervisor Certification
- CJTC Middle Level Management Certification
- CJTC First Line Supervisor
- FEMA-ICS Supervisor/Administrator
- ABLE (Active Bystandership for Law Enforcement) Instructor – Georgetown University Law Center,

- Investigation training (search warrants, crime scenes, child abuse, interview and interrogation, homicide investigations, DNA, latent fingerprints, street crimes, undercover, marijuana indoor grow, etc.).
- Tactical (SWAT, executive protection, active shooter response instructor, distraction devices, tactical combat casualty care, and defensive tactics).
- Diversity training, implicit bias, communication, de-escalation, multicultural society, trust & transparency, sensitivity training, community engagement, collaborative policing, embracing change, data-driven crime reduction solutions, etc.
- Member of the International Association of Campus Law Enforcement Administrators (IACLEA).
- Member of the International Association of Chiefs of Police (IACP).
- Member of the Washington State Sheriffs and Police Chiefs (WASPC).

Military

185 Gruppo Artiglieria Paracadutisti Folgore. Unita' Speciale "Stinger" (185 Paratrooper Artillery Group Folgore. Special Unit "Stinger"). Livorno, Italy.

Corporal Major Paratrooper (1987-1989). Worked with NATO forces. Discharged with honor.

Volunteer Experiences

Shoreline Community College (WA) and Seattle University (WA)

Member of both Criminal Justice Advisory Boards.

Law Enforcement Mentorship – Seattle (WA)

Students and officers' mentor (2010 to current)

Seattle Humane Society – Seattle (WA)

Dog trainer (2011)

King County Superior Court – Seattle (WA)

Community Accountability Board Member – Youth Diversion Program (2004-2005)

Children's Hospital – Seattle (WA)

Volunteered in the Child Life Support Dept. (2003)

**ARÊTE LAW GROUP**

Kevin Rosenfield
krosenfield@aretelaw.com
Direct: (206) 428-3259

600 University Street
Suite 2420
Seattle, WA 98101
Office: (206) 428-3250

July 16, 2026

VIA EMAIL ONLY

City of Lake Forest Park
Attn: Rebecca Dickinson
17425 Ballinger Way NE
Lake Forest Park, WA 98155
rdickinson@cityoflfp.gov

Re: Engagement of Arete Law Group

Dear Ms. Dickinson:

Thank you for retaining Arete Law Group PLLC to represent City of Lake Forest Park (“the Client” or “you”). We look forward to working with you.

This letter establishes the terms of our engagement as legal counsel. If you have any questions or concerns regarding this letter, please contact me to discuss them.

Our firm will use its best efforts in representing you in this matter. In exchange for our services, the Client agrees to pay us for time expended on the case and for any costs we advance on its behalf.

Please be advised that the attorney-client relationship is between Arete Law Group and the Client, and Arete Law Group does not represent the Client’s employees in their individual capacity. Should future matters arise between you and the Client, you may need to seek individual legal representation. Any discussions we have in your capacity as owner, officer, director, manager or other official representative of the Client will, of course, be subject to attorney-client privilege.

The Scope of the Representation

As we have discussed, the scope of our Client representation will include advice and representation regarding the dispute involving Johansen Construction Company and the ‘SR 104 and 40th Place NE Roundabout’ construction project. Should the Client or Arete Law Group desire to modify the scope of work to be performed, each will execute an amendment to this engagement letter.

Conflicts of Interest

The Washington State Bar Association and the Rules of Professional Conduct require that we check for conflicts of interest based upon information you provide. At this time Arete Law Group has identified no present conflicts of interest. Because circumstances change, we all must be continually alert to any developing conflicts. Please call us immediately once you recognize a conflict or potential conflict.

Work Assignments

Although you will be our initial Client contact, we may also work with other Client members or representatives, if appropriate. If you prefer that we only communicate or report to particular people, please advise in writing. Absent that, we will assume that the Client representative is authorized to direct us and that he or she will disseminate our advice to all appropriate Client levels.

Deposits

At this time, we will not require an advance fee/cost deposit from you. If we anticipate that significant costs likely will be incurred at some stage of the proceedings, we may ask you either to advance the costs to us (for direct payment made by us to third parties) or to pay the costs directly (upon prior approval made by us of third-party invoices). In addition, should this matter proceed to trial, we reserve the right to require an additional advance fee deposit ("Trial Retainer") as a condition of representation. We will discuss these situations with you if they arise.

As a general practice, and consistent with our ethical and fiscal responsibilities, we will deposit any retainers, advance fees, and other client funds of modest amount(s) or that we will hold only for short periods of time, in a pooled interest-bearing trust account called an IOLTA account, a statewide procedure approved by the Supreme Court of Washington. The interest accruing in the IOLTA account, net of transaction costs, is paid to the Legal Foundation of Washington as established by the Supreme Court. The interest is not taxable to clients; rather the Legal Foundation uses it to assist in providing representation to persons who cannot otherwise afford it. You may request in writing that we establish a separate trust account for your funds. The interest earned on such an account, net of the financial institution's charges, will be deposited in the account and taxable to you.

Fees

We determine our fees by multiplying the number of hours worked on your behalf by the hourly rates of the attorneys, paralegals and/or legal assistants who provide services to you. I will be the attorney in our office primarily responsible for your case. My rate for this matter is \$495 per hour. The rate for my colleague, Lisa Herb, for this matter is \$400 per hour. Whenever reasonable economies can be achieved, and consistent with effective representation, we will use paralegals, whose hourly rates are lower than attorneys, to reduce your costs and expenses. The paralegal rate for this matter is \$220 per hour. Our hourly rates are reviewed annually and may increase during the course of this engagement, typically on January 1. After reasonable notice to you, you agree to pay our hourly rates (as adjusted) for all legal services provided.

Our clients sometimes request estimates of anticipated fees for a particular matter. The estimates we render are not a guarantee of the maximum fee, and events often occur which substantially alter our predictions. Actual fees may exceed any estimates given.

Costs

Costs advanced consist of all out-of-pocket expenditures we will make on your behalf, such as payment of filing fees, deposition costs, messenger services, travel expenses, and the like. By engaging Arete Law Group you agree that, except to the extent otherwise agreed to in writing, we will function as your agent and will have authority to incur such costs as deemed by us to be necessary in rendering services to you. These costs are incurred on your behalf and you are responsible for their payment. We do not charge for incidental copying (such as file copies and copies for office use). When it is necessary to do larger copying projects (normally more than fifty or so pages) we will either send the project to an outside copying

company (and charge you the actual invoice cost) or do the copying in our office at our actual cost. All costs will be itemized by category in each invoice. We do not assess any handling charges or mark-ups on costs advanced. If your case requires the services of experts, consultants, or other outside vendors, we may elect at our discretion to have you pay their bills directly. If this is the case, you agree to pay those bills promptly upon receipt to prevent delay in necessary services on your behalf or additional charges for late payment.

In most cases, during the discovery process electronic information will be exchanged between the parties. In order to efficiently process and review this information, we employ an outside vendor to provide database services. In the event this matter requires a database, an estimate of the specific costs will be provided to the Client prior to establishing the database.

Invoices

We will invoice you monthly for services rendered and costs advanced on your behalf. If you have questions or concerns about an invoice, please bring them to my attention within 30 days of the date of the invoice. If you have not raised a question within that time period, we will assume that you have no questions regarding our statement and that you acknowledge the amount to be correct and owing. Monies are due and payable within 30 days of the date of the invoice. Any invoiced amounts that are not timely paid shall bear interest at the rate of one percent (1.0%) per month or the maximum allowed by law, whichever is less, until paid. We may withdraw from the representation, after reasonable notice, if invoices are not paid when due.

Arete Law Group utilizes electronic invoicing. Monthly invoices will be sent to the following designated email address(es):

If you would prefer to receive invoices via standard U.S. mail in addition to the electronic copy, please include your mailing address below:

Name: _____
Address 1: _____
Address 2: _____
City, State, Zip Code: _____

You may change the designated email or mailing address at any time by notifying Arete Law Group at accounting@aretelaw.com. Please note it may take up to one billing cycle for the change to become effective in our system.

Payments

Arete Law Group accepts payment by check, ACH, eCheck and credit or debit card. For ACH account information, please email your request to accounting@aretelaw.com. There is no charge for payments made by ACH or with a debit card. A credit card processing fee of 2.95% will be added to any credit card payment made by Visa, Mastercard or Discover. Beginning January 2, 2026, a credit card processing fee of 3.75% will be added for any credit card payment made by Amex as an offset of the increased expenses we incur to facilitate such payments. The surcharge amount may change during the course of our representation but will never exceed the actual amount charged to the firm per transaction.

If you utilize a billing portal for submission and payment of invoices, please provide the required account set up information and billing guidelines prior to the close of the first billing cycle to accounting@aretelaw.com.

Payment will be for professional services provided by Arete Law Group and related expenses as detailed on said invoice.

If your account becomes delinquent and the delinquency continues without an arrangement for payment satisfactory to us, we may withdraw from further representation and/or pursue collection of your account. If your account becomes 60 days past due, you agree we may suspend further legal work until your account is brought current.

Communications

You hereby grant Arete Law Group permission to contact you via phone calls, text messages, and emails for purposes related to our representation of you, including, but not limited to, case updates, appointment scheduling, billing and other communications. You acknowledge and consent that such communications may be made using automated systems or prerecorded messages where applicable. You understand that standard messaging and data rates may apply and agree to notify Arete Law Group in writing if you wish to revoke or modify this consent.

No Guarantee of Outcome

We do not and cannot guarantee the outcome of any matter. We may express our opinions and views concerning claims, defenses and strategy, and potential anticipated results we may expect. Any such statement is intended solely to be an expression of opinions, views and beliefs, based on information available at the time, and is not and should not be construed as a guarantee of any kind.

Arbitration

As a material part of our agreement the Client and Arete Law Group agree that in the event any dispute arise between us as to unpaid billings for fees and costs or any other matter relating to our representation of you, such dispute shall be resolved by final and binding arbitration conducted in Seattle, Washington, administered by and in accordance with the then-existing JAMS Comprehensive Arbitration Rules and Procedures. The arbitrator's fees and other administration fees, if any, shall be borne equally by the parties. The state or federal courts in Seattle, Washington shall be the exclusive venue for any motion to confirm or vacate any arbitration award. The terms and provisions of this engagement letter, as well as our respective rights and obligations hereunder, shall be construed pursuant to and in accordance with the laws of the State of Washington. Naturally, we do not expect that any of the provisions of this paragraph will have to be applied to you and look forward to a wholly amicable relationship.

Information

You understand that the accuracy and completeness of any document or presentation prepared by us is dependent upon the accuracy of information submitted by you to us. To that end, you agree to review all such information for its accuracy and completeness prior to supplying it to us. You further represent that any material, information, reports, and financial statements, whether rendered orally or in writing, furnished to us by you will be accurate, and that we may rely upon the truth and accuracy of such information.

Insurance Coverage

With respect to any legal dispute, there may be insurance coverage available to cover all or a portion of your legal expenses and/or any judgment against you. Our scope of representation does not include determining whether insurance coverage applies in any way to the matters in which we are providing you representation. Nor does our scope of representation include advising you about your rights under any insurance policy. We encourage you to investigate potential insurance coverage and to contact your insurance company or insurance broker to determine if there may be coverage available. Should you determine that such insurance coverage is available to you, please inform us at your earliest convenience. Please be aware that obtaining coverage may depend on prompt notification to the insurance company, so it is important that you not delay your investigation of any potential insurance coverage.

Document Retention Policy

At the conclusion of our services on the matter to which this Engagement Agreement is applicable and per our obligations, we will maintain an electronic copy of your file for a period of three (3) years (“Retention Period”). You may request a copy of your file at any time prior to the end of the Retention Period. If you prefer to receive a hard copy of your file, reasonable printing and copying charges may apply.

Any original documents provided to the Firm during the course of our representation of you will be returned to you at the close of our representation. If you believe we are in possession of additional original documents not already returned to you, it is your responsibility to contact the Firm in writing within 30 days of the close of our representation and/or the return of the original documents. Otherwise, any remaining hard copy documents may be destroyed.

At the expiration of the Retention Period the electronic copy of your file may be destroyed unless you request we store it longer. If you wish us to store the file for longer than our normal Retention Period, you must give us written notice of that request within 30 days of the close of representation. Please note that you are responsible for keeping us informed of any change to your contact information during the ensuing time period. At the expiration of the extended Retention Period, we will contact you regarding retaining or destroying your file. If we are unable to reach you after reasonable attempts, we will retain or destroy your file in accordance with the Firm’s policy and our obligations.

Excluded from the Retention Period and pursuant to our obligations, records of IOLTA trust transactions related to the matter to which this Engagement Agreement is applicable and/or original property maintained for your benefit will be retained for a period of seven (7) years.

Termination of the Attorney-Client Relationship

Both you and Arete Law Group have the right at any time to terminate the attorney-client relationship. If you decide to terminate the relationship you must notify us immediately of your decision in writing.

If we determine that we are no longer able to represent you, we must abide by the Rules of Professional Conduct, which apply to all attorneys in Washington. Circumstances covered by the Rules of Professional Conduct regarding withdrawal from representation include but are not limited to misrepresentation or failure by the client to fully inform the attorney regarding material facts, conduct by the client that is inconsistent with the attorney’s advice, failure by the client to pay fees and/or costs, and a conflict of interest. If we believe a situation is developing that might require us to withdraw as your attorneys, we will make every effort to identify the situation and discuss it with you before making any

decision. If we decide to withdraw, we will immediately give you written notice to that effect. In the event of a termination you remain responsible for payment of any legal services or costs incurred to the date of the termination. If you decide to terminate our attorney-client relationship, you will also be responsible for service and costs necessary in concluding or transferring the matter on which we have been working for you.

If you have any questions, please let me know. If the foregoing terms and conditions are satisfactory, please indicate your agreement by signing and returning a copy of this letter to me.

Again, we appreciate your having retained our firm in this matter. We look forward to working with you.

Sincerely,

/s/ Kevin Rosenfield

Kevin Rosenfield

AGREED TO AND ACCEPTED:

Client Signature

By: _____
Printed Name

Its: _____
Position With Company

Dated: _____

AGREED TO AND ACCEPTED:

Client Signature

By: _____
Printed Name

Its: _____
Position With Company

Dated: _____

CLIENT CONTACT INFORMATION

Client or Representative's Name

Mailing Address

City State, Zip

Phone Number

Email Address (if different from the billing address above)

Addendum A

The following is Addendum A to the Engagement letter dated August 7, 2026, between Arete Law Group PLLC (Attorney) and the City of Lake Forest Park (City).

Insurance

Attorney shall maintain for the duration of this Agreement professional liability insurance with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Attorney shall provide Client with written notice of any policy cancellation within two business days of their receipt of such notice.

This policy shall contain provisions that Attorney's insurance coverage shall be primary insurance with respect to claims arising from Attorney's acts, errors, or omissions. Attorney shall furnish the City with a certificate of insurance evidencing the insurance requirements under this Agreement prior to sending its first monthly statement.

Statements

Attorney's monthly statements to the City shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Reimbursable costs shall be separately itemized.

Attorney shall submit all invoices electronically to rdickinson@cityofflp.gov with a copy to ap@cityofflp.gov.

The Attorney shall complete and return a W-9 to the City prior to or with the first invoice.

Business License

To the extent mandated by LFPMC 5.02.030, the Attorney shall obtain a City of Lake Forest Park Business License prior to performing any services and maintain the business license in good standing throughout the term of its Agreement with the City. Such business license shall not be required to the extent that Attorney operates from premises outside of the city and qualifies for an exemption under LFPMC 5.020.030(B)(7).

Notices

Any notice required under this Agreement will be addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party) and may be made via email, personal delivery, or recognized overnight courier (such as FedEx). All notices shall be effective upon the date of receipt.

Notices to the City:

City of Lake Forest Park
Attn: Rebecca Dickinson
17425 Ballinger Way NE
Lake Forest Park, WA 98155
rdickinson@cityofflp.gov

Notices to the Attorney:

Kevin Rosenfield
Arete Law Group PLLC
600 University Street, Suite 2420
Seattle, WA 98101
krosenfield@aretelaw.com

CITY OF LAKE FOREST PARK

Rebecca Dickinson
Program Executive
Date: _____

ARETE LAW GROUP PLLC

Kevin Rosenfield
Its:
Date: _____