



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, February 26, 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:

Join Zoom Webinar: <https://us06web.zoom.us/j/87276662793>
Call into Webinar: 253-215-8782 | **Webinar ID:** 872 7666 2793

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

5. PRESENTATIONS

- A. Department of Natural Resources - Commissioner of Public Lands Dave Upthegrove
- B. Swearing in of new Lake Forest Park Police Officer Conner Ivey
- [C.](#) Tree Board Annual Report and Work Plan for 2026
- [D.](#) Planning Commission Annual Report and Work Plan for 2026

6. PROCLAMATIONS

- [A.](#) Recognizing March 2026 as Women's History Month

7. CONSENT CALENDAR

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

- [A.](#) Resolution 26-2063/Authorizing the Mayor to Sign Amendment No. 1 to AG-24-026 with Facet for the Phase 2 Lakefront Improvements for Design, Engineering, Environmental Review, and Permitting Project
- [B.](#) City Expenditures for the Period Ending February 26, 2026
- [C.](#) Consider Reappointment to the Planning Commission

8. ORDINANCES AND RESOLUTIONS FOR INTRODUCTION / REFERRAL

- [A.](#) Resolution 26-2065/Authorizing the Mayor to Sign the King Conservation District Member Jurisdiction Grant

- B.** Resolution 26-2066/Authorizing the Mayor to Sign a Second Amendment and Extension to the Professional Services Agreement with SAFEbuilt Washington, LLC for Municipal Building Services Coverage
- C.** Resolution 26-2067/Revival of the Police Department Motors Unit, purchase of a traffic enforcement police motorcycle and training of one motor officer.

9. ORDINANCES AND RESOLUTIONS FOR ACTION

- A.** Resolution 26-2061/Reaffirming the City of Lake Forest Park's commitment to community policing, de-escalation, and the protection of constitutional rights

10. COUNCIL DISCUSSION AND ACTION

11. OTHER BUSINESS

12. COUNCIL COMMITTEE REPORTS

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

13. ADJOURN

FUTURE SCHEDULE

- Thursday, March 12, 2026, 6:00 p.m. City Council Work Session – *hybrid meeting (City Hall and via Zoom)*
- Thursday, March 12, 2026, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*
- Thursday, March 19, 2026, 6:00 p.m. Budget & Finance Committee Meeting – *hybrid meeting (City Hall and via Zoom)*
- Monday, March 23, 2026, 6:00 p.m. Committee of the Whole Meeting – *hybrid meeting (City Hall and via Zoom)*
- Thursday, March 26, 2026, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*

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

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



Tree Board 2025 Annual Report

City of Lake Forest Park

Introduction

This report summarizes the work conducted by the Tree Board for calendar year 2025 as well as the current board term status.

- The Lake Forest Park Tree Board advises the City Council, with a primary responsibility for making policy and regulatory recommendations concerning the management of trees and forest canopy in Lake Forest Park.
- Additionally, the Tree Board holds the responsibility of providing outreach and education to the community on tree-related issues, including, but not limited to, organizing public events involving trees.

Tree Board Members during 2025*

Commissioner	Term Expires	Status
Mark Phillips (^)	2/28/26	Active
Victoria Kutasz (^^)	2/28/28	Active
Richard Olmstead	2/28/26	Active
Stacey Spain	2/28/28	Active
Doug Sprugel	2/28/27	Active
Richard Saunders	2/28/26	Active

[^] Chair; ^{^^} Vice Chair

* There was one vacant board position as of December 31, 2025, with one member, Richard Olmstead, planning to retire in February 2026 after serving multiple terms. Board members Saunders and Phillips wish to be reappointed for an additional term. Three new board members were appointed in January 2026 (Ross Baarslag-Benson, Minda Martin, and Kyle Gati), bringing the number of members to eight going forward.

Planning Staff & Council Liaison 2025

Staff Member	Title
Sam Kull	Urban Forest Planner
Drue Epping	Urban Forest Planner (January – July 2025)
Elizabeth Talavera	Assistant Planner

City Council Liaison	Title
Larry Goldman	Councilmember

Work Plan Accomplishments

Advise the Mayor and City Council on tree-related issues

- Contributed forest/tree input to the Climate Element of the Comprehensive Plan. In addition, Stacey Spain and Victoria Kutasz served on the Climate Policy Advisory Team.
- Assisted the Urban Forest Planner in completing two grant applications:
 - Sustainable Forest Initiative (SFI) - a \$70,000 grant to fund a review and evaluation of LFP's management of its community forest. The outputs of this study will enable updating of LFP's Community Forest Management Plan.
 - King Conservation District Canopy Analysis – will allow understanding of the extent of LFP's forest canopy from several additional and more detailed perspectives: wetlands, land use zones, individual parcels, precincts.
- Began discussion of updating LFP's Community Forest Management Plan by reviewing current plan and looking at other cities' comparable documents.
- Maintained code amendment recommendations to the City Council, developed last year, concerning the list of acceptable replacement trees and the definition of exceptional trees. These recommendations are waiting for council consideration.

Public Outreach and Education on Trees

Tree Board members distributed educational materials and spoke to citizens about our city's community forest at several community events during the year. We were able to answer some tree questions, refer residents to the Urban Forest Planner for others, and encourage several people to consider becoming Tree Board members.

- Green Fair – March 29
- Arbor Day – April 27, including a guided tree walk around Horizon View Park
- Joint meeting with Climate Action Committee – June 3.
- Picnic in the Park – September 6
- Farmers Market – October 5, including a tree identification challenge
- Climate Hub opening – October 12

Richard Olmstead contributed an article for the City newsletter on the highly invasive European Holly tree.



Tree Board Work Plan

2026

Tree Board Pillars
1. Public Outreach and Education on Trees
2. Tree Planting and Maintenance Events
3. Advise the Mayor and Council on city-wide tree studies and Tree Fund spending priorities.

**Each of the items above are reflective of the Council Strategic Plan Goal: Healthy Environment section of the Comprehensive Plan Policy Implementation (EQ-9). The third item is also reflective of the Council Strategic Plan Goal: Accountable and Engaged Gov't section of the Comprehensive Plan Policy Implementation (EQ-9).*

*** Designated Lead in respective action items.*

2026 Work Plan Action Items	Duration	Target Date	Done ?	Lead	Time Estimate
Public Outreach and Education on Trees					
Review LFP web content and incorporate code changes	Annual	Oct		**Richard S. Victoria	12 hrs/yr
Host annual Arbor Day activity such as tree planting	One-time	April		**Mark Stacey Victoria	12 hrs/yr
Develop content to improve public outreach (including property owners, realtors, and tree service companies) through city newsletters and other formats	On-going	N/A		**Victoria Mark Minda Kyle Sam	2 hrs/mo
Stay in communication with peer advocacy and stakeholder groups (e.g. LFP Stewardship Foundation, Parks Board, WA DNR Urban & Community Forestry Div.), and look for opportunities to work together	Monthly	N/A		**Victoria Stacey Mark	1 hr/mo
Update and publicize Tree Walks	One-time			**Stacey Sam Ross	12 hrs/yr
Participate in community outreach events (Green Fair, Picnic in the park, Arbor Day, Farmers Market)	One-time	Ongoing		**Victoria Stacey Mark	8 hrs

General invasive plant management, including education opportunities and educational materials	On-going	June		Mark **Stacey Ross Kyle	12 hrs/yr
Tree Planting and Maintenance Events					
Pursue invasive tree removal and restoration by developing a city-wide parks plan by prioritizing 5-Acre Woods in collaboration with other interest groups such as the Stewardship Foundation and the Parks Board	On-going	Summer		**Richard Sam	24 hrs/yr
Support and promote tree planting and maintenance/watering events (e.g. street tree program, tree planting in parks, and storm water infrastructure).	On-going	N/A		**Doug Victoria Minda	20 hrs/yr
Review and stay up to date with requirements for the DNR Evergreen Community Program, including required meetings and tree-related activity	Annual	N/A		**Victoria Sam	12 hrs/yr
Advise the Mayor and Council on city-wide tree studies and Tree Fund spending priorities.					
Assess results of canopy coverage study and make recommendations to Council.	Jan-Aug	Feb		**Doug, Sam	TBD
Comprehensively review and update Community Forest Management Plan through Sustainability Forest Initiative grant	On-going	Dec		**Mark Sam	12 hrs/ yr
Meet w/ Council and Mayor periodically re: accomplishments, follow up on council actions (e.g. adopting new Tree Codes)	On-going	Feb		**Victoria Mark Council Liaison	5 hrs/yr
Review Tree Permit data (compiled by Urban Forest Planner from monthly reports)	Annual	Ongoing		**Richard S. Sam	12 hrs/yr
Deliver Annual Report and Work Plan to Council and Mayor	Annual	Feb		**Mark	8 hrs/yr



City of Lake Forest Park Planning Commission 2026 Work Plan (for Feb. 26, 2026 City Council)

Project Summary	Focus as a % of estimated time that will be devoted to each project in 2026.
1. Tools and incentives for housing affordability <ul style="list-style-type: none"> • Review, explore, and discuss opportunities • Recommend methods and potential amendments to the City Council • Review min. lot size regulations and other • Consider consolidation of similar zoning districts • ADU options for applicability to duplex residential 	40%
2. Critical Areas Ordinance mandatory update to the Lake Forest Park Municipal Code. <ul style="list-style-type: none"> • Introduction with background information and process • Review of existing adopted critical areas regulations • Review and recommendation to City Council on proposed amendments to the LFPMC 	30%
3. Puget Sound Regional Council (PSRC) Certification of the December 2024 Periodic Update of the Lake Forest Park Comprehensive Plan-Transportation Element comments. <ul style="list-style-type: none"> • Funding and Council resolution with 2026 work plan to PSRC for conditional certification • Planning Commission review and recommendation of voluntary amendment to the Comprehensive Plan to the City Council • Apply for PSRC full Certification in 2026 	30%

Review of additional City issues for future consideration: Parking Lot Items

Potential Comprehensive Plan Docketing Amendments (Voluntary annual docketing amendments, not GMA mandated. The GMA Periodic Update was completed on schedule in December of 2024. The Climate Element amendment was completed in December of 2025, four years prior to the mandated deadline.)

- Implementation Chapter addition with the 2025 Comprehensive Plan Amendment.
- King County Housing Authority 2025 comments review re: housing policy and implementation items.
- Climate Element implementation chapter, with items for new Climate Coordinator/Manager.

Major Development Regulation Item Updates

- Shoreline Master Plan Mandatory Update (Mandatory, June 2019 and then June 2027; WAC 173.26.090.1 and RCW 90.58.080.4.B.i). Update effort to start after Dept. of Ecology rulemaking effort is completed.
- Subdivision Code Amendments to LFPMC- including Short Plat Expiration Regulation. (Voluntary but could become mandatory in 2026/2027)
- Wireless Facilities Ordinance Amendments to LFPMC. (Voluntary but needed)
- Development regulations for co-living, emergency shelters, transitional housing, and permanent supportive housing. See Ordinance 1227, and Ord. 24-1302? (Mandatory but completed or partially completed in 2025 Middle Housing Ord.)

Potential Parking Regulations and Transit Oriented Development (Voluntary but could become mandatory in 2026/2027)

- HB 1235 Parking Requirements Amendments to LFPMC
- SSB 6015 Parking Requirements Amendments to LFPMC
- HB 1491 Transit Oriented Development Parking and Floor Area Ratio Amendments to LFPMC
- Review range of parking ratios from Low Density Residential to Apartments to Multi-Family
- Review potential for no parking requirements, at City Council direction, if directed

Other Land Use Items (Voluntary)

- Lot Split LFPMC Amendments- re: HB 1096

- Tree Regulations Amendments to LFPMC (Tree Board tree list and DBH criteria)
- Economic development, business assistance for small businesses and mixed use (House Bill 1175 proposed in 2025/2026 WA Legislative Session).
- Neighborhood scale businesses
- Expand commercial base, with feedback from business representatives.
- Reasonable Use Exceptions (RUEs), revisit and end user guide.
- Housing in Southern Gateway, potential incentives.
- Tree Canopy Report, update w/Tree Board. (SFI Grant in 2026/2027)
- Parks, Recreations, Open Space, & Trails (PROST) Plan update.
- Safe Streets, sidewalks, etc.
- Education on/of development regulations.
- Perkins Way and 40th Place impacts, traffic calming and safety, light rail.



PROCLAMATION

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play critical economic, cultural, and social roles in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, American women have served our country courageously in the military; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim March 2026 as

WOMEN'S HISTORY MONTH

in the City of Lake Forest Park and urge all residents to join in this special observance.

Signed this 26th day of February 2026

Tom French, Mayor



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date February 26, 2026

Originating Department Community Development Department

Contact Person Cory Mattson, Community Programs Planner
Mark Hofman, Community Development Director

Title Resolution 26-2063/Authorizing the Mayor to Sign Amendment No. 1 to AG-24-026 with Facet for the Phase 2 Lakefront Improvements for Design, Engineering, Environmental Review, and Permitting Project

Legislative History

- First Presentation February 12, 2026
- Second Presentation February 26, 2026

Attachments:

1. Resolution 26-2063/Authorizing the Mayor to Sign Amendment No. 1 to AG-24-026 with Facet for the Phase 2 Lakefront Improvements for Design, Engineering, Environmental Review, and Permitting Project
2. Amendment No. 1 to AG-24-026 with Facet dated June 27, 2024
3. AG-24-026: Professional Services Agreement for Consultant Services with Facet for the Phase 2 Lakefront Improvements for Design, Engineering, Environmental Review, and Permitting Project

Executive Summary

The City received a SEPA appeal request on the Determination of Nonsignificance with Mitigation Measures dated October 16, 2025. The hearing date for the appeal has been delayed to late February, necessitating an extension of the Phase 2 Lakefront Project contract with Facet (AG-24-026, Lakefront Improvements for Design, Engineering, Environmental Review, and Permitting Project). City staff and the consultant are requesting to amend the contract, extending the Completion Date to December 31, 2026. No additional funding is requested at this time.

Background

The City retained Facet and its teaming partners (Consultant) for “Lakefront Improvements for Design, Engineering, Environmental Review, and Permitting” (Project) located at 17337, 17345, and 17347 Beach Dr NE (parcels 403010-0050, -0035, and -0040), Lake Forest Park. The Project is intended to improve public waterfront access through the transition of a single-family residential property into a public waterfront park and integration of the property with an existing waterfront preserve.

This contract outlines the second phase of the Project (Phase 2) which will encompass design development, permitting, construction documentation, and bid support. Specific efforts will include project management; outreach and engagement; site assessments; design studies; design services; preparation of plans, specifications, and estimates (PS&E); permitting; and assistance during contractor bidding.

Fiscal & Policy Implications

The Phase 2 Facet contract (AG-24-026) is allocated in the current 2025-2026 Budget and should not exceed the original budgeted amount at this time. The project has been on hold for the hearing date and SEPA appeal and the amendment would allow the consultant to finish the contracted work following the conclusion of the hearing.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> Authorize the Mayor to sign the amendment for consultant services with Facet 	<p>The consultant will continue Phase 2 of the Lakefront Improvements for Design, Engineering, Environmental Review, and Permitting Project</p>
<ul style="list-style-type: none"> Do not authorize the Mayor to sign the amendment for consultant services with Facet 	<p>The contract for Lakefront Improvements for Design, Engineering, Environmental Review, and Permitting Project will expire</p>

Staff Recommendation

Approve Resolution 26-2063/Authorizing the Mayor to Sign Amendment No. 1 to AG-24-026 with Facet for the Phase 2 Lakefront Improvements for Design, Engineering, Environmental Review, and Permitting Project.

RESOLUTION NO. 26-2063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO 1 TO AG-24-026 WITH FACET AND THE CITY OF LAKE FOREST PARK FOR CONSULTANT SERVICES FOR THE PHASE 2 LAKEFRONT IMPROVEMENTS FOR DESIGN, ENGINEERING, ENVIRONMENTAL REVIEW, AND PERMITTING PROJECT

WHEREAS, promoting community vitality and a healthy environment are goals of the Lake Forest Park City Council’s Strategic Plan; and

WHEREAS, adding public water access for residents is a top priority of the City’s Parks, Recreation, Open Space, & Trails Plan; and

WHEREAS, the City acquired real property November 30, 2021 located at 17345 & 17347 Beach Dr. NE (KC Parcel No. 4030100040 and 4030100035) for future use as a public park and open space with recreation elements, access to the water, indoor and outdoor community gathering spaces, with expansion and enhancements of the Lyon Creek Waterfront Preserve (“Lake Front property”); and

WHEREAS, the City received a SEPA appeal request on the Determination of Nonsignificant with Mitigation Measures for the Lakefront Park Project that necessitates an extension of the agreement with Facet to complete the desired Phase 2 Lakefront Improvements for Design, Engineering, Environmental Review, and Permitting Project.

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 Amendment No. 1 to the Professional Services Agreement with Facet, AG-24-026, for Phase 2 Lakefront Improvements for Design, Engineering, Environmental Review, and Permitting Project in substantially the same form as attached hereto 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 February 2026.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean

FILED WITH THE CITY CLERK: January 26, 2026
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 26-2063

Amendment No. 1 to the
Professional Services Agreement between the
City of Lake Forest Park and Facet
Dated June 27, 2024

The Professional Services Agreement between the City of Lake Forest Park and Facet NW, Inc., AG-24-026 (hereafter the "Agreement"), is amended by Amendment No. 1 and is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 16 of the Agreement.

- 1. Section 1 of the Agreement is hereby amended to change the completion date as follows:

Employment of Consultant.

...

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than ~~January~~ **December** 31, 2026, unless the completion date is extended in writing by the City ("Completion Date"). Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

All other terms and conditions remain as provided in the original Agreement.

CITY OF LAKE FOREST PARK

FACET NW, INC.

Signed: _____

Signed: _____

Printed Name: Tom French

Printed Name: _____

Title: Mayor

Title: _____

Dated: _____

Dated: _____

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT
Agreement Title: Consultant Services with Facet for the Phase 2
Lakefront Improvements for Design, Engineering, Environmental
Review, and Permitting Project**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **Facet** (the "Consultant"), a Washington corporation, dated this 27th day of June, 2024.

Consultant Business: Facet NW, Inc.
Consultant Address: 9706 4th Ave NE, Suite 300, Seattle, WA 98115
Consultant Phone: (425)650-1332
Consultant Fax: (425)827-8136
Contact Name Erik Davido, President
Consultant e-mail: edavido@facetnw.com
Federal Employee ID No.: 91-1364393
Authorized City Representative Cory Roche, Environmental & Sustainability
for this contract: Specialist

WHEREAS, the City desires to prepare and continue improvements for development, engineering, environmental review, and permitting for the City's Lakefront Park Project Phase 2; and

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

WHEREAS, the City finds that Facet is qualified and experienced in preparing and continuing the desired improvement plans and other required work;

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

1. Employment of Consultant. The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for the Consultant Services with Facet for the Lakefront Improvements for Design, Engineering, Environmental, and Permitting Project ("collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

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

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

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than January 31, 2026, unless the completion date is extended in writing by the City ("Completion Date"). Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

2. Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed One Million, One Hundred and Nine Thousand and Eight Hundred and Five Dollars (\$1,109,805.00) as shown on Exhibit A ("Total Compensation"), which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

B. The full scope of work described in Exhibit A Work shall be authorized in two (2) parts as described below:

1. Part 1 is work from contract beginning through December 31, 2024, or up to a maximum amount of Six Hundred Thousand Dollars (\$600,000.00), including labor fees and expenses, whichever occurs first. Consultant shall be authorized to proceed with Part 1 when issued written notice to proceed by the City.

2. Part 2 is the continuation of work from the end of Part 1 through Completion Date and up to the Total Compensation amount. Consultant shall not proceed with Part 2 without express written authorization from the City. The Parties acknowledge that performance of and payment for Part 2 is subject to the City obtaining funding. City is not obligated to proceed with Part 2.

An estimated schedule of the work described in Exhibit A Work is provided as Exhibit B Schedule.

C. Consultant shall be paid in such amounts and in such manner as described in Exhibit A.

D. Consultant shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred. If overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to Cory Roche, Environmental and Sustainability Specialist croche@cityofffp.gov its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

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

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be

used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

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

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

7. Indemnification. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide

Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

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

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

deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

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

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

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

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

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

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

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

18. Notices.

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

City of Lake Forest Park
Attn: Cory Roche, Environmental and Sustainability Specialist
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

Facet
Attn: Amber Mikluscak, Principal of Landscape Architecture
9706 4th Ave NE, Suite 300
Seattle, WA 98115
amikluscak@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 date first above written

<p>CITY OF LAKE FOREST PARK WASHINGTON</p> <p>By: <u>Lorri Bodi</u> <small>Lorri Bodi (Jul 1, 2024 16:02 PDT)</small> Lorri Bodi, Deputy Mayor</p> <p>Date: June 27, 2024</p>	<p>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</p> <p>FACET</p> <p>By </p> <p>Typed/Printed Name: _____ Erik Davido</p> <p>Its _____ President</p> <p>Date: <u>7/2/2024</u></p>
<p>ATTEST:</p> <p><u>Matthew McLean</u> <small>Matthew McLean (Jun 28, 2024 12:29 PDT)</small> Matthew McLean, City Clerk</p> <p>Date: June 27, 2024</p>	
<p>APPROVED AS TO FORM:</p> <p><u>Kim A. Pratt</u> Kim Adams Pratt, City Attorney</p> <p>Date: <u>June 27, 2024</u></p>	



LAKE FOREST PARK LAKEFRONT IMPROVEMENTS – PHASE 2
CITY OF LAKE FOREST PARK

SCOPE OF WORK

Project Overview

The City of Lake Forest Park (City) has retained Facet and its teaming partners (Consultant) for “Lakefront Improvements Design, Engineering, Environmental, and Permitting” (Project) located at 17337, 17345, and 17347 Beach Dr NE (parcels 403010-0050, -0035, and -0040), Lake Forest Park. The Project is intended to improve public waterfront access through the transition of a newly acquired single-family residential property into a public waterfront park and integration of the property with an existing waterfront preserve.

This contract outlines the second phase of the Project, hereafter referred to as Phase 2, which will encompass design development, permitting, construction documentation, and bid support. Specific efforts will include project management; outreach and engagement; site assessments; design studies; design services; preparation of plans, specifications, and estimates (PS&E); permitting; and, assistance during contractor bidding.

Project Team

Facet, the prime consultant, will provide project management, community/stakeholder outreach and engagement, landscape architecture, civil engineering, structural engineering, marine engineering, and environmental documentation and permitting.

The project team will include the following subconsultants: Johnston Architects (architecture); Transportation Solutions, Inc., (traffic design and engineering); HWA Geosciences, Inc., (geotechnical engineering); Elcon Associates, Inc., (electrical engineering); ASM Affiliates (cultural resources); and, DCW Cost Management (cost estimation).

Subconsultant proposals for this phase of work are provided as Attachments A, B, C, D, E, and F.

Project Schedule

The City and Consultant propose the following timeline for Phase 2 of the Project. A detailed timeline including project milestones and delivery dates will be provided at the beginning of the Project Work and updated monthly throughout the project. **The estimated active duration of Phase 2 will be 18 months.** An estimated breakdown of the work is below. Note, some items will occur concurrently.

Phase 2: Design Development, Permitting, Construction Documentation, and Bidding (est. July 2024 – January 2026; timeline is contingent on funding and permitting)

- 50% PS&E – 12 weeks
- Permitting – 52 weeks
- 70% PS&E – 12 weeks
- 100% PS&E – 12 weeks
- IFC/Bid Set PS&E – 8 weeks

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- Bid Support – 9 weeks

Future Phases (Not in Contract): Construction Administration and Post Occupancy/Site Commissioning (est. January 2026 – March 2028; timeline is contingent on funding, permitting, and completion of phase 2)

- Construction Administration – 46 weeks
- Closeout – 6 weeks
- Post Occupancy/Site Commissioning – 52 weeks

Scope Summary

The Consultant anticipates providing the following Work elements under this Scope:

- Project management
- Stakeholder outreach and engagement
- Construction Documentation, including Plans, Specifications, and Estimate (PS&E) at 50%, 70%, 100%, and Issue-for-Construction (IFC)/Bid Set completion
- Environmental Documentation and Permitting
- Bid Support
- Sustainability Credential Support
- Future work anticipated as a contract supplement:
 - Construction Administration
 - Post-occupancy Support

Work Performed by the City

Throughout the duration of the Project, the City will perform services, furnish information, and answer questions as necessary to guide and complete the Project. The following services will be performed by the City:

- Provide accommodations as required for all stakeholder meetings throughout the life of this Scope.
- Provide City’s Divisions 0-1 and bid document templates for Public Works Projects.
- Provide the City’s drafting standards and library of standard details.
- Provide details, specifications, and finishes for preferred products and installation.
- Review and comment on all deliverables outlined in this Scope.
- Participate in meetings, reviews, and events as outlined in this Scope.

General Assumptions

The following are general project assumptions for the Scope.

- Phase 2 tasks will be performed in succession as laid out in the detailed project schedule. Delays in the Work completion may result in additional fees and services.
- If active work conducted on the Project extends for a period of more than 18 months, hourly rates may be adjusted to reflect current rates.
- Changes in the detail of Work beyond what is described in this Scope will be made as requested by the City and authorized by amendment as extra work.

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- Time may be transferred from one task to another due to greater or lesser level of effort, provided that each task shall be completed and the total budget shall not be exceeded.
- The Consultant will invoice the City on a monthly basis as Work is completed. If required, any special reporting of funds, such as may be required by State or Federal funding sources, will be handled entirely by the City.
- The City may supplement staffing needs with experts in particular subject matters (e.g., on-call consultants) to assist in the review process for all interim, draft, and final submittals. The experts will be an extension of City staff and will assist, as needed, in providing comments and the resolution of comment responses as part of the general review process for each submittal.
- All access permissions for completion of the Work will be obtained by the City.
- The Consultant is responsible only for meeting deadlines for their tasks and has no control over those portions of the schedule related to the tasks performed by the City or any third party. The Consultant will work with the City to the greatest extent feasible to maintain the overall Project schedule.
- Imperial units will be used for all project documents.
- The City project manager shall compile and organize all comments received from City departments and other reviewers and provide them to the Consultant as a single cohesive document. Any conflicting comments shall be identified and reconciled by the City project manager prior to delivery to the Consultant.
- Review should be completed in a timely manner, in the duration as specified in the Project Schedule, in one cycle. Consultant is not responsible for delays in Project Schedule resulting from delays in review. During review periods, the Consultant may move forward on tasks that do not rely on review results.
- After the first round of review comments is closed, additional comments received by the Consultant shall be considered as Consultant’s additional efforts in communicating, interpreting, and addressing those comments and shall be addressed in the following tasks. Any extra work which is not in Scope and triggered by these additional comments will be through amended Scope.

Exclusions

- Consultant services not specifically described in this Scope
- Permitting fees
- Printing of plans or specifications for permit submittal or other purposes
- Printing, mailing, distribution, and/or advertisement costs for general outreach, such as postcards, or any engagement or outreach materials intended for use outside of the community workshops
- Bid advertising costs

Scope of Work – Project Phase 2

The Consultant will provide plans, specifications, and cost estimates (PS&E) for the Project. This package will serve as the bid package contract documents to facilitate construction of the Project. The Work to be completed in Phase 2 is broken down into the following tasks for project reporting, billing, and accounting.

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- Task 1 – Project Management
- Task 2 – Stakeholder Engagement
- Task 3 – Design Services
 - 50% PS&E
 - 70% PS&E
 - 100% PS&E
 - Issue-for-Construction (IFC) / Bid Set PS&E
- Task 4 – Environmental Documentation & Permitting
- Task 5 – Bid Support
- Task 6 – Sustainability Credential Support

Task 1 – Project Management

This Task addresses administration of work from initiation to closure.

Project Management Plan Update

The Consultant will provide an update to the Project Management Plan completed in Phase 1. The plan includes these components:

- Project scope of work
- Project schedule
- Team roles, work assignments and organization
- List of team meetings needed for project coordination
- Communications protocols
- Required reporting for applicable grant funding
- Records management
- Change management and control procedures including Change Log
- Project safety plan
- Quality management plan
- Closeout of project
- Drafts of Consultant's standard templates for meeting agenda and summaries

Project Oversight and Reporting

The Consultant project manager will provide direction to the Project team, including Subconsultants, and conduct Project coordination meetings with appropriate task leaders. The Consultant will coordinate the execution of the Project and meet regularly with the City project manager and staff.

The Consultant will provide direction to the Subconsultants and review their work over the course of the Project. Monthly monitoring of the subconsultant's budget will occur over the course of the Project. Current status, as well as projections, will be developed. Consultant will monitor Subconsultant costs and budgets, and propose corrective actions, if necessary. This may include formal Scope and/or budget modifications which would require City approval in advance.

The Consultant's project manager will monitor the Project planned budget versus actual progress. Consultant will prepare and submit an invoice and brief progress report monthly that reflects progress over the previous billing period and anticipated activities over the next billing period.

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The Consultant will provide Quality Assurance / Quality Control (hereafter as QA/QC) in accordance with the Consultant’s in-house QA/QC Plan and modified as needed to meet Project specific requirements. The Consultant is responsible for adhering to the QA/QC procedures for all phases of body of work that include but not limited to: computer modeling assumptions, input and output files, analysis approach, design calculations, reports, plans, specifications, and cost estimates; and pertinent information on an ongoing basis. The task entails the periodic review of study criteria, design, and assumptions, as well as concepts and presentation of product format; and documents that the overall Project objectives are being fulfilled.

Assumptions:

- The Consultant project manager and the City project manager will confer on project progress via telephone on a biweekly basis for the duration of the Project. Progress reports will be comprehensive and will describe all active contracts of the Project, including phases 1 and 2 and early works.
- As part of the biweekly calls with the Consultant project manager and City project manager, the Consultant will check in on quality management to ensure product quality aligns with City’s expectations, identifying and making corrective action(s), if needed.
- Consultant invoices will include a summary with a breakdown of hours, tasks, and descriptions of work completed.
- Internal project team coordination meetings will be held on a biweekly basis during Project duration. These meetings will be in addition to the coordination meetings held with the City.
- The Consultant project manager will maintain a reserve to accommodate additional quarterly meetings, either digital or in-person, with the principal-in-charge and City project manager, if needed.

Deliverables:

- Updated Project Management Plan
- Biweekly meetings with City project manager (Assumes up to 36 meetings)
- Monthly invoices and Progress Reports, including summary of biweekly meetings, emailed to the City in electronic (PDF) format. (Assumes 18 progress reports)
- Monthly updates to the project delivery schedule in electronic (PDF) format, included with monthly progress reports.

Task 2 – Stakeholder Engagement

This Task address communication and engagement with stakeholders external to the Project Team.

Stakeholder Engagement Plan Update

The Consultant will update the Stakeholder Engagement Plan developed in Phase 1 that outlines goals for who, when, why, and how stakeholders will be engaged. The plan will reference milestones in the Project Schedule and will outline stakeholder engagement responsibilities and expectations for both the Consultant and City staff. The plan will be submitted for review and approval by the City. Once approved, the Stakeholder Engagement Plan will serve as primary outline for collaborative stakeholder engagement through the duration of the current Project phase.

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Engagement Website

The Consultant will continue to host and update the public-facing website created in Phase 1 for the duration of the current Project phase. The website will serve as an online headquarters for the public to access project information, participate in virtual engagement activities, and register for or review materials from public engagement events. The Consultant will provide monthly website updates for the duration of the current Project phase.

Direct Engagement (up to 16 hours across all staff, including travel)

The Consultant will support the City in the direct engagement of individual stakeholders or members of specific stakeholder groups. Effort is anticipated to be informal small group meetings and communication by phone and email. Direct engagement may be in-person or virtual as resources allow. Direct engagement will not require preparation of custom materials, graphics, or documentation; however, materials already prepared under other tasks may be referenced. Consultant will provide an informal summary of talking points or discussion highlights following each meeting.

Community Event Support (up to 12 hours across all staff, including travel)

The Consultant will support the City's engagement at pre-planned community events, such as farmers markets, concerts, picnics, or similar, up to the hours budgeted. Support may include graphics, materials, website updates, attendance, or other effort. Feedback received at community events will be collected, documented, and compiled by City staff. Consultant will not provide notes or summaries for community events.

Community Workshops (2)

The Consultant will support the City in the planning and facilitation of two workshops for community members. Workshops will be offered in hybrid format, with both an in-person component and an online survey component. In-person workshops may occur outside of working hours, but not on weekends. Select members of the Consultant Team representing design or technical specialties with direct relevance to the planned workshop focus will be in attendance. The Consultant will prepare and provide materials necessary for successful meeting implementation, such as graphics, presentations, engagement exercises, and hardcopy collateral. All materials and supplies will be billed at cost; as possible and feasible, the City may provide materials and supplies for use at community meetings. Feedback received at community charrettes will be collected, documented, and compiled by the Consultant. Consultant will provide a summary of talking points, discussion highlights, and feedback received following each community workshop.

Official Meetings (12)

The Consultant will support the City at a total of twelve (12) pre-scheduled official meetings occurring in-person during and outside of working hours, but not occurring on weekends. Official meetings are assumed to include:

- Up to six (6) meetings of the Parks and Recreation Board (PRAB) (roughly one meeting per quarter for 18-month project duration)
- Up to six (6) meetings of the City Council (roughly one meeting per quarter for 18-month project duration)

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A PowerPoint presentation will be developed each quarter for use at the PRAB and Council meetings; refinements or updates may be made prior to each meeting. Official meetings will not require preparation of other custom materials, graphics, or documentation; however, materials already prepared under other tasks may be compiled for reference at official meetings. Consultant will provide a summary of talking points, discussion highlights, and feedback received following each official meeting.

Assumptions:

- Stakeholder engagement will be a collaboration between Consultant and City staff. Where required or as requested, essential activities, such as scheduling, promotions, printing and mailing, accessibility accommodations, translation services, and direct stakeholder outreach will be led by the City. Attendance and facilitation will be performed jointly by Consultant and City staff, as appropriate. Production of stakeholder engagement materials, including graphics and digital format materials, will be led by the Consultant.
- Consultant stakeholder engagement activities will be limited to the level of effort represented in the Project budget.
- Website hosting fees will be expensed to the project budget for a term of two (2) years from initial website expiration (July 28, 2024). At Project completion and at the City's request, website and domain ownership will be transferred to the City.
- Website maintenance will be provided for the planned project duration of eighteen (18) months.
- Social media and email promotions will be handled by the City using the City's existing accounts. No new or custom social media accounts, email accounts, or campaigns will be performed by the Consultant unless explicitly stated above; however, the Consultant may repost or cross post Project promotions to its existing social media accounts if tagged in the City's posts.
- The Consultant will endeavor to have certain staff members present at specific engagement events; however, based on individual staff commitments and schedules, some substitution of staff may occur. If alternate staff are in attendance, they will be qualified to speak about relevant design or technical issues, and they will be up-to-speed on Project status and issues.

Deliverables:

- Updated Stakeholder Engagement Plan
- Engagement website, including eighteen (18) months of maintenance and two (2) years of hosting
- Stakeholder meetings, as described above

Task 3 – Design Services

The Consultant will provide design services adequate to produce plans, specifications, and estimates (PS&E) at the following completion milestones: 50%, 70%, 100% and IFC/Bid. Graphics for interpretive elements will be iterated on the same milestones. Review drafts for interpretive elements will be provided along with each design submittal package.

Each plan set submittal shall provide a graphic description of the proposed work with sufficient detail to show proposed improvements including but not limited to site improvement details, architectural elements, shoreline and dock improvements, Beach Drive frontage right-of-way needs, and impacts to environmental resources and utilities within the project limits.

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Plans will be developed in AutoCAD using the topographic survey that shows right-of-way, existing utilities, and surface features. Plans will be developed using City drafting standards, if required. Site plans will be drawn at 1" = 20' or at a scale that will provide sufficient detail to communicate the improvements.

The Plans are anticipated to consist of the following sheets, but not limited to:

Sheet Title	Est. Sheet Count	% Milestone Where Sheet is First Provided	Prepared by
General Sheets (Cover, Notes, symbols, etc.)	3	50	Facet
Site Survey	1	50	APS Survey & Mapping
TESC Plan	2	50	Facet
Tree Protection Plan	2	50	Facet
Site Demolition Plan	2	50	Facet
Building Demolition Plan	2	50	JA
Site Plan	1	50	Facet
Site Grading Plan*	4	70	Facet
Site Grading Profiles and Details	4	70	Facet
Site Drainage Plan	4	50	Facet
Site Drainage Profiles and Details	4	70	Facet
Site Utilities Plan (water & sewer)	6	50	Facet
Site Utilities Details	4	70	Facet
Site Electrical Plan	1	70	Elcon
Site Electrical Details	4	70	Elcon
Right-of-way Improvement Plan	2	70	TSI
Right-of-Way Channelization and Signage Plan	4	70	TSI
Architectural Demolition and Salvage Plans	6	50	JA
Architectural Drawings	20	50	JA
Architectural Details	20	100	JA
Structural architectural details	2	70	Facet
Dock Drawings**	2	50	Facet
Structural Dock Drawings**	4	50	Facet
Dock Details	4	70	Facet
Site Layout Plan	2	100	Facet
Soil Preparation Plan and Details	2	70	Facet
Lighting and Illumination Plan and Details	4	100	Facet
Site Planting Plan and Details	5	70	Facet
Site Irrigation Plan and Details	5	100	Facet

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Sheet Title	Est. Sheet Count	% Milestone Where Sheet is First Provided	Prepared by
Site Details	10	100	Facet
Misc Sheets	4	100	All

*Grading for Shoreline Improvements will be prepared to a level of detail for submittal of Section 401 (USACE) permitting

**At 50%, dock drawings shall be prepared to a level of detail suitable for submittal for Section 401 (USACE) Permitting

Assumptions:

- Unless noted differently above, each plan development will iterate on the milestone schedule of 50%, 70%, 100%, and IFC/Bid Set.
- Graphics for up to three interpretive elements will be provided with the design documentation.
- If included, floating dock features will be provided as performance specified features.
- Comments received from the City’s review of each milestone submittal will be incorporated into the subsequent milestone submittal.
- Plan, specifications, and cost estimate deliverables will be administered through the project SharePoint site. City comments will be collected and documented via Bluebeam Sessions, unless otherwise noted. Bluebeam reviews will be conducted at each review milestone of 50%, 70%, 100%, and IFC/Bid Set.
- Specifications will be provided in six-digit specification format.
- Divisions 0 and 1 specifications will be provided by the City in (Word) format.
- Unless specifically stated in this scope, additional disciplines, such as for specialized engineering, are not included. If additional disciplines are required, a change order proposal will be submitted for City approval.
- Applicable public project bid documents and templates will be provided by the City in (Word) format.

Task 3.1 – 50% PS&E and Site Assessments

Additional traffic, geotechnical, and cultural assessments will be completed to inform the 50% design, including traffic demand/parking study, geotechnical borings, and cultural resource screening. Details of specific assessments proposed are provided in the appendices. The Plans will be provided as outlined above. The 50% plans will include sufficient detail to show proposed improvements for pre-application meeting, applications for federal shoreline permits, and cost estimation. The 50% cost estimate will be updated from the schematic-level design cost.

Deliverables:

- Geotechnical borings and report
- Traffic engineering studies and report
- Cultural resource inventory and report
- 50% design plans (in electronic PDF format) and outline specifications (MS Word)
- 50% interpretive element concepts (PDF)
- 50% cost estimate (PDF)

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Task 3.2 – 70% PS&E and TIR/Drainage Report

The Plans will be provided as outlined above. The 70% plans will be substantially complete and will include sufficient detail to show proposed improvements for land use permit applications and cost estimation. The 70% cost estimate will be prepared by an outside cost estimator. Required drainage report (TIR Report) will also be provided.

Deliverables:

- 70% design plans (in electronic PDF format) and draft specifications (MS Word)
- 70% interpretive graphics (PDF)
- 70% cost estimate (PDF)
- TIR/Drainage Report

Task 3.3 – 100% PS&E and Structural Calculations

The Plans will be provided as outlined above. The 100% plans will be complete drawings with sufficient detail to show construction of proposed improvements for final permit submittals and cost estimation. The 100% cost estimate will be prepared by an outside cost estimator. Structural calculations for all onsite structures will be provided.

Deliverables:

- 100% design plans (in electronic PDF format) and specifications (MS Word)
- 100% interpretive graphics (PDF)
- 100% cost estimate (PDF)
- Structural calculations

Task 3.4 – IFC/Bid Set PS&E

The Plans will be provided as outlined above, with sufficient detail to show proposed improvements for competitive contractor bidding. The bid set cost estimate (engineer’s estimate of probably construction cost) will be updated from the outside cost estimate obtained at 100% design.

Assumptions:

- Permit comments received in 100% review will be incorporated into IFC/Bid Set PS&E.

Deliverables:

- IFC/Bid Set design plans and specifications (in electronic PDF format)
- IFC/Bid Set interpretive graphics (PDF and fabrication-ready file)
- IFC/Bid cost estimate (PDF and MS Excel)
- IFC/Bid Set PS&E formatted for upload to Builders’ Exchange bid portal

Task 4 – Environmental Documentation and Permitting

City of Lake Forest Park Permitting

The proposed improvements will require land use permit approval from the City of Lake Forest Park. In advance of formal land use permit submittals, the Consultant will coordinate and attend a pre-application meeting with City staff. The meeting will help to ensure that proposed improvements are permissible and

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to determine the precise extent of documentation necessary to acquire permits. Following the pre-application meeting, we anticipate preparing the following documentation and permit packages:

- **Zoning Conditional Use Permit (ZCUP).** LFPMC 18.54.048 requires a ZCUP for the establishment of a public recreational facility within a residential zoning district. The Consultant will prepare a ZCUP compliance document.
- **Shoreline Conditional Use Permit (SCUP).** Multiple components of the projects are likely to trigger the need for a SCUP. The Consultant will prepare a SCUP compliance document.
- If necessary, the Consultant will prepare a **Public Agency and Utility Exception (PAUE)** compliance document.
- **Critical Areas Study.** Informed by the previously prepared wetland and stream delineation reports, the Consultant will prepare a Critical Areas Study to provide justification to the City that the proposed shoreline and modifications, including dock repairs, will result in equivalent or better protection of the functions provided by the existing condition of the site. The report will address shoreline code requirements and focus on ecological improvements gained through proposed restoration efforts. The study will comply with the requirements of LFPMC 16.16.110.
- **SEPA checklist.** The Consultant will prepare a State Environmental Policy Act (SEPA) Checklist to accompany the submittal.
- **Arborist Report.** The Consultant will amend the previously prepared detailed Arborist Report so that it evaluates the impacts of the proposed project on all previously inventoried trees within the project area. The report will be utilized to submit for an applicable Tree Removal and Replacement Permit.
- Following City review of the above-described land use permits, the Consultant will prepare for, and attend, one **City Hearing Examiner meeting.** The Hearing Examiner will be charged with reviewing and ruling on the consolidated land use permits.

Following Hearing Examiner approval of the various land use permits, the following additional construction permits are anticipated to be required prior to the start of construction:

- **Critical Areas Work Permit.** The Consultant will prepare the documentation necessary to submit for a Critical Areas Work Permit.
- **Demolition Permit.** The Consultant will prepare the documentation necessary to submit for a Demolition Permit.
- **Building Permit and/or Land Clearing, Grading, and Excavating Permit.** The Consultant will prepare the documentation necessary to submit for these permits.

Federal Permitting

The Consultant will complete and submit a **Joint Aquatic Resources Permit Application (JARPA)** form for submittal to the U.S. Army Corps of Engineers (Corps) for coverage under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act. We will also need to demonstrate project compliance with the Endangered Species Act (ESA). This will be accomplished through preparation of a Biological Evaluation in order to assess the project’s impact on ESA listed species (Chinook salmon, steelhead trout) within the lake.

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State Permitting

[WA Dept. of Ecology \(Ecology\)](#). The Consultant will submit the aforementioned JARPA to Ecology for coverage under Section 401 of the Clean Water Act. In addition, Ecology will be responsible for review and final approval of the SCUP; we will coordinate, as necessary, with Ecology throughout their review of this permit package.

[WA Dept. of Fish and Wildlife \(WDFW\)](#). The Consultant will submit the aforementioned JARPA to WDFW in order to obtain a Hydraulic Project Approval. This includes one on-site meeting with WDFW.

NEPA Documentation

If the project receives federal funding, the Consultant will prepare documentation necessary to complete NEPA, including preparation of necessary checklists and discipline reports, including:

- The Consultant will prepare a NEPA Environmental Assessment Checklist in accordance with HUD requirements. This task includes initial coordination with HUD to confirm specific deliverables required for the NEPA process.
- The Consultant will utilize the following documents prepared pursuant to other portions of this scope, as follows:
 - The Biological Evaluation to document compliance with the Endangered Species Act.
 - The Cultural Resources Report to document compliance with Section 106 requirements.
 - The Critical Areas Study and/or JARPA to document compliance with wetland and in-water work requirements.
 - Drainage/water quality report to document compliance with stormwater regulations.
- The Consultant will prepare an Environmental Justice memorandum.
- The Consultant will complete a NEPA Air Quality Checklist.
- The Consultant will complete a NEPA Noise Checklist.

Response to Comments

Following submittal of permit applications described above, the Consultant will respond as necessary to questions/comments from the City, agencies, tribes, or other stakeholders and revise permit documentation, as necessary. This task is limited to a total of 30 staff hours.

Utility Coordination

The Consultant will facilitate and document the following utility coordination tasks (up to a total of 32 hours of Consultant effort is assumed):

- Facilitate pre-application and necessary meetings with the following utility jurisdiction:
 - Lake Forest Park Water District (water)
 - Lake Forest Park Sewer District (sanitary sewer)
 - Seattle City Light (power)
 - Puget Sound Energy (gas)
- Identify and coordinate to resolve foreseeable utility impacts that will impact the project development and overall schedule.

Lake Forest Park Lakefront Improvements – Phase 2

Scope of Work

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- Coordinate with utility agencies to minimize foreseeable conflicts during construction that could impact project schedule, staging, budget, and overall constructability.

Assumptions:

- Issuance of permits is not guaranteed.
- Gas service will be disconnected; gas service improvements are not included.
- Broadband service and infrastructure are not included. Broadband service will be coordinated by the City directly with the provider.
- Permit fees are not included. Permit fees will be paid by the City directly to the permitting agencies.
- A Level II or III arborist assessment is not included.
- Coordination/authorization from the WA Dept. of Natural Resources is not included.
- If a Cultural Resource Assessment (CRA) is required by the Corps of Engineers to show compliance with Section 106 of the National Historic Preservation Act, the cultural resource reports developed for submittal to RCO will be used for this purpose.
- It is assumed that the proposed work complies with one or more Corps of Engineers Nationwide Permits or a Letter of Permission. Assistance with an application for an Individual Permit is not included.
- Preparation of a water quality monitoring plan is not included.
- Unless noted otherwise, this scope of work is written based upon the codes and regulations in effect at the time of writing. Work that may become necessary as a result of updated or new regulations are not included in this proposal.
- As-built documentation and/or long-term vegetation/shoreline monitoring services that may be required by the City or other regulatory agencies is not included.
- Assistance with a Shoreline Variance or Zoning Variance is not included.
- All necessary utility permits will be acquired by the contractor.
- Right-of-way permits are not included.
- Coordination/authorization with WSDOT is not included.
- Based on preliminary regulatory review, it is assumed that the council-approved preliminary design is generally permissible (as described in the above scope of services), including proposed intrusions into critical areas/buffers; however, actual permit feasibility and acceptance can only be determined by regulators.
- Assistance with revisions to the City's existing Shoreline Master Program is not included.
- Floodplain permits or coordination/authorization with FEMA are not included.
- The following NEPA discipline reports will not be prepared: hazardous waste, air/noise, light/glare, and 4(f).
- It is assumed that the project will qualify for a NEPA Environmental Assessment Checklist. Assistance with a NEPA Environmental Impact Statement is not included.

Task 5 – Bid Support

Provide support services to assist with contractor selection and contracting. The following services will be provided, up to the amount budgeted for this task:

Lake Forest Park Lakefront Improvements – Phase 2

Scope of Work

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- Assist with formatting construction documents for City submittal to digital bid advertisement service(s)
- Review and assist with bid addenda
- Attend pre-bid meeting
- Track and respond to RFI's
- Attend bid opening

Assumptions:

- Bid support is considered an inactive work phase. Recurring project meetings will not be held during the bid advertisement period, which is assumed to be six (6) weeks (up to 30 working days).
- Bid posting and advertisement costs are not included. Bid costs will be paid by the City directly to the appropriate parties.
- Printing of hardcopy plans and specifications for bidders or selected contractor and/or subcontractors is not included.
- Assumes up to 12 RFI on bid package.

ADDITIONAL SERVICE: Task 6 – Sustainability Credential Support

If included in the project contract, under this additional service task, the Consultant will provide support services to assist with applications for the following sustainability program credentials:

- USGBC Sustainable SITES Initiative
- USGBC LEED for New Buildings
- USGBC LEED for Existing Buildings
- Salmon Safe Certification

The following services will be provided in pursuit of the above listed sustainability programs:

- Monthly sustainability credential meetings with the project team
- Monthly tracking of sustainability credits and efforts
- Coordination with credential program liaisons
- Completion of credential program worksheets
- Submittal of credential program applications

Assumptions:

- Achievement of credentials is at the discretion of credential programs and cannot be guaranteed by the project team.
- Fees paid directly to credentialing organizations, such as for project registration, review, and final certification, are not included. Fees will be paid directly by the City to appropriate parties.

Lake Forest Park Lakefront Improvements – Phase 2

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Early Work Package Tasks:	Total Consultant Fees
Task 1: Project Management <ul style="list-style-type: none"> ▪ Project administration, including subconsultant coordination. ▪ Biweekly meetings ▪ Monthly tracking and reporting 	\$ 81,494
Task 2: Stakeholder Engagement <ul style="list-style-type: none"> ▪ Engagement Website ▪ Community Event Support ▪ Direct Engagement Support ▪ Official Meetings ▪ Community Workshops 	\$ 71,932
Task 3: Design Services <ul style="list-style-type: none"> ▪ 50% PS%E and Site Assessments ▪ 70% PS%E and TIR/Drainage Report <ul style="list-style-type: none"> ○ Fee Reserve: Pilot infiltration testing (PIT) geotechnical assessment ○ Fee Reserve: Structural reinforcement for piling foundation design ▪ 100% PS%E and Structural Calculations ▪ IFC/Bid Set PS&E 	\$ 750,523
Task 4: Environmental Documentation & Permitting <ul style="list-style-type: none"> ▪ Local permitting ▪ State permitting ▪ Federal permitting ▪ Utility coordination 	\$ 101,181
Task 5: Bid Support Coordination <ul style="list-style-type: none"> ▪ Format to bid announcement ▪ Assist with bid addenda ▪ Track and respond to RFI's ▪ Pre-bid meeting and bid opening 	\$ 28,170
ADD SERVICE: Task 6: Sustainability Credential Support <ul style="list-style-type: none"> ▪ USGBC Sustainable SITES Initiative ▪ USGBC LEED for New Buildings ▪ USGBC LEED for Existing Buildings ▪ Salmon Safe Certification 	\$ 76,505
Phase 2 Fee Total	\$ 1,109,805
(Labor, Expenses, Reserves, and Add Services)	
Fee Breakdown:	
<i>Base Fee (Labor and expenses)</i>	\$ 934,687
<i>Reserve Fees (May be required by project conditions)</i>	\$ 98,613
<i>Additional Services Fees (Optional services)</i>	\$ 76,505

Lake Forest Park Lakefront Improvements – Phase 2

Scope of Work

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Attachments:

- A. Subconsultant Proposal – Johnston Architects (architecture, including building mechanical and plumbing)
- B. Subconsultant Proposal – Transportation Solutions, Inc. (traffic design and engineering)
- C. Subconsultant Proposal – HWA Geosciences, Inc. (geotechnical engineering)
- D. Subconsultant Proposal – Elcon Associates, Inc. (electrical engineering)
- E. Subconsultant Proposal – ASM Affiliates (cultural resources)
- F. Subconsultant Proposal – DCW Cost Management (cost estimation)



ATTACHMENT A.
Subconsultant Proposal
Architecture, inc. Bldg
Mech and Plumbing

Amber Mikluscak
Principal of Landscape Architecture
Facet
9706 4th Ave NE, Suite 300
Seattle, WA 98115

Date: May 24, 2024
Subject: Lake Forest Park: Lake Front Park Phase 2 Proposal

Dear Amber

Johnston Architects (JA) is looking forward to continuing our work on Lake Front Park and furthering our relationship with Facet.

We understand that this scope of work is for design through bidding but does not include construction administration. We understand the project parameters to be:

- Project duration will be 18 months (roughly July 2024 through January ²⁰²⁶~~2025~~)
- Phase 2 is DD through CD's and bid. Do not include CA.
- Cost estimation by outside estimator. Do not include cost estimation.
- PS&E milestones will be as follows:
 - 50% Plans – Due Sept 2024, used for Corps submittal (waterfront only). No specs.
 - 70% Plans and draft specs – Est. due Dec 2025
 - 100% Plans and specs – Est. due Apr 2025
 - IFC (Issue for Construction)/Bid Set – Est. due Nov 2025
- Please assume the following meetings:
 - Eighteen (18) 1-hr virtual mtgs w/ project team over course of the project
 - Four (4) half-day design charrettes w/ design team
 - Two (2) in-person community meetings
 - Four (4) official meetings (CC or PRAB)

²⁰²⁶~~2025~~
(Correction 6/24/2024
JC/amo)

The Task breakdown is as follows:

- Task 1 – Project Management
- Task 2 – Stakeholder Engagement
- Task 3 – Design Services
 - 50% PS&E
 - 70% PS&E
 - 100% PS&E
 - IFC / Bid Set PS&E
- Task 4 – Building Permit and 1 HE meeting.
- Task 5 – Bid Support
- JA will contract with a Mechanical and Plumbing consultant for the building systems design.
 - Their scope will be limited to:
 - Concept Narrative for Cost Estimate Support
 - Building Permit Set
 - 100% CDs (includes permit revisions, incorporation of review comments, serves as Bid set)

I am attaching our Fee analysis and below are our 2024 hourly rates.



Hourly Billing Rates:

Partners	\$240 - \$285
Principals & Associate Principals	\$190 - \$240
Architectural Staff IV & Associates	\$160 - \$190
Architectural Staff III	\$130 - \$160
Architectural Staff II	\$125 - \$130
Architectural Staff 1 & Interns	\$90 - \$125

Please let me know if you have any questions or concerns.

Sincerely,

Jack Chaffin, AIA
Partner, Johnston Architects
jchaffin@johnstonarchitects.com

Lake Front Park: Phase 2 Fee Analysis		May 24, 2024			
ITEM		PROPOSED			COMMENTS
ARCHITECTURAL BASIC SERVICES					
	Project Management	\$ 10,000			
	Stakeholder Engagement	\$ 15,000			
	Design Service				
	50%	\$ 22,000			
	70%	\$ 27,000			
	100%	\$ 55,000			
	Bid Set	\$ 10,000			
	Bid Support	\$ 9,500			
	Task 4 Environmental Documentation and Permitting	\$ 11,000			Includes bldg permit and attend HE mtg
TOTAL ARCHITECTURE		\$ 159,500		\$ -	
REIMBURSABLES		\$ 500		\$ -	
ENGINEERING AND SUB-CONSULTANTS					
		PROPOSED			COMMENTS
Engineering included under the architectural contract except where noted:					
	Mechanical Electrical Plumbing	\$ 42,000			
TOTAL ENGINEERING AND SUB-CONSULTANTS		\$ 42,000		\$ -	
REIMBURSABLES		\$ -		\$ -	
GRAND TOTAL: ARCHITECTURAL, REIMBURSABLES & ENGINEERING		\$ 202,000			
ADD SERVICES: LEED					
	Monthly Meetings	\$ 4,250			18 Meetings
	LEED For New Buildings	\$ 12,000			Restrooms and Pavilion
	LEED for Existing Buildings	\$ 10,000			House and Cabin
	Salmon Safe	\$ 500			1 Site Visit
TOTAL LEED ARCHITECTURE		\$ 26,750			

ATTACHMENT B: Subconsultant Proposal Traffic Engineering

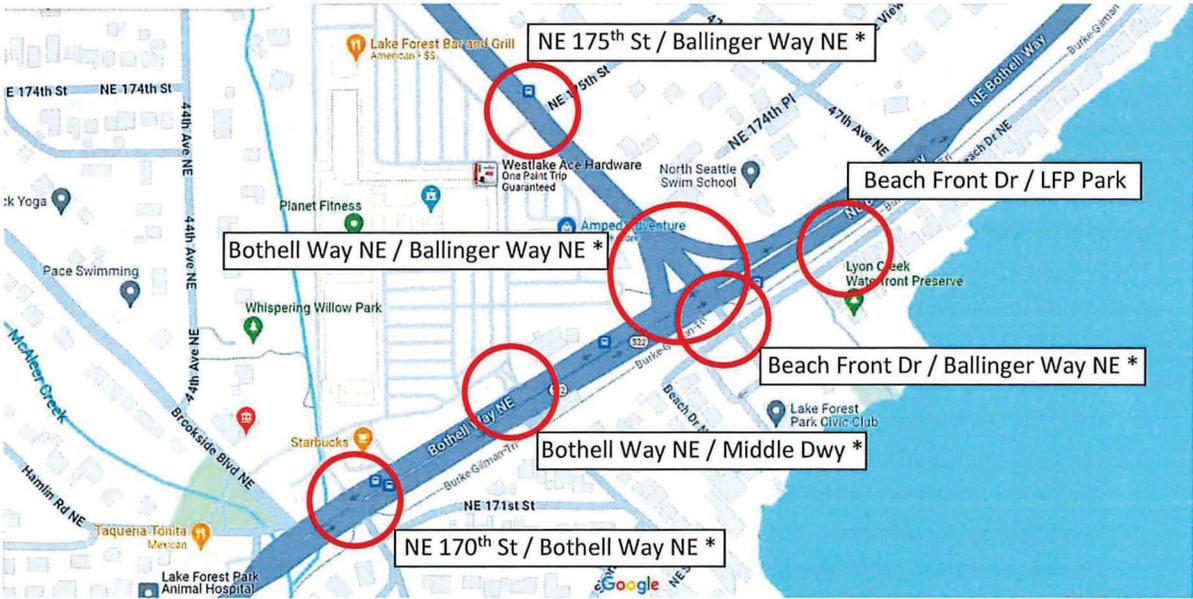
May 28, 2024

Traffic and Transportation Scope of Services

Purpose: To provide the necessary parking/traffic studies and the signage, channelization/stripping and signing plans for the roadway leading to and adjacent to the new park site improvements.

Traffic / Parking Studies

- **Trip Generation.** Forecast trip generation using the current ITE Trip Generation Manual data for a public park. Adjust the trip generation based on the anticipated park use, programs, and frequency of events.
- **Parking Generation.** Forecast peak parking demand using the ITE Trip Generation Manual and review “park” parking requirements for at least two other local municipalities. Adjust the parking demand based on the proposed programs and events anticipated at the park.
- **Coordination Meeting with City.** Review trip generation, parking generation, entitlement requirements, and plans for a new parking garage at City Hall with City staff. Also, verify city’s staff preferred plan and processes to document shared parking between the park and new parking garage.
- **Data Collection.** Collect peak hour vehicle volumes at up to five intersections, during the 4-6 PM peak hour period and during a weekend peak (establish weekend period via scope with city):
 - (1) Beach Front Drive / Ballinger Way NE *
 - (2) Bothell Way NE / Ballinger Way NE *
 - (3) NE 175th Street / Ballinger Way NE *
 - (4) Bothell Way NE / middle driveway *
 - (5) Bothell Way NE / NE 170th Street *



- **Traffic Operations Analysis.** Evaluate existing baseline and future traffic conditions without and with the park at year of opening. Compare the traffic operations results against City of Lake Forest standards and provide recommendations to mitigate deficiencies, if any. The operations analysis will include a review of vehicle queueing at Beach Front Drive / LFP Park and on Ballinger Way NE between Bothell Way NE and Beach Front Drive and signal timing at Bothell Way NE / Ballinger Way NE.

- **Safety Analysis.** Compile a crash history to evaluate safety along on Beach Front Drive from the park to Ballinger Way NE and on Ballinger Way NE between Bothell Way NE and Beach Front Drive. Review and provide recommendations for pedestrian and bicycle routes to and from the site from and to the parking at City Hall.
- **Traffic and Parking Studies.** Summarize findings into a traffic and parking study. The traffic study will include output that can be used in a SEPA Checklist. Output from the parking study will be used to provide recommendations for typical park parking quantity needs.
- **Respond to Comments.** Respond to city comments and update the traffic and parking studies as necessary.

Exclusions:

- Parking study for City Hall site.
- Review or preparation of a shared parking agreement for the City Hall site.
- Parking and trip data collection at other similar parks.

Channelization Design

- **Stakeholder Coordination Meetings.** Prepare for and attend meetings with project representatives, including the prime consultant, City of Lake Forest Park, WSDOT, Sound Transit, and King County Parks. Stakeholder/Project Coordination meetings will provide an opportunity for input and discussion on matters such as project milestone status updates, submittal delivery schedule, stakeholder feedback, design requirements and input.
- **AutoTurn Exhibits.** Prepare vehicle turning movement exhibits using AutoTurn software to establish and validate minimum turning paths through the park parking area and at its access connection points with Beach Front Rd, and at the intersection of Beach Front Rd, Ballinger Way NE and Bothell Way NE.
- **Design Submittals.** Coordinate with the prime consultant and civil design team to prepare channelization plans within the public roadway right-of-way between the park (frontage) to the intersection of Beach Front Rd / Ballinger Way NE / Bothell Way NE. Channelization plans to include roadway striping layout, striping details, and new and removed signs. Plans will incorporate input gathered from field reconnaissance of the site as well as received from staff of the City of Lake Forest Park and King County Parks as it relates to their ownership of the Burke-Gilman Trail.
 - Prepare and submit design plans and relevant specifications at the 70% level design.
 - Address review comments received on the 70% submittal and prepare and submit plans and relevant specifications at the 100% level design.
 - Revise the 100% submittal to address review comments received and prepare and submit the IFC level design documents.
 - Provide support during the bid process that corresponds to the hours identified in the labor budget.

Plan Presentation

- **Engagement Meeting.** Prepare for and attend one (1) in-person engagement meeting with the public, which is expected to include invited persons from properties adjacent to the project site. Preparation for the meeting is expected to involve development of exhibits that convey information about transportation design and issues that may be raised and discussed during the meeting.

Sustainability Credentials Support

- **Sustainability Coordination Meetings.** Attend monthly virtual sustainability coordination meetings (estimated to each be 1 hour long) over a period of 18 months and provide input on credit reporting for SITES, LEED, and Salmon Safe based upon the transportation/traffic design work developed for the Project.

**Lakefront Park, Phase 2
City of Lake Forest Park
Traffic/Transportation Services**

	\$302 Sr. Engr. Kirk	\$225 Sr. Engr. Jeff	\$124 Staff Engr. Daniel	\$187 Sr. Design Mike	\$175 Admin. Jill	Direct Cost *	Total Estimate
Traffic Study							
Task 3		1	4				\$721
Task 3		1	4				\$721
Task 3	1	1					\$527
Task 3		1	3			\$1,982	\$2,579
Task 3		2	4				\$946
Task 3		2	4				\$946
Task 3		12	4				\$3,196
Task 3	1	4	1				\$1,326
Task 1	4				2		\$1,558
Labor Hours	6	24	24	0	2		56
Fee Estimate	\$1,812	\$5,400	\$2,976	\$0	\$350	\$1,982	\$12,520
Channelization Design							
Task 3	12	6					\$4,974
Task 3	2	1		8			\$2,325
Task 3	16	2		32			\$11,266
Task 3	10	2		20			\$7,210
Task 3	8	1		12			\$4,885
Task 5	2			2			\$978
Task 1	12				8		\$5,024
Labor Hours	62	12	0	74	8		156
Fee Estimate	\$18,724	\$2,700	\$0	\$13,838	\$1,400	\$0	\$36,662
Plan Presentation							
Task 2	6			8			\$3,308
Task 2	4	4					\$2,108
Labor Hours	10	4	0	8	0		22
Fee Estimate	\$3,020	\$900	\$0	\$1,496	\$0	\$0	\$5,416
Sustainability Support							
Task 6							\$0
Task 6	18						\$5,436
Labor Hours	18	0	0	0	0		18
Fee Estimate	\$5,436	\$0	\$0	\$0	\$0	\$0	\$5,436
Labor Hours	96	40	24	82	10		252
Fee Estimate	\$28,992	\$9,000	\$2,976	\$15,334	\$1,750	\$1,982	\$60,034
Task 1	16	0	0	0	10	0	\$6,582
Task 2	10	4	0	8	0	0	\$5,416
Task 3	50	36	24	72	0	\$1,982	\$41,622
Task 3	5	25.5	24	0	0	\$1,982	\$12,206
Task 3	21	4.5	0	40	0	0	\$14,835
Task 3	13	3.5	0	20	0	0	\$8,454
Task 3	11	2.5	0	12	0	0	\$6,129
Task 5	2	0	0	2	0	\$0	\$978
Task 6	18	0	0	0	0	0	\$5,436
Labor Hours	96	40	24	82	10		252
Fee Estimate	\$28,992	\$9,000	\$2,976	\$15,334	\$1,750	\$1,982	\$60,034



GEOSCIENCES INC.
DBE/MWBE

**ATTACHMENT C.
Subconsultant Proposal
Geotechnical Engineering**

May 2, 2024
HWA Project No. 2024-069-21

Facet
9706 4th Ave NE, Suite 300
Seattle, Washington 98115

Attn: **Amber Mikluscak, P.E.**

Subject: **GEOTECHNICAL ENGINEERING SERVICES
Lake Forest Park Lakefront Improvements Project
17345 and 17347 Beach Drive Southeast
Lake Forest Park, Washington**

Dear Amber,

Thank you for the opportunity to present this proposal from HWA GeoSciences, Inc. (HWA) to provide consulting services for the City of Lake Forest Park's Lakefront Improvements Project. Our scope of work is presented below.

PROJECT BACKGROUND

Our understanding is that the City of Lake Forest Park (the City) has requested a scope and fee for the design of a new lakefront park on the shore of Lake Washington east of Bothell Way Northeast (SR 522) and Ballinger Way Northeast in Lake Forest Park. The properties are currently owned by the City and that the site area is currently developed with a number of single story residential structures and open areas. The project is anticipated to consist of demolishing or retrofitting some of the existing structures, constructing new permeable pavements, luminaries, small shelter structures, viewing platforms, and a new dock.

Based on a preliminary review of the available geotechnical information, the site is anticipated to be underlain by fill and alluvial soils. Under static conditions, these soils would likely be sufficient to support the proposed improvements. However, due to the proximity to Lake Washington, we anticipate that groundwater will be encountered close to the ground surface and due to the unconsolidated nature of the surficial soils, there are likely to be hazards associated with a seismic event such as liquefaction, liquefaction induced settlement, or lateral spreading. Shallow groundwater also may preclude the use of permeable pavement at the site.

Based on the information available and our understanding of the project, we propose the following scope of services to support developing the site design:

May 2, 2024
HWA Project No. 2024-069-21

SCOPE OF WORK

Geotechnical Services

1.1 HWA Project Management

- **Project Setup**
- **Project Coordination Meetings:** HWA will attend up to four (4) virtual meetings with the City and/or the design team to coordinate work, or to discuss our findings. This is anticipated to include one (1) kickoff meeting and up to three (3) design meetings, each lasting 1 hour.
- **Project and Contract Management:** HWA will prepare monthly invoices, and progress reports throughout the duration of the project, which we anticipate to be eighteen (18) months. We will correspond with the design team in the form of emails, and telephone calls, as necessary. We will provide project management for our services, and we will coordinate with and manage all our subcontractors.

4.1 Exploration Work Planning

- **Review Available Geotechnical Information:** Upon notice to proceed, HWA will review available geotechnical information from and in the vicinity of the project site to improve our understanding of the local geological conditions at the site and surrounding areas. This will include a review of geologic maps, HWA’s library of geotechnical information in the area, and data from online databases.
- **Site Reconnaissance and Utility Locates:** HWA will conduct a site reconnaissance of the project site. This reconnaissance will be used to identify geotechnical challenges at the proposed improvements and to assist in planning the geotechnical exploration program. During the site reconnaissance, HWA will mark exploration locations with white paint and stakes, and then notify the one-call utility service. An additional site visit will be performed to verify if the proposed locations of the explorations are clear of utilities prior to mobilizing our equipment.
- **Plan and Coordinate Subsurface Exploration Program:** HWA will plan and coordinate the geotechnical exploration program for the project. We propose that this exploration program be split into two phases. The first phase will include up to five (5) geotechnical soil borings advanced to approximately 50 feet below the ground surface to support recommendations for foundations.

Our understanding is that Facet is considering permeable pavements at the site. Based on the 2019 Stormwater Management Manual for Western Washington permeable pavements require at least one (1) foot of separation from the base of the BMP from the

May 2, 2024
HWA Project No. 2024-069-21

groundwater table; therefore, up to two (2) of these borings will be completed as permanent groundwater monitoring wells to evaluate groundwater conditions in the vicinity of the proposed infiltration facilities at the site over a period of one year.

Samples collected from the borings will also be used to perform grainsize analysis testing to evaluate if the soils are conducive for infiltration. If our preliminary evaluation of the site indicates infiltration is feasible. Field Pilot Infiltration Testing will be coordinated as a second additional phase of field work and is identified within this proposal as a separate task.

- **Generate Geotechnical Subsurface Exploration Plan (SEP):** HWA will prepare a geotechnical SEP for the proposed work. The SEP will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plan will also be used for utility locating clearances and permitting that may be necessary to access the exploration locations. The SEP will be submitted to the City for review and approval. We assume any required permits or rights of entry will be acquired by others at no cost to HWA.
- **Conduct Geotechnical Borings:** A truck or track-mounted drill rig equipped with hollow-stem auger tooling will be used to advance up to five (5) geotechnical borings at the site up to a target depth of approximately 50 feet below the existing ground surface. Up to two (2) of these borings will be completed as permanent groundwater monitoring wells to monitor groundwater level fluctuations over a period of one year.

Standard Penetration Test (SPT) samples will be taken at 2-1/2 to 5-foot intervals throughout each boring. All borings will be monitored and logged under full-time observation of an HWA representative. The borings will be drilled by a licensed geotechnical/well driller under subcontract to HWA.

- **Generate Exploration Logs and Assign Laboratory Testing:** Samples retrieved from our explorations will be sealed in plastic bags and taken to our Bothell, Washington laboratory for further examination and testing. Selected samples will be tested to determine relevant engineering and index properties. Depending on the type of soils encountered, laboratory testing performed may include moisture content, grain-size distribution, and/or Atterberg limits test. Soil and laboratory test information will be presented in summary logs that will be generated upon completion of our exploration program.
- **Groundwater Level Monitoring:** HWA will install a data logging transducer in each of the monitoring wells installed by HWA at the site to record seasonal groundwater levels and monitor groundwater fluctuations over time. The transducers will be set to take groundwater elevation readings every hour and will be recorded for one year to include at least one wet season. As part of this scope, HWA will conduct up to four (4) site visits to download groundwater data from the transducers. The water level information collected

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HWA Project No. 2024-069-21

will be used during future phases to assist in developing recommendations for possible stormwater infiltration facilities and construction impacts.

4.2 Geotechnical Engineering Design Services

- ***Preliminary Infiltration Screening Analyses:*** HWA will evaluate grain size analyses data of samples obtained from the near surface soils and our explorations logs to evaluate if onsite infiltration of stormwater is feasible.
- ***Generate Seismic Design Parameters:*** Based on the geologic information obtained from our field exploration program in the vicinity of the improvements, HWA will determine the Site Class for seismic design and will generate seismic design parameters.
- ***Evaluate Liquefaction and Lateral Spreading Potential:*** HWA will evaluate the susceptibility of the subsurface soils to liquefaction and assess the potential impacts to the proposed improvements.
- ***Evaluate Geologic and Seismic Hazards:*** The site is mapped as a seismic hazard on the City's critical hazard map, HWA will evaluate the site for nearby faults or other geologic hazards and provide a qualitative assessment of their potential impacts to the site.
- ***Develop Recommendations for Foundations:*** HWA will provide recommendations for bearing capacity and the foundation design of the small shelters, overlook structures, luminaires, and other improvements.
- ***Evaluation Foundations for Lateral Loading:*** HWA will evaluate lateral loading of the foundations associated with potential conditions and hazards identified at the site.
- ***Pavement Engineering Analysis and Recommendations:*** HWA will use the collected information regarding soil and groundwater conditions observed at the site to develop recommendations for the pavements at the proposed facility such as subgrade preparation, aggregate base course, and minimum section thicknesses.
- ***Develop Considerations for General Earthwork and Construction:*** HWA will evaluate the site conditions and provide general considerations or recommendations regarding earthwork and construction for the site.
- ***HWA QA/QC:*** HWA will have all design calculations and geotechnical recommendations reviewed by a senior principal prior to distribution to the design team or the City.
- ***Draft Geotechnical Engineering Report:*** HWA will prepare draft geotechnical report to support 50% design. This report will present the results of our field explorations, also it will include:

May 2, 2024
HWA Project No. 2024-069-21

- A description of the geotechnical site exploration program.
 - The logs of the site investigations, including any existing subsurface geotechnical data and the results of any field tests conducted.
 - A description of all laboratory tests conducted and the test results.
 - A description of the geologic and seismic setting.
 - A site plan showing exploration and groundwater monitoring well locations.
 - Groundwater monitoring data
 - Preliminary recommendations pertaining to infiltration rates, assessment of seismic hazards, design recommendations, and considerations for earthwork and construction.
- **Respond to Review Comments:** HWA will respond to review comments in the form of emails to the design team.
 - **Final Geotechnical Engineering Report:** The report will be finalized at the 100% plans milestone after comments from the City and design team are received.
 - **Miscellaneous Engineering and Support:** Additional time will be allotted to account for additional efforts within this scope of work, such as plan reviews or alternative evaluations, which may be requested from us by the design team or the City.

ASSUMPTIONS/CONDITIONS

The following assumptions were made as part of the development of the proposal for the geotechnical phase:

- All exploration locations will be within the City's rights-of-way or property for which rights of entry have been previously secured. All required permits will be provided by others at no cost to HWA.
- Portions of the site may not be fully accessible for our equipment. Some clearing and preparatory work may be required during our field work to access portions of the site and is permitted.
- Traffic control will not be required.
- Utility locates will be comprehensive and accurate enough to allow reliable and safe location of borings. Vacuum extraction of borings is not included.
- Field explorations can be accomplished during normal daylight workdays and hours, with at least a minimum of 8 hours available per day. Field work for the geotechnical soil borings is estimated to be completed within 3 days.

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HWA Project No. 2024-069-21

- Exploration locations will be field located using handheld GPS and measurement from existing known features. Surveying of actual exploration locations is not included.
- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or groundwater are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- HWA assumes that recommendations for pile support of the dock can be developed using information collected from our onshore borings advanced during the initial phase of field work. Mobilizing a floating barge with a drill rig or other methods to collect offshore subsurface information is not included within this scope of work.
- Only one round of review of the Geotechnical Engineering Report will be required.
- Ground improvement recommendations are not anticipated; therefore, they are not included within this scope of work.
- Following delivery of the draft report, all soil samples will be disposed of, unless otherwise mutually agreed upon. Long-term storage of soil samples by HWA is not included.

Optional Field Infiltration Testing Services

It is our understanding that permeable pavement is the preferred method for managing stormwater runoff at the site. However, if our preliminary evaluation determines that permeable pavement is not a feasible method to manage stormwater, efforts associated with field infiltration testing would not be required. We have separated the efforts associated with field infiltration and developing design infiltration rates into a separate sub task for budgeting purposes. We propose the following scope of services if our initial efforts indicates that permeable pavements may be viable:

4.3 Pilot Infiltration Tests (PITs)

- **Additional Project Management:** We have included additional time to provide project management for our services, and to coordinate with and manage all our subcontractors.
- **Additional Utility Locating Site Visit:** HWA will make an additional site visit to verify that the proposed locations of the PITs are clear of utilities prior to finalizing the exploration plan.
- **Plan and Coordinate Large Scale PITs:** HWA will work with local jurisdictions to obtain a hydrant use permit as needed. HWA will work with the local water district to

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identify the nearest accessible fire hydrant to the location of the proposed PIT test to supply water to the PITs, or to resupply our subcontracted mobile water truck, as needed. If an accessible hydrant cannot be identified within a reasonable distance of the site, additional water trucks may be required. HWA will contract with a subcontractor to provide the equipment necessary to set up and perform the PIT.

- **Conduct Pilot Infiltration Test:** Up to two (2) Pilot Infiltration Tests (PITs) will be conducted within this scope. The PIT tests will be conducted per the 2019 Stormwater Management Manual for Western Washington, approximately at the center of the areas with the highest concentrations of permeable pavement. The exact location of the pilot infiltration tests will be determined based on the site conditions and configuration of existing utilities.

Our subcontractor will excavate a minimum of a 3 x 4 foot area to the approximate depth of the proposed infiltration facility, up to approximately 4 feet below the existing ground surface. Once the site has been prepared, caution tape and cones will be placed around the excavation while HWA conducts the PIT. Water for the test will be supplied from a nearby hydrant or water truck.

After the PIT is completed, caution tape and cones will be left in place around the excavation to and the PIT left open to allow the remaining water to drain overnight. The following morning HWA's subcontractor will over excavate the soils within the PIT to evaluate the presence of restrictive layers within the subsurface. Samples will be collected from the base of the PIT and below the PIT.

After the over excavation is complete, the PIT will be backfilled with the excavated material. Each portion of the Pilot Infiltration Test will be performed under the full time observation of a representative from HWA. Soils removed for the PIT and the over excavation will be logged by HWA's representative.

- **Generate PIT Log and Assign Laboratory Testing:** Each of the soil samples retrieved from the PIT test will be sealed in plastic bags and taken to HWA's Bothell, Washington office for further examination and testing. Soil information will be presented in summary PIT logs that will be generated upon completion of our exploration program.
- **Conduct Infiltration Testing Analysis:** HWA will evaluate the data obtained from the PIT test and determine an appropriate design infiltration rate for use in design of potential infiltration facilities.
- **Additional Pavement Engineering:** HWA will use the collected information regarding soil and groundwater conditions observed at the site to develop recommendations for permeable pavements, in addition the recommendations for pavements in our geotechnical task.

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- **Additional HWA QA/QC:** HWA has included time for additional QA/QC for this additional task.
- **Additional Reporting Time:** HWA has included additional time for updating the geotechnical report related to this additional task.

ASSUMPTIONS/CONDITIONS

The following assumptions were made as part of the development of the proposal for this phase:

- All exploration locations will be within the City’s rights-of-way or property for which rights of entry have been previously secured. All required permits will be provided by others at no cost to HWA.
- Portions of the site may not be fully accessible for our equipment. Some clearing and preparatory work may be required during our field work to access portions of the site and is permitted.
- Traffic control will not be required.
- Utility locates will be comprehensive and accurate enough to allow reliable and safe location of borings. Vacuum extraction of borings is not included.
- Field explorations can be accomplished during normal daylight workdays and hours, with at least a minimum of 8 hours available per day. Field work for the PITs is estimated to be completed within 3 days.
- Exploration locations will be field located using handheld GPS and measurement from existing known features. Surveying of actual exploration locations is not included.
- PITs will be backfilled with the excavated material. The excavated material will be placed back into the pit in loose lifts and periodically compacted during backfilling by tamping the lifts with the excavator bucket, mechanical compaction of the soils is not included as part of the scope of work. Excavations will not be advanced below the water table, if encountered.
- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or groundwater are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- Depth of the Pilot Infiltration Tests will be excavated to the approximate depth of the base of the infiltration facility but are limited to approximately 4 feet below the existing ground surface. Excavations beyond this depth would require shoring for safe access to set up the PIT, which is not included within our scope.

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- A groundwater mounding analysis is not anticipated to be required for permeable pavement or if the stormwater is diverted to the Lyon creek and is not included within our scope of work.
- Following delivery of the draft report, all soil samples will be disposed of, unless otherwise mutually agreed upon. Long-term storage of soil samples by HWA is not included.

DELIVERABLES

- Geotechnical Subsurface Exploration Plan (PDF)
- Draft Geotechnical Engineering Report (PDF)
- Final Geotechnical Engineering Report (PDF)

Client Responsibilities

1. Provide access to the site to perform site reconnaissance, utility locates, field work, and groundwater monitoring.
2. Provide necessary permits and rights of entry at no cost to HWA.

PROJECT BUDGET

We estimate that the scope of services proposed herein will require a budget as detailed on the attached project cost estimate. We will not exceed the attached cost estimates without your prior authorization. However, if during the evaluation of the available data or during our field exploration unanticipated subsurface conditions are revealed which would require a level of effort beyond the scope of our study, we will contact you immediately to discuss any necessary modifications to our scope of services and/or budget estimate.

The budget presented in this proposal reflects an estimate based on our current understanding of the project requirements for a scope of work developed from the information provided. HWA reserves the right to transfer hours and budget dollars between tasks to satisfy project requirements. Our budget also reflects estimated direct costs to the project for testing, drilling, etc. HWA may also transfer funds allocated for direct costs to professional/technical hours or vice versa, to satisfy project requirements.



May 2, 2024
HWA Project No. 2024-069-21

Thank you again for the opportunity to provide this proposal for geotechnical engineering services to support City of Lake Forest Park's Lakefront Improvements Project. Should you have any questions regarding this proposal, or require additional services, please contact us at your convenience.

Sincerely,

HWA GEOSCIENCES INC.



William R. Rosso, P.E.
Geotechnical Engineer



Sandy R. Brodahl, P.E.
Geotechnical Engineer, Principal

Attachments: Project Cost Estimate

HWA Ref: 2024-069-21
 Date: 26-Apr-24
 Prepared By: WRR/SRB



Project Cost Estimate
 LFP Lakefront Improvements Project
 Lake Forest Park, Washington
 Prepared for: Facet, attn: Amber Mikuscak

Scope of Work
 Refer to the project scope of work document.

ESTIMATED HWA LABOR:

WORK TASKS	2024 BILLING RATES										TOTAL HOURS	TOTAL AMOUNT
	Principal IX	Geotech. Eng. VII	Geotech. Eng. IV	Hydrogeologist IV	Geologist III	CAD	Contracts Administrator	Administrative Support	TOTAL HOURS	TOTAL AMOUNT		
DESCRIPTION	\$345.00	\$290.00	\$180.00	\$190.00	\$145.00	\$155.00	\$165.00	\$120.00				
Task 1.1 - Project Management												
Project setup			2					2			4	\$600
Project coordination meetings		4	4								8	\$1,880
Project and Contract Management			36				18				54	\$9,450
Task 4.1 - Exploration Work Planning												
Review available geotechnical information		1	4								5	\$1,010
Site reconnaissance and utility locates (two site visit)			3		6	1					10	\$1,565
Plan and coordinate field exploration program		1	4					4			9	\$1,490
Generate geotechnical subsurface exploration plan (SEP)		1	4			4					9	\$1,630
Conduct geotechnical borings (3 days)		2	3		27						30	\$4,455
Generate boring logs and assign laboratory testing		2	2		5	2					11	\$1,975
Groundwater data collection/download (up to 4 site visits)	1	1	4		12						18	\$3,095
Task 4.2 - Geotechnical Engineering Design Services												
Conduct preliminary infiltration screening		1	4								5	\$1,010
Generate seismic design parameters		1	4								5	\$1,010
Evaluate liquefaction and lateral spreading potential		1	6								7	\$1,370
Evaluate geologic and seismic hazards		4	12								16	\$3,320
Develop recommendations for foundations		4	2								12	\$3,040
Pavement Engineering and Recommendations		4	2								6	\$1,740
Develop considerations for general earthwork and construction		1	4								5	\$1,010
HWA QA/QC		8									12	\$3,700
Draft Geotechnical Data Report		2	4	16		2		2			26	\$5,280
Respond to Review Comments on Draft Geotechnical Data Report		2	4	4							6	\$1,300
Final Geotechnical Data Report		2	4	8		2		2			18	\$3,840
Miscellaneous Engineering and Support		6	12	12							30	\$7,710
TOTAL LABOR CHARGES:	23	51	150	0	50	11	18	10			313	\$62,850

ESTIMATED DIRECT EXPENSES:
 Mileage: 0.67/mi, 8 round trips at 20 miles/trip \$107
 GPS Unit Rental, \$75/day, 3 day \$225
 Transducer Rental: \$600/datalogger, 2 \$1,200
 Water Level Indicator: \$30/day, 6 days \$180
 Laboratory Testing \$5,900
TOTAL DIRECT EXPENSES: \$7,612

ESTIMATED SUBCONSULTANT COSTS:
 Private Utility Locate \$500
 Drilling Subcontractor - 3 days (5 borings, 250 ft, two permanent wells) \$17,500
 Subconsultant Mark-Up (7%) \$1,260
TOTAL SUBCONSULTANT COSTS: \$19,260

TASK TOTALS AND SUMMARY:
 Total Labor Cost \$62,850
 Direct Expenses \$7,612
 Subconsultant Costs \$19,260
TOTAL: \$89,722

LABORATORY TESTING SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Moisture Content w/Description	35	\$24	\$840
One-Dimensional Consolidation Test	1	\$950	\$950
Percent Passing #200 Sieve	7	\$105	\$735
Grain Size Sieve Analysis -wet	7	\$135	\$945
Combined Grain Size & Hydrometer	6	\$275	\$1,650
Aterberg Limits	3	\$260	\$780
LABORATORY TESTING TOTAL:			\$5,900

PROJECT TOTALS AND SUMMARY:
 Geotechnical Services \$89,722
 Pilot Infiltration Testing (optional) \$36,701
GRAND TOTAL: \$126,423

Section 7, Item A.

BASE FEE

BASE FEE

Project Cost Estimate
 LFP Lakefront Improvements Project
 Lake Forest Park, Washington
 Prepared for Facet, attn. Amber Mikluscak



GEOSCIENCES INC.
 DBE/MWBE

HWA Ref: 2024-069-21
 Date: 26-Apr-24
 Prepared By: WRR/SRB

Scope of Work
 Refer to the project scope of work document.

ESTIMATED HWA LABOR:

WORK TASKS	2024 BILLING RATES										TOTAL HOURS	TOTAL AMOUNT
	Principal IX	Geotech. Eng. VII	Geotech. Eng. IV	Hydrogeologist IV	Geologist III	CAD	Contracts Administrator	Administrative Support	TOTAL HOURS	TOTAL AMOUNT		
DESCRIPTION	\$345.00	\$290.00	\$180.00	\$190.00	\$145.00	\$155.00	\$165.00	\$120.00				
Task 4.3 - Pilot Infiltration Testing (optional)												
Additional Project Management			2					2				\$600
Conduct Additional Utility Locating			1		3							\$615
Plan and Coordinate Small Scale PITs	1	1	4									\$1,355
Conduct Pilot Infiltration Tests (2 1/2 days)	1	1	2	4	24							\$5,235
Generate PIT Logs and Assign Laboratory Testing	1	1	2	1	2							\$1,475
Conduct Infiltration Analysis	1			4								\$1,105
Additional Pavement Engineering Efforts	4		2									\$1,740
Additional HWA QA/QC	2	1										\$980
Additional Reporting Time	2	1	4									\$1,700
TOTAL LABOR CHARGES:	12	5	17	9	29	0	0	2			74	\$14,805

LABORATORY TESTING SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Moisture Content w/Description	4	\$24	\$96
Percent Passing #200 Sieve	0	\$105	\$0
Grain Size Sieve Analysis -wet	0	\$135	\$0
Combined Grain Size & Hydrometer	6	\$275	\$1,650
LABORATORY TESTING TOTAL:			\$1,746

ESTIMATED DIRECT EXPENSES:

Mileage: 0.67/mi. 3 round trips at 20 miles/trip	\$40
GPS Unit Rental, \$75/day, 3 days	\$225
Water Level Indicator: \$30/day, 3 days	\$90
Laboratory Testing	\$1,746
TOTAL DIRECT EXPENSES:	\$2,101

ESTIMATED SUBCONSULTANT COSTS:

Private Utility Locate	\$500
Excavator and Water Truck Subcontractor for PITs - 3 days	\$18,000
Subconsultant Mark-Up (7%)	\$1,295
TOTAL SUBCONSULTANT COSTS:	\$19,795

PROJECT TOTALS AND SUMMARY:

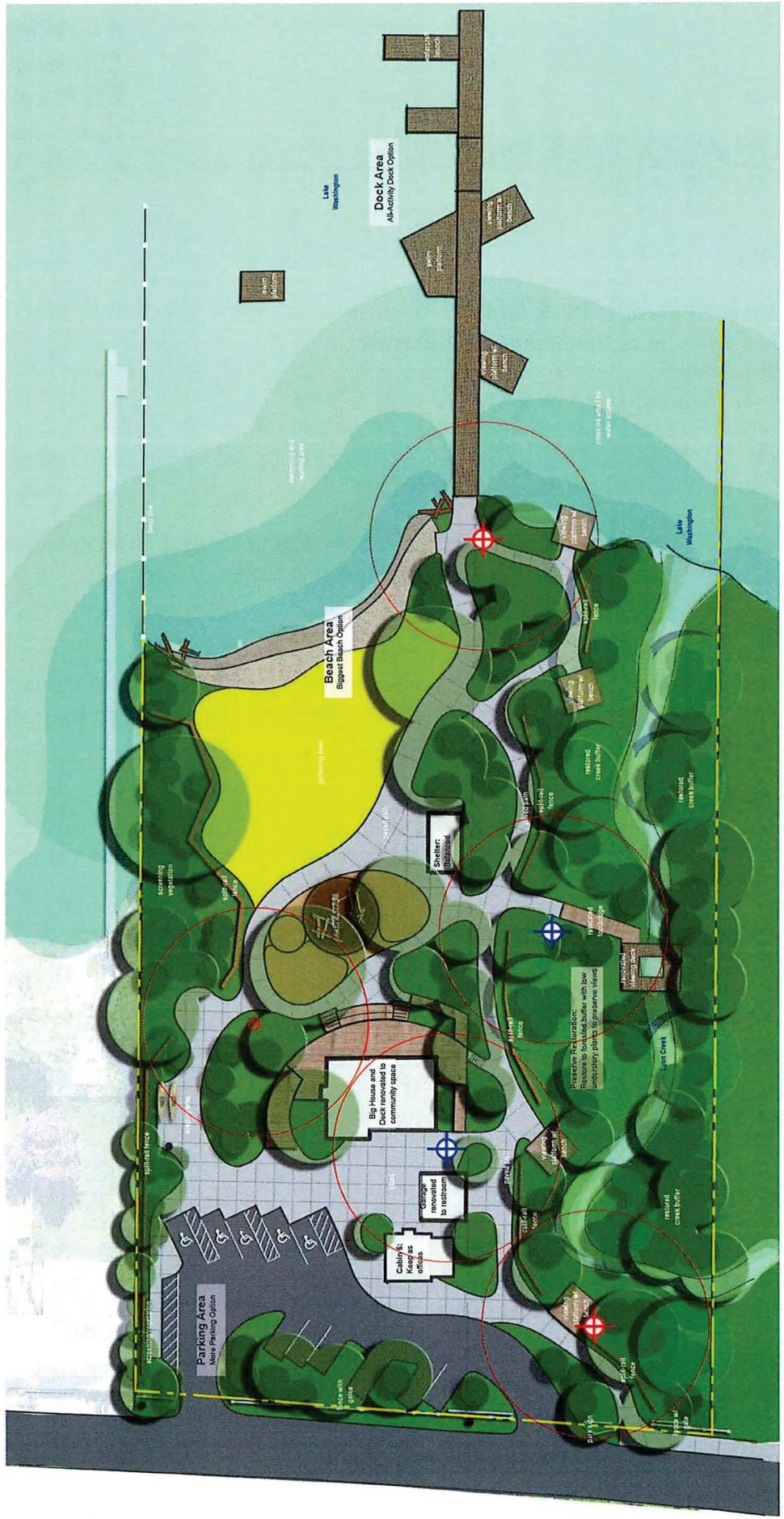
Geotechnical Services	\$89,722
Pilot Infiltration Testing (optional)	\$36,701
GRAND TOTAL:	\$126,423

TASK TOTALS AND SUMMARY:

Total Labor Cost	\$14,805
Direct Expenses	\$2,101
Subconsultant Costs	\$19,795
TOTAL:	\$36,701

RESERVE FEE

Section 7, Item A.



ATTACHMENT
 Subconsultant Proposal
 Electrical Engineering

16300 Christensen Rd, Suite 330
 Seattle, Washington 98188

Phone: 206.243.5022
 www.elcon.com

ELCON ASSOCIATES, INC.
 ENGINEERS—CONSULTANTS

4/25/2024

Ms. Amber Mikluscak, PLA, GISP
Principal Director of Landscape Architecture
DCG/Watershed
 750 6th St South, Kirkland, WA 98033

Subject: Electrical Engineering Services Proposal for the City of Lake Forrest Park
 Lakefront Phase 2 Scope of Work

Reference: Your Email dated April 11, 2024, Regarding Scope and Fee Proposal
 City of Lake Forrest Park Lakefront Site Visit

Dear **Amber**,

Based on your April 11, 2024, email with attachments, and information we gathered during the site visit, we have developed the following scope of services and fee proposal to provide electrical engineering for this project.

Project Description:

This project's scope of work is to provide electrical and lighting design services at 50%, 70%, 100%, IFC/Bid Set PS&E, and Bid Support at the Lake Forest Park waterfront project.

Basic Services Scope of Work:

Elcon Associates, Inc. will coordinate with DCG/Watershed Seattle City Light (SCL), and City of Lake Forest Park to prepare electrical power and lighting design drawings, specifications, and electrical cost estimate (PS&E).

Expected tasks are outlined below:

Task 1 – Project Management:

1. Project Planning and Administration
2. Coordination with design team
3. Coordination with DCG/Watershed personnel
4. Coordination with SCL personnel

Task 3 – Design Services:

70% PS&E

1. Respond to City's 50% submittal review comments
2. Attend online coordination meeting (1 mtg)

3. Update load calculations
4. Prepare 70% Drawings
 - a. Legend, Abbreviations & Gen. Notes
 - b. Overall Site Plan
 - c. Enlarged Electrical Plan
 - d. One-Line Diagram
 - e. Lighting Plan
 - f. Lighting Schedule/Details/Controls
 - g. Panelboard Schedules
5. Estimate of Probable Construction Costs
6. Develop electrical/lighting Specifications
7. QC Review

100% PS&E

1. Respond to City's 70% submittal review comments
2. Attend online coordination meeting (1 mtg)
3. Prepare 100% Drawings
 - a. Legend, Abbreviations & Gen. Notes
 - b. Overall Site Plan
 - c. Enlarged Electrical Plan
 - d. One-Line Diagram
 - e. Lighting Plan
 - f. Lighting Schedule/Details/Controls
 - g. Panelboard Schedule
4. Estimate of Probable Construction Costs
5. Develop electrical/lighting Specifications
6. QC Review

IFC / Bid Set PS&E

1. Respond to City's 100% submittal review comments
2. Attend online coordination meeting (1 mtg)
3. Prepare Bid Set Drawings
 - a. Legend, Abbreviations & Gen. Notes
 - b. Overall Site Plan
 - c. Enlarged Electrical Plan
 - d. One-Line Diagram
 - e. Lighting Plan
 - f. Lighting Schedule/Details/Controls
 - g. Panelboard Schedule
4. Estimate of Probable Construction Costs
5. Develop electrical/lighting Specifications
6. QC Review

Task 5 – Bid Support:

1. Respond to Bidders' questions
2. Attend online coordination meeting (1 mtg)

Assumptions:

- A Time and Materials contract for services will be negotiated and signed and Notice to Proceed (NTP) issued before work will begin.
- Work will be under the direction of DCG/Watershed personnel.
- All electrical design work (70%, 100%, IFC/Bid Set, Bid Support) will be completed in accordance with a mutually agreed upon schedule.
- Probable opinion of electrical costs will be prepared using 2024 RS Mean's Electrical Cost Data.
- All deliverables listed above will be provided electronically in PDF format.
- Any changes to the scope or fee of this agreement shall be documented in writing (email will suffice) before additional work is performed.
- This scope of work does not include CA Support. A new scope/fee will be developed during the construction phase of this project.

We appreciate the opportunity to submit this scope and fee proposal. Please call or e-mail if you have any questions. We look forward to working with you on the electrical design of this project.

Sincerely,
ELCON ASSOCIATES, INC.

Dimitri Siaterlis, PE.
Principal Electrical Engineer

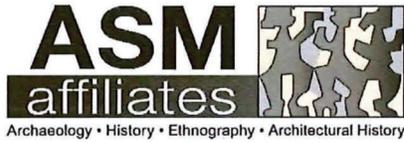
Estimate for Engineering Services		ELCON ASSOCIATES, INC. ENGINEERS - CONSULTANTS				
Project: City of Lake Forest Park						
Client No: Lakefront Improvements						
Elcon No: 7030 - S2303O						
Phase: Phase 2 - Electrical/Lighting Design						
Revision: April 25, 2024						
Budgeted Labor By Category in Manhours						
ENGINEERING SERVICES	Principal	Project Manager	Jr. Engineer	CADD	Clerical	Total
Task 1 – Project Management:						
1. Project Planning and Administration	8				2	10
2. Coordination with design team	4					4
3. Coordination with DCG/Watershed personnel	4					4
4. Coordination with SCL personnel	4					4
Task 3 – Design Services:						
70% PS&E						
1. Attend online coordination meeting (1 mtg)		1				1
2. Prepare load calculations			4			4
3. Prepare 70% Drawings						
a. Legend, Abbreviations & Gen. Notes		1		1		2
b. Overall Site Plan		4		4		8
c. One-Line Diagram	1	6		6		13
d. Lighting Plan	1	8		8		17
e. Panelboard Schedules		8		8		16
4. Estimate of Probable Construction Costs			8			8
5. Develop outline specifications		4			2	6
6. QC Review	1					1
100% PS&E						
1. Respond to City's 70% review comments		1		1		2
2. Attend online coordination meeting (1 mtg)		1				1
3. Prepare 100% Drawings						
a. Legend, Abbreviations & Gen. Notes		1		1		2
b. Overall Site Plan		4		4		8
c. Enlarged Electrical Plan		4		4		8
d. One-Line Diagram	1	6		6		13
e. Lighting Plan	1	6		6		13
f. Lighting Schedule/Details/Controls			8	8		16
g. Panelboard Schedule		4		4		8
4. Estimate of Probable Construction Costs			6			6
5. Develop electrical/lighting Specifications		6			2	8
6. QC Review	1					1
IFC / Bid Set PS&E						
1. Respond to City's 100% review comments		1		1		2
2. Attend online coordination meeting (1 mtg)		1				1
3. Prepare Bid Set Drawings						
a. Legend, Abbreviations & Gen. Notes		1		1		2
b. Overall Site Plan		2		2		4
c. Enlarged Electrical Plan		2		2		4
d. One-Line Diagram	1	2		2		5
e. Lighting Plan	1	2		2		5
f. Lighting Schedule/Details/Controls			4	4		8
g. Panelboard Schedule		4		4		8
4. Estimate of probable construction costs			4			4
5. Finalize electrical/lighting specifications		4			2	6
6. QC Review	1					1
Task 5 – Bid Support:						
1. Respond to Bidders' questions		4				4
2. Attend online coordination meeting (1 mtg)		1				1
Total Labor Hours:	29	89	34	79	8	239
Labor Rate: Standard Rate	\$235.00	\$165.00	\$125.00	\$100.00	\$110.00	
Total Labor Cost:	\$6,815	\$14,685	\$4,250	\$7,900	\$880	\$34,530
EXPENSES						
	<i>Travel</i>	<i>Trips</i>		<i>miles</i>	<i>\$0.67</i>	
	<i>Parking</i>					
	Total Expenses					
TOTAL ESTIMATED FEE						\$34,530

ADD SERVICE / TASK 6 - Sustainability Credential Support:

- Attend monthly coord mtgs (18 mtgs x \$165/hr) = \$2,970

Est. Total w/ ADD SVC = \$37,500

ATTACHMENT E.
Subconsultant Proposal
Cultural Resources



Proposal to Conduct a Cultural Resources Assessment

Lake Forest Park Lakefront Improvements Project Phase 2
King County, Washington

April 25, 2024

Prepared by:

ASM Affiliates
26231 72nd Ave NW
Stanwood, WA 98292

Prepared for:

Amber Mikluscak, PLA, GISP
Principal, Director of Landscape Architecture
FacetNW
amikluscak@facetnw.com

A handwritten signature in black ink, appearing to be 'D Iversen', written over a horizontal line.

Dave Iversen, Director

Project Introduction

ASM Affiliates, Inc. (ASM) will conduct a cultural resources assessment for the Lakefront Phase 2 Project, Lake Forest Park, King County, Washington. The assessment will include the Lyon Creek Waterfront Preserve Property (Parcel 403010-0050) as well as the section of Beach Drive NE between Ballanger Way and 47th Avenue. All services will be provided in accordance with the Washington State Department of Archaeology and Historic Preservation (DAHP) guidelines, and managed by ASM’s archaeologists, architectural historians, and/or historians who exceed the *Secretary of the Interior’s Professional Qualification Standards*. All services will be provided on a fixed-fee basis after receipt of signed contract. This proposal shall remain valid for 90 days from today’s date.

Scope of Work

Project Kickoff - ASM will participate in one kickoff call to discuss project requirements and confirm project schedule.

Records Search - Prior to the initiation of fieldwork, ASM will conduct records searches of site forms and previous cultural resources reports on file at DAHP as well as archival review of other existing documentation that may be useful to determine cultural resources concerns or historical properties located within 1-mi. of the project area. Library and online resources will also be consulted to check historic land survey and patent maps, topographic maps, and other pertinent historical documents. The results of a preliminary desktop review of these data will be presented in a technical memo.

Field Survey - Fieldwork will include an intensive survey to examine all exposed ground surfaces for archaeological resources. Subsurface excavation will be conducted using a systematic method to determine if unknown significant sites are present below the ground surface. ASM will conduct subsurface excavations at regular intervals in accessible areas. Shovel test probe (STP) excavations will be used to determine the presence, extent, and structure of subsurface deposits, and assist in the determination of the nature of any identified site boundaries. If necessary, auger probes will be excavated at the base of STPs in areas where project excavation is planned to extend greater than three feet below surface. Sediment from excavations will be screened through ¼-in. hardware mesh. will be documented on ASM forms, which include provenience location, artifact inventory, information on sediment type and color, termination depth, and general observations. The locations of excavations and all identified cultural resources will be documented with submeter accuracy global positioning systems (GPS) handheld devices and included on report quality figures within the technical report.

Technical Report Preparation – ASM will present the results of the assessment in an addendum to the technical report prepared or Phase 1 of the project.

Schedule

ASM will conduct the field survey within 60 days of NTP and a draft report addendum will be submitted for review within 30 days of fieldwork completion. The final report will be submitted within two (2) weeks of receipt of comments to the draft.

Cost

The fixed-fee cost to complete the field survey and technical report is **\$9,800.00**.

April 25, 2024
Amber Mikluscak
Page 3 of 3

Assumptions

- A maximum of 20 STP excavations will be conducted for the fieldwork;
- No cultural resources will be documented;
- Deliverables will be provided electronically via email;
- NRHP evaluation, data recovery, and/or on-site monitoring for any cultural resources identified will be performed under a separate contract.

Proposal Acceptance

Title: Proposal to Conduct a Cultural Resources Assessment - Lake Forest Park Lakefront Improvements Project Phase 2

Cost: \$9,800.00

Accepted by:

Signature

Print Name

Title

Date

Company Name

Billing Address

Email Address

Phone



415 1st Ave, #9671
Seattle, WA 98109
220 NW 8th Ave
Portland, OR 97209

206 259 2990
www.dwcocost.com
WBE WOSB SCS

ATTACHMENT F. Subconsultant Proposal Cost Estimation

April 24, 2024

Amber Mikluscak
Facet
9706 4th Ave NE, Suite 300
Seattle, WA 98115

RE: Phase 2: Lake Forest Park Lakefront Improvements

**FP-WA-2023-0099b
Add Service**

Dear Amber Mikluscak,

Thank you for inviting our team to submit a proposal for Cost Consulting services on this project.

My understanding of the scope of services to be provided is incorporated into the attached assumptions as detailed in Schedule 1. The proposed fees in Schedule 2 assume these terms & conditions will be in effect for the provision of our services, and we reserve the right to adjust our fee should these be changed, or should we be required to execute a different contract between us.

I look forward to the opportunity of assisting you on this particular project. If you have any questions regarding these fees or the scope of our services, please do not hesitate to contact me. If you are in agreement with the scope, fees, and contract terms, please sign as indicated, retain a copy, and return the signed copy.

Sincerely,

Trish Drew, CPE, LEED AP
Managing Director

SCHEDULE 1

DCW COST MANAGEMENT, LLC’s Basic Services

Project Description:

We understand that the project comprises cost planning for the Phase 2: Lake Forest Park Lakefront Improvements located in Lake Forest, WA. The cost study scope of work includes costing the design documents.

The project comprises three parcels including an existing public preserve and two parcels previously programmed as a single residential property with multiple outbuildings. The project is encumbered by shoreline and critical area regulations, including the shoreline management area of Lake Washington and encumbrances from onsite wetlands and Lyon Creek, a natural salmon-bearing stream.

Early Works Demolition incorporates the demolition of Buildings 1-5 and 9. The existing wood fence between the preserve and Building 1 will be demolished as well. A new chain link fence with 2 gates, privacy panels, and an “about the project” banner will be installed along the frontage of Beach Dr, just inside the property.

A new lakefront park will be developed through site improvements and adaptive reuse of existing structures. Park amenities will include new parking area, paved plaza and paths, viewing platforms, gathering deck, play area, picnic shelter, bathhouse, community flex space, and small city office. A new dock will be constructed for public water access and recreation.

Detailed Scope of Work:

Task 1 – Project Management

Task 2 – Stakeholder Engagement

Task 3 Design Services

Task 3a 70% Plans, Specifications and Estimate

- Prepare an opinion of probable construction costs, including lifecycle costs, during this stage with all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Unifomat II component format.
- This stage includes a maximum of two alternates.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to three team and client meetings are included during this phase.

Task 3b 100% Plans, Specifications and Estimate

- Prepare an opinion of probable construction costs, including lifecycle costs, during this stage with all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Unifomat II component format.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to three team and client meetings are included during this phase.

Task 4 – Environmental Documentation & Permitting

Task 5 – Bid Support

April 24, 2024

**SCHEDULE 2
Fee Schedule**

Fee Breakdown

	HRS	RATE	SUM
Task 1 – Project Management	0	\$175	\$ 0.00
Task 2 – Stakeholder Engagement	0	\$175	\$ 0.00
Task 3a – 70% Plans, Specifications and Estimate	36	\$175	\$6,300.00
Task 3b – 100% Plans, Specifications and Estimate	32	\$175	\$5,600.00
Task 4 – Environmental Documentation & Permitting	0	\$175	\$ 0.00
Task 5 – Bid Support	0	\$175	\$ 0.00
SUM Total	68		\$11,900.00

The services in the scope of work (Attachment 1) will be performed on an **Hourly Basis NTE (not to exceed)** the amount of **\$11,900**.

The fees are valid for ninety days from the date of this proposal. Should any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications, and reports required for the performance of our work will be provided electronically, at no cost to DCW Cost Management, LLC. Should you require printed copies of our opinions of probable construction cost, this fee assumes that we will provide a maximum of six copies of each report.

(end of page)

April 24, 2024

SCHEDULE 3

DCW COST MANAGEMENT, LLC Current Hourly Rate Schedule

All other services not detailed above, including additional estimates, further revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services will be considered additional services. Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Currently, these hourly rates are:

	<u>Bill Rate</u>
Directors	\$180.00
Specialists	\$170.00- \$180.00
Cost Estimators*	\$160.00 - \$150.00
Clerical	\$105.00
Deposition and Trial	Additional 50%

*Primary work performed by Cost Estimators

Confirmation of Agreement: This letter correctly sets out the scope and fees to be provided by DCW Cost Management, LLC for the proposed project.

DCW COST MANAGEMENT, LLC.

Client: Facet

DATE: 4/24/2024

DATE:

By: Trish Drew

By: Amber Mikluscak

Its: Managing Director

Its: Principal of Landscape Architecture



Exhibit B

Item No.	Description	Quantity	Unit	Rate	Amount	Notes
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City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
02/26/26

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, an Accounts Payable Dated 02/26/2026 CLAIM FUND Check Nos. 88843 through 88896 in the amount of \$279,713.70, a 2/06/26 PAYROLL FUND ACH transaction in the amount of \$237,716.58, are approved for payment this 26th day of February 2026.

Additional approved transactions are:

- ACH transaction Elavon in the amount of \$820.59
- ACH transaction Invoice Cloud in the amount of \$1,307.55
- ACH transaction State of Washington in the amount of \$12,174.51
- ACH transaction US Bank Statement in the amount of \$58,741.62
- ACH transaction US Bank Statement in the amount of \$33,487.91

Total approved claim fund transactions: \$623,962.46

City Clerk

Mayor

Finance Committee

Accounts Payable

Check Register Totals Only

User: sschindele
 Printed: 2/23/2026 - 10:16 AM
 Batch: 00026.02.2026 - AP 02.26.26



Check	Date	Vendor No	Vendor Name	Amount	Voucher
88843	02/26/2026	AARDPEST	AARD Pest Control, Inc	109.20	88843
88844	02/26/2026	AGUIRRER	Raul Aguirre	840.00	88844
88845	02/26/2026	AMERTRAF	American Traffic Solutions Inc.	81,474.10	88845
88846	02/26/2026	BASLER	Anthony Carl Basler	385.00	88846
88847	02/26/2026	BRNDISC	Christopher Bendiksen	331.80	88847
88848	02/26/2026	CADMAN	Cadman Materials, Inc.	199.95	88848
88849	02/26/2026	CALPORT	Calportland Company	119.95	88849
88850	02/26/2026	CENTURY2	Century Link	113.05	88850
88851	02/26/2026	LFPUTIL	City of Lake Forest Park	1,183.80	88851
88852	02/26/2026	DATABAR	Databar	2,169.87	88852
88853	02/26/2026	DATAQUES	DataQuest, LLC	224.66	88853
88854	02/26/2026	DRIVERS	Drivers License Guide Company	37.51	88854
88855	02/26/2026	FRONTLIN	Frontline Public Safety Solutions	2,520.00	88855
88856	02/26/2026	GALLS	Galls, LLC	880.93	88856
88857	02/26/2026	GALTJ	John E. Galt	43.75	88857
88858	02/26/2026	GRAY&OS	Gray & Osborne, Inc.	7,285.73	88858
88859	02/26/2026	GULATIP	Puneeta Gulati	157.50	88859
88860	02/26/2026	HAMLINEU	Hamline University	929.50	88860
88861	02/26/2026	HURRICAN	Hurricane Butterfly Law Enforcement	1,280.58	88861
88862	02/26/2026	IEHLAB	Molecular Epidemiology Inc IEH Lab	53.00	88862
88863	02/26/2026	IMAGSPEC	Imaging Spectrum, Inc.	671.85	88863
88864	02/26/2026	INNOVAC	New Restoration & Recovery LLC Inr	3,168.70	88864
88865	02/26/2026	JETCITY	Jet City Printing, Inc.	251.49	88865
88866	02/26/2026	KAISER	Kaiser Foundation Health Plan of Was	810.00	88866
88867	02/26/2026	KCDNRP	King County Dept of Natural Resourc	1,803.00	88867
88868	02/26/2026	KCTRANS	King County DOT	100.00	88868
88869	02/26/2026	KCADMIN	King County Finance	125.63	88869
88870	02/26/2026	KCJAILWK	King County Finance	8,609.52	88870
88871	02/26/2026	KCROAD	King County Finance	1,976.22	88871
88872	02/26/2026	KCPET	King County Pet License	30.00	88872
88873	02/26/2026	KCMISC	King County Treasury Division	78,036.38	88873
88874	02/26/2026	KIRKLAND	Kirkland Police Department	1,303.00	88874
88875	02/26/2026	LAWOFF	Law Offices of Christian W. Smith	300.00	88875
88876	02/26/2026	LOOMIS	Loomis	417.89	88876
88877	02/26/2026	MadroLaw	Madrona Law Group, PLLC	20,544.00	88877
88878	02/26/2026	KHANNADI	Nadira Khan	140.00	88878
88879	02/26/2026	NORTHUTI	Northshore Utility District	8,141.14	88879
88880	02/26/2026	OFFICEDE	Office Depot, Inc.	60.63	88880
88881	02/26/2026	PACEENG	PACE Engineers, Inc.	1,196.25	88881
88882	02/26/2026	PACOFFA	Pacific Office Automation	540.72	88882
88883	02/26/2026	UB*00728	Oxana Pickeral	126.99	88883
88884	02/26/2026	PSE	Puget Sound Energy	462.66	88884
88885	02/26/2026	REDCARP	Red Carpet Building Maint. Inc.	3,206.15	88885
88886	02/26/2026	ROBHALF	Robert Half International, Inc.	16,096.72	88886
88887	02/26/2026	SAFEBUIW	SAFEbuilt Washington, LLC	7,358.26	88887
88888	02/26/2026	STAPLES	Staples Advantage	38.99	88888
88889	02/26/2026	STATEAUD	State Auditor's Office	5,625.90	88889
88890	02/26/2026	STATEFIN	State Treasurer's Office	16,053.96	88890
88891	02/26/2026	TOPSOIL	Topsoils Northwest Inc	364.17	88891
88892	02/26/2026	TRANSPO	Transpo Group USA Inc	1,212.50	88892

Section 7, Item B.

Check	Date	Vendor No	Vendor Name	Amount	
88893	02/26/2026	LETRUNG	Trung Le	140.00	88893
88894	02/26/2026	UTILUND	Utilities Underground Location Ctr.	89.10	88894
88895	02/26/2026	DEPTLICC	Washington State Department of Licer	240.00	88895
88896	02/26/2026	WSPBCK	Washington State Patrol	132.00	88896
				<u>279,713.70</u>	
Check Total:				<u>279,713.70</u>	

Accounts Payable

Checks by Date - Summary by Check Date

User: sschindele
 Printed: 2/23/2026 10:29 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	02/06/2026	1,311.11
ACH	NAVIA	Navia Benefit Solutions, Inc.	02/06/2026	539.48
ACH	NAVIAFSA	Navia - FSA	02/06/2026	120.84
ACH	NAVIAHRA	Navia - HRA	02/06/2026	320.83
ACH	PFLTRUST	LFP PFL Trust Account	02/06/2026	4,241.86
ACH	TEAMDR	National D.R.I.V.E.	02/06/2026	4.45
ACH	Z401AL	Vantagepoint Transfer Agents-107084 ICM	02/06/2026	767.05
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	02/06/2026	10,468.74
ACH	ZAWC	AWC	02/06/2026	52,830.81
ACH	ZEMPSEC	Employment Security Dept.	02/06/2026	733.62
ACH	ZEMPWACA	Wa.Cares Tax	02/06/2026	1,270.93
ACH	ZGUILD	LFP Employee Guild	02/06/2026	925.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	02/06/2026	43,625.42
ACH	ZL&I	Washington State Department of Labor & I	02/06/2026	11,830.72
ACH	ZLEOFF	Law Enforcement Retirement	02/06/2026	18,585.19
ACH	ZLFPIRS	Lake Forest Park/IRS	02/06/2026	58,077.65
ACH	ZPERS	Public Employees Retirement	02/06/2026	21,546.03
ACH	ZTEAM	Teamsters Local Union #117	02/06/2026	286.67
ACH	ZWATWT	Washington Teamsters Welfare Trust	02/06/2026	10,230.18
Total for 2/6/2026:				237,716.58
Report Total (19 checks):				237,716.58



Bank Reconciliation

Checks by Date

User: sschindele
 Printed: 02/23/2026 - 10:27AM
 Bank Accounts: Operatin
 System:
 Cleared and Not Cleared Checks
 Check Date: From 02/26/2026 To 02/26/2026
 Print ACH Checks: True

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	2/26/2026	Elavon		AP		820.59
0	2/26/2026	Invoice Cloud		AP		1,307.55
0	2/26/2026	State of Washington		AP		12,174.51
88843	2/26/2026	AARD Pest Control, Inc		AP		109.20
88844	2/26/2026	Raul Aguirre		AP		840.00
88845	2/26/2026	American Traffic Solutions Inc.		AP		81,474.10
88846	2/26/2026	Anthony Carl Basler		AP		385.00
88847	2/26/2026	Christopher Bendiksen		AP		331.80
88848	2/26/2026	Cadman Materials, Inc.		AP		199.95
88849	2/26/2026	Calportland Company		AP		119.95
88850	2/26/2026	Century Link		AP		113.05
88851	2/26/2026	City of Lake Forest Park		AP		1,183.80
88852	2/26/2026	Databar		AP		2,169.87
88853	2/26/2026	DataQuest, LLC		AP		224.66
88854	2/26/2026	Drivers License Guide Company		AP		37.51
88855	2/26/2026	Frontline Public Safety Solutions		AP		2,520.00
88856	2/26/2026	Galls, LLC		AP		880.93
88857	2/26/2026	John E. Galt		AP		43.75
88858	2/26/2026	Gray & Osborne, Inc.		AP		7,285.73
88859	2/26/2026	Puneeta Gulati		AP		157.50
88860	2/26/2026	Hamline University		AP		929.50
88861	2/26/2026	Hurricane Butterfly Law Enforcement		AP		1,280.58
88862	2/26/2026	Molecular Epidemiology Inc IEH Labor		AP		53.00
88863	2/26/2026	Imaging Spectrum, Inc.		AP		671.85
88864	2/26/2026	New Restoration & Recovery LLC Inn		AP		3,168.70
88865	2/26/2026	Jet City Printing, Inc.		AP		251.49
88866	2/26/2026	Kaiser Foundation Health Plan of Wash:		AP		810.00
88867	2/26/2026	King County Dept of Natural Resources		AP		1,803.00
88868	2/26/2026	King County DOT		AP		100.00
88869	2/26/2026	King County Finance		AP		125.63
88870	2/26/2026	King County Finance		AP		8,609.52
88871	2/26/2026	King County Finance		AP		1,976.22
88872	2/26/2026	King County Pet License		AP		30.00
88873	2/26/2026	King County Treasury Division		AP		78,036.38
88874	2/26/2026	Kirkland Police Department		AP		1,303.00
88875	2/26/2026	Law Offices of Christian W. Smith		AP		300.00
88876	2/26/2026	Loomis		AP		417.89
88877	2/26/2026	Madrone Law Group, PLLC		AP		20,544.00
88878	2/26/2026	Nadira Khan		AP		140.00
88879	2/26/2026	Northshore Utility District		AP		8,141.14
88880	2/26/2026	Office Depot, Inc.		AP		60.63
88881	2/26/2026	PACE Engineers, Inc.		AP		1,196.25
88882	2/26/2026	Pacific Office Automation		AP		540.72
88883	2/26/2026	Oxana Pickeral		AP		126.99

Check No	Check Date	Name	Comment	Module	Clear Date	
88884	2/26/2026	Puget Sound Energy		AP		462.66
88885	2/26/2026	Red Carpet Building Maint. Inc.		AP		3,206.15
88886	2/26/2026	Robert Half International, Inc.		AP		16,096.72
88887	2/26/2026	SAFEbuilt Washington, LLC		AP		7,358.26
88888	2/26/2026	Staples Advantage		AP		38.99
88889	2/26/2026	State Auditor's Office		AP		5,625.90
88890	2/26/2026	State Treasurer's Office		AP		16,053.96
88891	2/26/2026	Topsoils Northwest Inc		AP		364.17
88892	2/26/2026	Transpo Group USA Inc		AP		1,212.50
88893	2/26/2026	Trung Le		AP		140.00
88894	2/26/2026	Utilities Underground Location Ctr.		AP		89.10
88895	2/26/2026	Washington State Department of Licens		AP		240.00
88896	2/26/2026	Washington State Patrol		AP		132.00

Total Check Count: 57

Total Check Amount: 294,016.35

Accounts Payable

Checks by Date - Summary by Check Date

User: sschindele
 Printed: 2/23/2026 10:55 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
12606311	JOBTARGE	JOBTARGET	01/08/2026	674.00
12606312	AMAZON	Amazon Capital Services Inc	01/08/2026	36.45
12606313	BlossomF	Blossom Flower	01/08/2026	77.38
12606314	AMAZON	Amazon Capital Services Inc	01/08/2026	8.81
12606315	AMAZON	Amazon Capital Services Inc	01/08/2026	43.69
12606316	COSTCO	Costco Warehouse	01/08/2026	48.32
12606317	DOLLARTR	Dollar Tree	01/08/2026	19.84
12606318	SAFEWAY	Safeway	01/08/2026	20.93
12606319	SPARTASP	Spartas Pizza & Pasta House	01/08/2026	593.17
12609381	AMAZON	Amazon Capital Services Inc	01/08/2026	20.90
12609382	KCRECORD	King County Recorders Office	01/08/2026	311.66
12627511	ADOBE	Adobe Inc.	01/08/2026	602.01
12627512	AMAZON	Amazon Capital Services Inc	01/08/2026	290.31
12627513	AMAZON	Amazon Capital Services Inc	01/08/2026	59.52
12627514	AMAZON	Amazon Capital Services Inc	01/08/2026	181.70
12627515	AMAZON	Amazon Capital Services Inc	01/08/2026	36.24
12627516	WASABI	Wasabi Technologies, Inc	01/08/2026	103.15
12627517	ADOBE	Adobe Inc.	01/08/2026	602.01
12627881	WESTACE	Westlake Hardware WA-153	01/08/2026	844.61
12627882	PACTOP	Pacific Topsoils, Inc.	01/08/2026	419.90
12627883	KDHCONSU	KDH Consulting, Inc	01/08/2026	230.53
12627884	SUMMITLA	Summit Law Group PLLC	01/08/2026	697.00
12627885	SUMMITLA	Summit Law Group PLLC	01/08/2026	1,080.00
12627886	SOUNDSEC	Sound Security Inc. (Sonitrol)	01/08/2026	2,090.14
12627887	NWCASCA	Northwest Cascade, Inc.	01/08/2026	201.55
12627888	NWCASCA	Northwest Cascade, Inc.	01/08/2026	185.05
12627889	NORTHCIT	North City Water District	01/08/2026	191.73
12634641	4IMPRINT	4imprint, Inc.	01/08/2026	560.85
12634642	192BREW	192 Brewing Co	01/08/2026	810.97
12660601	AMAZON	Amazon Capital Services Inc	01/08/2026	55.10
12660602	SAFEWAY	Safeway	01/08/2026	57.60
12660603	AMAZON	Amazon Capital Services Inc	01/08/2026	18.40
12660604	AMAZON	Amazon Capital Services Inc	01/08/2026	106.18
12660605	AMAZON	Amazon Capital Services Inc	01/08/2026	12.86
12660606	AMAZON	Amazon Capital Services Inc	01/08/2026	60.65
12660607	AMAZON	Amazon Capital Services Inc	01/08/2026	6.61
12660608	AMAZON	Amazon Capital Services Inc	01/08/2026	9.42
12660681	SOLV	TheSolvGroup.com	01/08/2026	87.42
12660682	MUNIRES	Municipal Research & Services Center	01/08/2026	360.00
12668881	GUARDIAN	Guardian Alliance Technologies, Inc	01/08/2026	140.00
12668882	TRITECH	Tri-Tech Forensics, Inc.	01/08/2026	122.00
12668883	DJH&ASSO	David J. Harris & Associates	01/08/2026	497.00
12668884	WSHNA	Washington States Hostage Negotiators' As	01/08/2026	351.22
12668885	M3LEAD	M3 Leadership Group	01/08/2026	540.00
12668886	CHEWY	Chewy.com	01/08/2026	111.71
12668887	GRAFIXS	Grafix Shoppe	01/08/2026	285.00
12668888	TRAFSAFE	Traffic Safety Store	01/08/2026	345.67

Check No	Vendor No	Vendor Name	Check Date	
12689531	AWCCONF	Association of Washington Cities	01/08/2026	-104.79
12689532	MRT	Mr. T's Trophies	01/08/2026	57.08
12689533	AWCCONF	Association of Washington Cities	01/08/2026	104.69
12689534	COSTCO	Costco Warehouse	01/08/2026	85.98
12689535	COSTCO	Costco Warehouse	01/08/2026	38.40
12689536	COSTCO	Costco Warehouse	01/08/2026	36.98
12689538	AMAZON	Amazon Capital Services Inc	01/08/2026	66.96
12689539	AMAZON	Amazon Capital Services Inc	01/08/2026	36.28
12696351	PARALLEL	Parallels International GmbH	01/08/2026	110.29
12696353	WEEBLY	Weebly	01/08/2026	264.96
12699151	KENNYS	Kennys Auto Detail, Inc	01/08/2026	318.18
12699152	CHILDPAS	Child Passenger Safety	01/08/2026	95.00
12699153	TRUPANIO	Trupanion	01/08/2026	140.91
126063110	JOBTARGE	JOBTARGET	01/08/2026	125.00
126063111	JOBTARGE	JOBTARGET	01/08/2026	125.00
126063112	LANDSEND	Lands' End	01/08/2026	-98.15
126063113	LANDSEND	Lands' End	01/08/2026	-98.15
126063114	LANDSEND	Lands' End	01/08/2026	-107.10
126063115	LANDSEND	Lands' End	01/08/2026	-99.96
126278810	NORTHCIT	North City Water District	01/08/2026	809.79
126278811	NORTHCIT	North City Water District	01/08/2026	75.35
126278812	NORTHCIT	North City Water District	01/08/2026	93.49
126278813	INTEGPHN	Integra Telecom, Inc.	01/08/2026	1,424.47
126278814	SEALIGHT	Seattle City Light	01/08/2026	3,619.20
126278815	SEALIGHT	Seattle City Light	01/08/2026	340.51
126278816	SEALIGHT	Seattle City Light	01/08/2026	19.91
126278817	SEALIGHT	Seattle City Light	01/08/2026	34.94
126278818	SOUNDSEC	Sound Security Inc. (Sonitrol)	01/08/2026	51.47
126278819	PACTOP	Pacific Topsoils, Inc.	01/08/2026	370.50
126278820	NWCASCA	Northwest Cascade, Inc.	01/08/2026	439.07
126278821	NWCASCA	Northwest Cascade, Inc.	01/08/2026	526.11
126278822	GOODTOGC	Good To Go	01/08/2026	3.70
126278823	SEALIGHT	Seattle City Light	01/08/2026	39.04
126278824	SEALIGHT	Seattle City Light	01/08/2026	20.27
126278825	SOUNDSEC	Sound Security Inc. (Sonitrol)	01/08/2026	151.67
126278826	WESTACE	Westlake Hardware WA-153	01/08/2026	104.01
126278827	NWCASCA	Northwest Cascade, Inc.	01/08/2026	185.05
126278828	CUBIC IN	Cubic ITS Inc	01/08/2026	5,559.74
126278829	KDHCONSU	KDH Consulting, Inc	01/08/2026	715.85
126278830	SOUNDSEC	Sound Security Inc. (Sonitrol)	01/08/2026	161.02
126278831	VERIZWIR	Verizon Wireless	01/08/2026	2,768.22
126278832	NWCASCA	Northwest Cascade, Inc.	01/08/2026	201.55
126895310	MRT	Mr. T's Trophies	01/08/2026	254.56
126895311	MRT	Mr. T's Trophies	01/08/2026	171.25
126895312	AMAZON	Amazon Capital Services Inc	01/08/2026	40.35
Total for 1/8/2026:				33,487.91
Report Total (92 checks):				33,487.91

Accounts Payable

Section 7, Item B.



Checks by Date - Summary by Check Date

User: sschindele
 Printed: 2/23/2026 11:00 AM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
22606314	STARBUCK	Starbucks Store #373	02/11/2026	22.08
22606316	STARBUCK	Starbucks Store #373	02/11/2026	6.02
Total for 2/11/2026:				28.10
22606311	SUMMITLA	Summit Law Group PLLC	02/12/2026	82.80
22606312	JOBTARGE	JOBTARGET	02/12/2026	125.00
22606313	WABUILD	Washington Association of Building Officials	02/12/2026	88.00
22606315	SAFEWAY	Safeway	02/12/2026	7.86
22609381	COSTCO	Costco Warehouse	02/12/2026	69.98
22609382	COSTCO	Costco Warehouse	02/12/2026	174.95
22609383	DEPTLICE	Washington State Department of Licensing	02/12/2026	261.62
22609384	AMAZON	Amazon Capital Services Inc	02/12/2026	13.94
22609385	DEPTLICE	Washington State Department of Licensing	02/12/2026	111.24
22609386	AMAZON	Amazon Capital Services Inc	02/12/2026	33.09
22609387	AMAZON	Amazon Capital Services Inc	02/12/2026	32.02
22609388	MUNIRES	Municipal Research & Services Center	02/12/2026	50.00
22609389	MUNIRES	Municipal Research & Services Center	02/12/2026	100.00
22610101	WMTA	Washington Public Treasurer's Assn.	02/12/2026	50.00
22627511	AMAZON	Amazon Capital Services Inc	02/12/2026	142.42
22627512	AMAZON	Amazon Capital Services Inc	02/12/2026	94.38
22627513	ASSETTIG	SmartSign	02/12/2026	440.00
22627514	AMAZON	Amazon Capital Services Inc	02/12/2026	419.40
22627515	AMAZON	Amazon Capital Services Inc	02/12/2026	13.62
22627516	AMAZON	Amazon Capital Services Inc	02/12/2026	152.00
22627518	AMAZON	Amazon Capital Services Inc	02/12/2026	15.72
22627519	WASABI	Wasabi Technologies, Inc	02/12/2026	107.56
22627881	NWCASCA	Northwest Cascade, Inc.	02/12/2026	526.11
22627882	NWCASCA	Northwest Cascade, Inc.	02/12/2026	439.07
22627883	NORTHCIT	North City Water District	02/12/2026	219.19
22627884	NORTHCIT	North City Water District	02/12/2026	55.29
22627885	INTEGPHN	Integra Telecom, Inc.	02/12/2026	1,368.05
22627886	SEALIGHT	Seattle City Light	02/12/2026	3,849.55
22627887	SEALIGHT	Seattle City Light	02/12/2026	412.89
22627888	SEALIGHT	Seattle City Light	02/12/2026	21.89
22627889	SEALIGHT	Seattle City Light	02/12/2026	32.94
22633461	DTGENTER	DTG Enterprises, Inc	02/12/2026	41.63
22634641	MICROSOF	Microsoft Corporation	02/12/2026	109.31
22660601	AMAZON	Amazon Capital Services Inc	02/12/2026	189.62
22660602	AMAZON	Amazon Capital Services Inc	02/12/2026	163.37
22660603	AMAZON	Amazon Capital Services Inc	02/12/2026	81.68
22660604	AMAZON	Amazon Capital Services Inc	02/12/2026	9.92
22668881	WSLEFIA	WA State Law Enforcement Firearms Instru	02/12/2026	200.00
22668882	LAWENFSE	Law Enforcement Seminars, LLC	02/12/2026	445.00
22668883	GUARDIAN	Guardian Alliance Technologies, Inc	02/12/2026	140.00
22668884	PRADCO	Pradco Outdoor Brands	02/12/2026	238.20
22668885	CHEWY	Chewy.com	02/12/2026	111.82

Check No	Vendor No	Vendor Name	Check Date	
22668886	JOHNERE	John E. Reid & Associates, Inc.	02/12/2026	655.00
22668887	WSLEFIA	WA State Law Enforcement Firearms Instru	02/12/2026	230.00
22668888	Internal	International Homicide Investigators Assoc	02/12/2026	680.00
22668889	AMAZON	Amazon Capital Services Inc	02/12/2026	64.04
22689531	AMAZON	Amazon Capital Services Inc	02/12/2026	67.90
22689532	AMAZON	Amazon Capital Services Inc	02/12/2026	97.13
22689533	CIVICCLU	Civic Club-Lake Forest Pk	02/12/2026	1,000.00
22689534	HILTOLY	Hilton Garden inn	02/12/2026	765.60
22689535	Mojito	Mojito	02/12/2026	2,753.23
22689536	AMAZON	Amazon Capital Services Inc	02/12/2026	119.66
22689537	AMAZON	Amazon Capital Services Inc	02/12/2026	6.35
22689538	AMAZON	Amazon Capital Services Inc	02/12/2026	30.89
22689539	COSTCO	Costco Warehouse	02/12/2026	97.60
22699151	GRAFIXS	Grafix Shoppe	02/12/2026	95.00
22699152	CARHARTT	Carhartt	02/12/2026	386.36
22699153	SYMBOLA	Symbol Arts, LLC	02/12/2026	356.04
22699154	GOODTOGC	Good To Go	02/12/2026	3.95
22699155	TRUPANIO	Trupanion	02/12/2026	140.91
222627517	AMAZON	Amazon Capital Services Inc	02/12/2026	17.76
226093810	SAFEWAY	Safeway	02/12/2026	27.56
226093811	QFC	Quality Food Centers	02/12/2026	6.61
226275110	AMAZON	Amazon Capital Services Inc	02/12/2026	1,172.46
226275111	ADOBE	Adobe Inc.	02/12/2026	602.54
226278810	PACTOP	Pacific Topsoils, Inc.	02/12/2026	321.01
226278811	STERICYL	Stericycle, Inc.	02/12/2026	65.75
226278812	GOODTOGC	Good To Go	02/12/2026	1.25
226278813	SOUNDSEC	Sound Security Inc. (Sonitrol)	02/12/2026	2,090.14
226278814	SUMMITLA	Summit Law Group PLLC	02/12/2026	120.00
226278815	NWCASCA	Northwest Cascade, Inc.	02/12/2026	185.05
226278816	SEALIGHT	Seattle City Light	02/12/2026	43.04
226278817	KDHCONSL	KDH Consulting, Inc	02/12/2026	285.94
226278818	WESTACE	Westlake Hardware WA-153	02/12/2026	493.18
226278819	SMARSH	Smarsh	02/12/2026	2,744.09
226278820	VERIZWIR	Verizon Wireless	02/12/2026	2,768.87
226278821	NWCASCA	Northwest Cascade, Inc.	02/12/2026	201.55
226278822	SMARSH	Smarsh	02/12/2026	2,718.43
226278823	SEALIGHT	Seattle City Light	02/12/2026	380.33
226278824	SEALIGHT	Seattle City Light	02/12/2026	23,893.85
226278825	STERICYL	Stericycle, Inc.	02/12/2026	10.36
226278826	GUARDSEC	Guardian Security	02/12/2026	177.32
226278827	SUMMITLA	Summit Law Group PLLC	02/12/2026	920.00
226688810	LODGECOL	The Lodge Columbia Point	02/12/2026	675.64

Total for 2/12/2026: 58,713.52

Report Total (86 checks): 58,741.62



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date February 26, 2026

Originating Department Municipal Services

Contact Person Matt McLean, City Clerk

Title Consider Reappointments to the Planning Commission

Legislative History

- First Presentation February 26, 2026 Council Meeting

Attachments - none

Executive Summary

The term of the Planning Commission Position 2, currently held by Commissioner David Kleweno, expires on February 28, 2026. Commissioner Kleweno has expressed interest in being reappointed.

The Mayor recommends that the City Council confirm the reappointment of Commissioner Kleweno to an additional three-year term expiring February 28, 2029.

Background

Pursuant to LFPMC 2.22, members of the Planning Commission are appointed to three-year terms and are limited to two consecutive full-term appointments, except in extenuating circumstances where the City Council finds that reappointment is in the best interest of the City.

Commissioner David Kleweno is currently completing his first full term. During his service, he has participated in deliberations related to the Comprehensive Plan, development regulations, and other land use matters. His continued service would provide institutional knowledge and continuity on ongoing planning initiatives.

The Mayor recommends that the Council confirm the reappointment of David Kleweno.

Fiscal & Policy Implications

Keeping the City’s advisory body membership as full as possible helps mitigate the risk of meetings being canceled due to a lack of quorum. In addition to reappointing interested incumbents to their

current positions, the administration is actively recruiting applicants, who are then interviewed by the Mayor.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Reappoint interested incumbents	Helps keep the advisory bodies more fully staffed
<ul style="list-style-type: none">• Do not reappoint incumbents	Risk of meetings canceled due to lack of a quorum, as well as loss of established members with background knowledge of ongoing issues
<ul style="list-style-type: none">• Continue to recruit to fill the currently vacant positions	Following interviews and the Mayor's recommendation, confirm new appointments to fill existing vacancies as quickly as possible

Staff Recommendation

Confirm the Mayor's appointments as listed above.



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date February 26, 2026

Originating Department Community Development

Contact Person Chris Korwel, Stormwater Program Coordinator

Title Resolution 26-2065/Authorizing the Mayor to Sign the King Conservation District Member Jurisdiction Grant

Legislative History

- First Presentation – Council Regular Meeting 02/26/2026

Attachments:

1. Resolution 26-2065/Authorizing the Mayor to Sign the King Conservation District Member Jurisdiction Grant
2. Agreement Member Jurisdiction Funds Agreement Between King Conservation District and City of Lake Forest Park

Executive Summary

The City of Lake Forest Park (City) has been awarded \$112,000 in Member Jurisdiction Funds by King Conservation District (KCD). The Member Jurisdiction Funds grant program supports project proposals that meet both jurisdictional and District priorities for natural resource improvement. Funds have been awarded to the City for a Green Stormwater Solution Pilot Project.

Background

The City is a member of the King Conservation District and is eligible to apply for grants from the KCD Member Jurisdiction Fund. City residents pay into this fund through their property taxes. Program funds are intended to be used for community conservation projects, such as the Green Stormwater Infrastructure (GSI) projects, to improve stormwater management on residential properties and promote conservation practices to city residents. The City has not utilized these funds in 15 years. No match is required for this grant, and contributions by the City are limited to staff time. The goals of this proposal align with goals in the City’s Nation Pollution Discharge Elimination System (NPDES) permit and may count towards meeting or reducing our permit requirements.

Fiscal & Policy Implications

The Member Jurisdiction Grant does not require a local matching contribution. Projects that would be funded by this grant will not be implemented without this funding. Onsite management of stormwater promoted by this grant would complement and support ongoing activities financed by the Surface Water Management Fund budget.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Approve 	<p>The City will utilize the grant to support the implementation of Green Stormwater Infrastructure (GSI) projects to improve stormwater management on residential properties and promote conservation practices to city residents.</p>
<ul style="list-style-type: none"> • Do not approve 	<p>The City would not complete GSI projects with funds from the Conservation District grant program as described and would forego the opportunity to improve ongoing water quality issues or engage residents in voluntary conservation practices. Funds would be returned to KCD and costs of reducing pollution and flooding that could be absorbed by this program would instead remain a financial and logistical burden for the City.</p>

Staff Recommendation

Review the proposed grant agreement and provide staff with any questions or feedback.

RESOLUTION NO. 26-2065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT FOR AWARD OF KING CONSERVATION DISTRICT MEMBER JURISDICTION GRANT

WHEREAS, the City of Lake Forest Park (City) is required to comply with federally and state mandated National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit (Permit) regulations; and

WHEREAS, the City is responsible for improving stormwater quality in Lake Forest Park, having adopted multiple ordinances reflecting this goal; and

WHEREAS, improving stormwater quality will ensure lasting health benefits to the community and natural environment; and

WHEREAS, King Conservation District (KCD) has allocated grant funds for the Green Stormwater Solution Pilot Program; and

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

Section 1. AUTHORIZE. The Lake Forest Park City Council hereby authorizes the Mayor to sign the Agreement for Award of King Conservation District Member Jurisdiction Grant, 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, scrivener’s or clerical errors, references, ordinance numbering, section and 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.: 26-2065

**AGREEMENT FOR AWARD
OF KING CONSERVATION DISTRICT MEMBER JURISDICTION GRANT**

City of Lake Forest Park

This Agreement is made between the King Conservation District, a municipal corporation in King County, Washington, located at 800 SW 39th Street, Suite 150, Renton, WA 98057 (referred to herein as “District”), and the City of Lake Forest Park, a municipal corporation in King County, Washington, located at 17425 Ballinger Way NE, Lake Forest Park, WA 98053 (referred to herein as “Recipient”), for the purposes set forth herein. This Agreement is effective as of July 1, 2026 and shall remain in effect until December 31st, 2029.

SECTION 1. RECITALS

1.1 Whereas, the District is a special purpose district organized and existing under authority of Chapter 89.08 RCW which engages in certain activities and programs to conserve natural resources, including soil and water, which activities are declared to protect and promote the health, safety, and general welfare of the people of the state of Washington; and

1.2 Whereas, pursuant to RCW 89.08.400 and/or RCW 89.08.405, King County has authorized and imposed a system of assessments and/or a system of rates and charges to finance the activities and programs of the District; and

1.3 Whereas, pursuant to RCW 89.08.220 and RCW 89.08.341 the District is authorized to enter into agreements with, or to furnish financial or other aid to, municipal entities and agencies (governmental or otherwise), or their designees, or any occupier of lands within the District, in order to carry out and facilitate the activities and programs of the District to conserve natural resources; and

1.4 Whereas, the District has reviewed the grant application submitted by Recipient and has determined that the application meets the requirements of Chapter 89.08 RCW and the District's policies and procedures for awarding grants; and

1.5 Whereas, the District and Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions relating to the District's award of a grant to Recipient.

SECTION 2. AGREEMENT

2.1 The District agrees to award Recipient a grant in the total amount of One Hundred Twelve Thousand and 00/100 Dollars (\$112,000.00) from KCD Lake Forest Park Member Jurisdiction funds. Grant funds shall be used by Recipient solely for the performance of the work described in the grant application, herein referred to as **Exhibit A** which is attached hereto and incorporated herein by this reference. The District shall pay the grant funds to Recipient in accordance with the District’s policies and procedures, or as otherwise provided herein, including but not limited to, the policies and procedures contained in the grant program guidelines, provided that such funds have been collected and received by the District.

2.2 Recipient represents and warrants that it will only use the grant funds for the work described in **Exhibit A**, which may be amended by the parties pursuant to Paragraph 3.3 of the Agreement. Recipient shall be required to refund to the District that portion of any grant funds which are used for unauthorized work. Further, Recipient agrees to return to the District any grant funds that are not expended or remain after completion of the work covered by this Agreement.

2.3 Recipient acknowledges and agrees that the grant funds may only be expended on work which shall be entirely within the District's jurisdictional boundaries. The following municipal entities are not within the District's jurisdictional boundaries: Enumclaw, Federal Way, Milton, Pacific, and Skykomish. Recipient shall be required to refund the District any portion of grant funds which are used for work performed outside the District's jurisdictional boundaries.

2.4 Activities carried out in connection with this Agreement and expenses incurred by the Recipient must take place within the project start and end dates specified above and in **Exhibit A** of this Agreement. Activities and expenses that do not occur within those dates will not be reimbursed.

2.5 After the Agreement has been signed by the parties, the District may, in its discretion, advance one payment not to exceed fifteen percent (15%) of the grant award. The advance payment may be requested by the Recipient through the District's online grant portal. Recipient shall refer to the Advance Payment Guidelines for eligibility and requirements. After the initial advance payment of (*Jurisdictions are not eligible for advance payment.*), additional payments will be paid on a reimbursement basis only after submitting expense documentation demonstrating that up-front funds were expended for the allowable project costs in accordance with the work described in **Exhibit A**.

2.6 Recipient shall be required to provide the District with quarterly financial and project progress reports, and no more frequently than monthly, even if no activity has occurred, for the duration of the project. Grant funds are remitted to the Recipient on a reimbursement payment basis. Project progress reports must be submitted with each reimbursement request. Project progress and financial reports, along with the final narrative and financial summary reports shall be submitted through the District's online grant portal. The Recipient shall be required to submit to the District a final report which documents the Recipient's completion of the work in conformance with this Agreement within thirty (30) days after the completion of the work. The final report shall, among other things, summarize the project's successes and shall address the regional benefits accomplished by the work. The final report shall also identify any obstacles or challenges which were encountered during the work, along with general recommendations regarding ways to avoid such obstacles or challenges in the future. If requested, Recipient agrees to provide the District with additional financial or progress reports from time to time, at reasonable intervals.

2.7 Recipient's expenditures of grant funds shall be separately identified in the Recipient's accounting records. If requested, Recipient shall comply with other reasonable requests made by the District with respect to the manner in which project expenditures are tracked and accounted for in Recipient's accounting books and records. Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles and to meet the requirements of all applicable state and federal laws.

2.8 The District or its representative shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. Recipient shall cooperate with the District in any such audit.

2.9 Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established in the Revised Code of Washington and the Washington State Archivist.

2.10 Recipient shall ensure that all work performed by Recipient or its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and federal laws and regulations. Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.

2.11 Recipient agrees to indemnify, defend and hold harmless the District, its elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property allegedly resulting from the negligent or intentional acts of the Recipient or any of its employees, agents, contractors or subcontractors in connection with this Agreement to the maximum extent allowed by Washington State law.

2.12 Recipient shall procure and maintain for the duration of this Agreement commercial general liability insurance in amounts not less than \$1,000,000 per occurrence, or such other amounts as may be determined by the District to be acceptable and may be required to maintain automobile insurance if requested. Upon the District's request, Recipient shall provide the District a certificate of insurance evidencing the required insurance coverages.

2.13 Recipient agrees to acknowledge the District as a source of funding for this project by using the District's logo on all promotional materials, literature, websites, signage, press releases or events related to said project. Recipient agrees to provide to the District, at no charge, copies of all reports, articles, books or other documents that are produced or prepared in connection with the project funded in whole or in part by this Agreement.

2.14 Recipient shall notify the District if Recipient intends to sell, salvage, or otherwise dispose of any equipment purchased with grant funds. The proceeds received by Recipient from any sale, salvage or disposition, or the value of the equipment if proceeds were not received from any such action, must be: (a) re-invested back into the originally awarded project; (b) invested in a similar project with District approval; or (c) returned to the District.

2.15 Recipient shall notify the District if Recipient is required or intends to move equipment purchased with grant funds to another location. Recipient will ensure the equipment is in good working order and perform any necessary repairs or replacement of any broken components. If the equipment will be utilized on a different project than the one approved by this Agreement, District approval must be obtained so the District can ensure the project is similar to the project originally approved by the District.

2.16 Recipient agrees to work cooperatively with the District to ensure that funded equipment/infrastructure will be used and maintained consistent with the intended purpose of the grant award and specified project outcomes. Recipient is responsible for retaining and maintaining any equipment/infrastructure associated with funded projects for a period of one (1) year for every \$10,000 of value of equipment/infrastructure acquired using District grant funding. Recipient will provide photos of equipment/infrastructure use and maintenance on an annual basis by the first Monday of December each year during the time period when this provision is in effect. District staff will inspect equipment/infrastructure up to two (2) times during the time period when this provision is in effect to confirm compliance with this requirement.

2.17 The District’s obligation to Recipient is contingent upon satisfactory performance by Recipient of all of its obligations under this Agreement. In the event Recipient fails to perform any obligation required of Recipient under this Agreement, the District may refuse to pay any further funds under this Agreement and/or may elect to terminate this Agreement by giving written notice of termination to the Recipient which shall be given at least fifteen (15) business days prior to the effective date of termination. Further, in the event Recipient fails to commence work within the time period stated in **Exhibit A**, the District reserves the right to terminate this Agreement.

SECTION 3. GENERAL PROVISIONS

3.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.2 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.

3.3 No amendment to this Agreement shall be binding on any of the parties to this Agreement unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.

3.4 Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

3.5 If a dispute arises between District and Recipient, both parties mutually agree that they will attempt to resolve the issues through mutual negotiation. In the event that the parties are not able to reach an agreement through such negotiation, the parties agree to engage in mediation in order to resolve the dispute. Mediation may be requested by either party, and shall be attempted prior to commencing any lawsuit. The parties agree to share the costs of mediation equally. In the event that mediation is unsuccessful and either party finds it necessary to commence legal proceedings to resolve the dispute, all such legal proceedings may only be brought in the Superior Court of King County, Washington. The prevailing party in any dispute shall be entitled to recover its reasonable attorney’s fees, costs and expenses.

3.6 If any term, provision, condition or portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

DISTRICT:

RECIPIENT:

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Approved as to Form:

RECIPIENT'S ATTORNEY:

By _____

Name _____

ate _____

Exhibit A

Green Stormwater Solutions Pilot Project

Member Jurisdiction Grant Program (open to projects outside of Seattle)

Lake Forest Park

17425 Ballinger Way NE
Lake Forest Park, WA 98155

Chris Korwel

17425 Ballinger Way NE
Lake Forest Park, WA 98053

ckorwel@cityoffp.gov
O: 206-305-4966
M: 206-305-4966

Application Form

Summary Information

King Conservation District's Member Jurisdiction Grant Program

supports natural resource improvement projects in partnership with 35 Member Jurisdictions. Projects must address at least one of the natural resource improvement actions, which are, direct improvement, education and outreach, pilot and demonstration and capacity building projects. More detail about each of these actions can be found below in the grant application. Examples of projects funded by this grant program include, stormwater pollution education and outreach, water quality monitoring, promotion of local agriculture, youth environmental education, wetland enhancement, invasive weed removal, shoreline restoration and more.

Eligible applicants for the Member Jurisdiction Grant Program include cities, unincorporated King County, nonprofit organizations, Indigenous tribes and environmental consultants.

In addition to city-run projects, cities can choose to partner with a local nonprofit organization by designating the group as an applicant. Nonprofit organizations and other groups listed above can manage the grant requirements on behalf of the city. If doing so, the jurisdiction must issue a letter of authorization for the designated applicant nonprofit organization to apply for KCD funding. Partnering with a nonprofit or other organization is not a requirement of this program but an option available to all 35 Member Jurisdictions.

Eligible projects:

- Must be within the boundaries of the King Conservation District or meet certain partnering requirements
- Must be with, or through, a KCD Member Jurisdiction, or an assigned partner such as a nonprofit organization or business
- Must be consistent with purposes and requirements of RCW Chapter 89.08, encouraging voluntary stewardship
- Should leverage other funding opportunities (encouraged, not required)

Ineligible projects include:

- Projects located within the cities of Milton, Pacific, Skykomish, Enumclaw, and Federal Way
- Projects located in Seattle. *For more information about grant opportunities for Seattle projects click here.*
- Maintenance of existing facilities
- Improvements to non-natural areas of parks or existing recreational facilities

Applications are reviewed monthly by the grant subcommittee of the KCD Board of Supervisors. The grant subcommittee recommends applications to the KCD Board of Supervisors at their monthly meeting on the 2nd Monday of each month.

For questions about this grant program please contact Jessica Saavedra by phone (425) 773-9065 or email Jessica.Saavedra@kingcd.org.

Project Title*

Green Stormwater Solutions Pilot Project

Project Description - Short*

Provide a short, concise description of the project no more than two or three sentences.

This project will offer residents best management practices (BMPs) such as cisterns and rain gardens. These BMPs will improve the quality and quantity of stormwater entering waterways, repair natural hydrology, and promote conservation in LFP.

Principal Partners (if any)

Lake Forest Park Stewardship Foundation

Amount of KCD Funding Requested*

You will need to upload a detailed budget document before you submit your application. Please make sure the amount requested and total project cost amounts you list here match the amounts in the uploaded budget document.

\$112,000.00

Total Project Cost*

\$112,000.00

Total Matching Funds (optional)

\$4,175.00

Project Start Date*

07/01/2026

Project End Date*

12/31/2029

Close Date**Project Location***

Address, Parcel #, OR L&L Points, for site specific projects only.

If more than two locations, state "multiple" and explain.

Multiple project locations, between 10 and 20 in total, within Lake Forest Park city limits. Project locations will be residential properties not yet identified based on site suitability and application review. LFP will consider one project not on private property with public demonstration value.

Jurisdiction

If the applicant is not a city or jurisdiction, please type in the city or jurisdiction this project is located in.

Lake Forest Park

Is your project on public or private land?*

Private

State Legislative District #*

Click here to find it on the web. If your project resides in more than one district, type in the primary district or type in zero.

1

King County District #*

Click here to find it on the web. If your project resides in more than one district, type in the primary district or type in zero.

1

Narratives, Budget, & Attachments

Project Description - Detailed*

Provide a description of the project that summarizes what you will do, how you will do it, and why you will do it. Describe target audience, outcomes, objectives and general timelines.

Lake Forest Park (LFP) will plan, develop, and implement a Green Stormwater Infrastructure (GSI) pilot project over the next three to five years, working toward multiple objectives simultaneously. The primary goal of this project will be the implementation of stormwater BMPs throughout the city, and the subsequent water quality and quantity benefits provided by implementing these BMPs. The project will also promote resource conservation and engage residents in outreach and education activities to this end.

These BMPs will address water quantity and quality concerns affecting LFP. Water quantity issues will be improved in terms of how much stormwater leaves individual properties as runoff instead of infiltrating into the ground in a natural manner, mimicking pre-development hydrology conditions. Treating runoff onsite will reduce the burden on LFP's stormwater system. By disconnecting downspouts from LFP's MS4 or diverting water away from a city catch basin each individual project will help reduce the to total load from LFP's MS4 into waterbodies of the state. This diversion will be most useful during storm events, helping to

reduce the intensity of flashy flows in creeks and flooding events into the system. Floods have historically plagued the downstream areas in LFP, which are more intensely developed and have a high rate of impervious surfaces. Reducing flashy flows in creeks will also benefit salmonids and other species of fish, attenuating unfavorable stream conditions which cause redd scouring and wash juvenile fish from their rearing habitat. Water quality will also be positively impacted as projects will potentially reduce untreated roof runoff and control sheet flows that carry bacteria such as fecal coliform from pet or wild animal waste. Projects will also likely reduce total suspended solids (TSS), as some GSI BMPs are demonstrated to do, keeping these pollutants from surfaces such as yards, roofs, and driveways from leaving residential properties in untreated runoff.

Target Audience:

The target audience of this effort will be residents of Lake Forest Park with available space on their property where a GSI project, such as a rain garden, could be located. This target audience was chosen for multiple reasons. Single family residences constitute the largest land use type in the city, providing both ample potential project sites and opportunities to engage residents in this focused resource conservation initiative. GSI projects like rain gardens are ideally suited for single family residences with yards and are inherently low-tech and low-cost solutions to stormwater management, so installing a GSI BMP for an individual home is a direct and cost effective method to treat runoff onsite. Moreover, most of the housing stock in LFP was built decades ago and the existing stormwater management techniques in use are not in line with current best practices. Also, having a single property owner per project to enter into agreement with simplifies project management and maintenance processes.

LFP will engage the target audience in outreach and education activities to reach the widest audience possible. While program participants will receive the immediate benefits of each individual GSI BMP, the community as a whole will also indirectly feel the benefits of these projects. Disconnecting a home's downspouts from LFP's MS4 system permanently reduces water quantity which would contribute to flashy flows in creeks and flooding events. Many GSI BMPs contribute to groundwater recharge, which is what would happen to runoff under predevelopment conditions, and this also promotes healthy natural landscapes, drought resilience, and localized aquifer recharge. The groundwater which finds its way back to creeks and streams in the city will do so in a more gradual and controlled fashion, helping to buffer against low creek flows and warm water temperatures in the summer months, positively affecting stream health. Rainwater harvesting, one GSI BMP that LFP will be offering, stores would-be runoff in cisterns for use in gardens or yards during drier times, reducing the strain on municipal water supplies and the localized effects of drought conditions. Aside from contributing to groundwater recharge, rain gardens are filled with native plant species, which promote ecological health in many ways, including by providing pollinator habitat for a variety of species of wildlife. Educating resident's on these benefits will be one of the objectives of our project.

Objectives:

The overall objective of this program is to use Member Jurisdiction Grant funds to the maximum extent practicable to engage LFP residents in resource stewardship and conservation activities. Historically, little stormwater outreach and education work has been accomplished in our jurisdiction, so this pilot project would be a flagship effort by LFP to (1.) bring stormwater issues to the public's attention and (2.) use this opportunity to have a measurable impact on existing challenges related to stormwater management in LFP. This project will be a key opportunity to engage residents in stormwater outreach and education, specifically related to GSI and how it will positively affect LFP. Conducting community surveys, public meetings, and other outreach activities would be a planned action towards this objective. Engaging in program planning and design will be necessary to effectively execute this project and incorporating feedback from residents will be a key part of that. An early objective of this project will be (3.) successfully developing program requirements for resident participants and expectations for contractor(s) performing this work. Securing additional funding to support this work (funding which LFP has already applied for and are awaiting a response) would help us towards this end, but this will be an objective of the project regardless.

Outcomes:

Multiple outcomes are anticipated from this project. The most direct anticipated outcome would be the completion of up to 20 GSI projects (a minimum of 10), with each qualifying applicant receiving \$5,000 towards their project. But this outcome falls at one end of a spectrum of possibilities with the number of projects completed and the amount of funds awarded per project being flexible contingent on the resulting stormwater impacts. For example, it is possible we'll do 10 exceptional projects, each being awarded \$10,000 if the resulting projects are deemed to have the greater relative impact on local stormwater issues. Using the rain garden BMP as an example, if we completed 20 rain garden projects, each collecting runoff from a 1,000 square foot roof area, this would result in the removal of 12,460 gallons of runoff from the City's stormwater system during a 1 inch rain event. That's roughly 461,000 gallons of runoff annually. We estimate that treating roughly 461,000 gallons of runoff annually would be the upward limit for gallons of runoff that could be realistically treated in this pilot project. But neither completing 20 projects or treating 461,000 gallons of stormwater is an outcome goal in and of itself. The desired outcome is a formulaic balance of factors such as number of individual projects completed, type of projects selected, impervious area treated or replaced, and perceived benefits of each individual project to the water bodies in LFP. Installing the set of GSI BMPs that returns the best result through the lens of stormwater management and with the funds available is the desired outcome. The exact number of GSI projects will remain undetermined until this project nears the end of the application phase. Outcomes for community outreach and education are a high level of community engagement in this project resulting in heightened awareness of stormwater BMPs and a large pool of resident applications to review. These outcomes will be expressed through quantifiable goals, such as number of residents engaged through outreach, number of community events held, and number of project applications reviewed or site visits conducted.

Timeline:

LFP has established a rough timeline for this project which we continue to refine as new information emerges. In short, we anticipate to start project related work in 2026 and to finish this initial pilot project by 12/31/2029. BMP installation is anticipated to begin in 2027 and to conclude by October 2029 at the latest. It is most likely the 2026 project installation season will be too early for any groundwork. Instead, 2026 will be focused on project planning and development, including community outreach activities. In this case, BMPs would be installed during the 2027, 2028, & 2029 work seasons. Noting our stated goal of 10-20 GSI projects the schedule would be for between 3 and 7 projects a year for each of these three years. The largest unknown determinant of the project timeline is whether or not LFP is awarded additional grant funding from other sources to aid us in the planning and development steps of this program, which we have already applied for. If LFP is awarded this funding it would greatly expand our capacity to engage in planning a development activities to fully realize the potential of this program, helping us develop contract language, program expectations, and other project elements that could be easily replicable in case we're able to continue this project beyond the pilot phase. However, being afforded the opportunity to engage in a thorough planning process would delay the construction phase of this project, most likely by one year. This proposed timeline accounts for the possibility of an intentionally delayed rollout, not installing projects in 2026, which would be a worthwhile investment of time to create the best possible framework for this project. It is possible a quicker timeline will take place if LFP is not awarded additional funding, but we are optimistically planning for the slower, more well-planned-out timeline.

Project Activities and Measurable Results*

List specific project activities to be completed with KCD grant funds and the associated outcomes or measurable results, and timeline.

There will be a successive set of project activities associated with successfully implementing this project. They are, roughly in this order; project outreach and education, site assessment, collaborative project design, project installation, and project monitoring and maintenance.

Project outreach and education will be one of the first project activities to take place. One measurable result anticipated for this activity is at least one community event, which may be held virtually or in person. Outcomes associated with this event would be increased public awareness of the pilot project and GSI in general. Another outcome would be feedback from residents, which will in turn help inform how the pilot project is carried out. Measurable results will be the number of outreach activities held and/or participants attending each activity.

The site assessment project activity will consist of a desktop review, an application review, and project site review. Resident's applications will be reviewed for project feasibility and scored using a scoring matrix based on stormwater-centered criteria. Projects scoring highest during review will be prioritized for installation. During the application review city staff will perform a desktop review of the project site using GIS software as well as other city data and available records. Applicants that are selected to proceed or projects in consideration that need further examination before approval will be given a site visit by city staff. Site visits will be used to further define aspects of the project including size, location, and relationship to the city's MS4. A measurable result of the site assessment activity will be number of individual site visits performed, while another metric could be the number of projects approved after a site visit. An anticipated result of the site assessment project is 10-20 contracts signed with residents who have committed to participating in the program.

Collaborative Design is the project activity that results in a GSI project design. A project design will need to be pleasing to the homeowner, practical for the contractor to complete within the budget provided, and meets the project guidelines outlined by LFP. Ideally, the project planning work that takes place in 2026 will fully outline LFP's guidelines for participating residents and expectations for contractor(s) completing the installations. This would allow the resident and contractor to properly plan out each individual installation without LFP staff needing to be intimately involved in every project decision as it is made. The expected result of the collaborative design project activity would be a project design document that has been accepted by all parties involved. Another would be a project budget worksheet, submitted by the contractor and approved by LFP, demonstrating how the contractor will complete the work within budget.

Project Installation is the project activity type that will consume the largest amount of KCD funding. By the time an individual project advances to the installation phase a project application will have been reviewed and accepted, having made it past all review hurdles. The participating resident, LFP, and the contractor will have also agreed upon a project design and the related documentation will have been submitted to LFP. With all the preceding steps in place the installation work can begin and will likely take between one half and one whole work day for the contractor to complete. For an installation to be considered complete the work will be reviewed by LFP city staff and signed off by the participating resident before payment is made to the contractor. The result of each project installation activity will be one new GSI project installed. This will be verified through project closeout paperwork, meaning sign off by LFP and the resident and payment to the contractor.

Project maintenance and monitoring will be the final project activity type. These activities will ensure accountability for the resources allocated to each project, the continued survival of plants installed in GSI projects, and the functioning of the stormwater elements of each project. For at least the first year after installation, possibly the first two, LFP staff will perform in-person site visits to support monitoring and maintenance of installations. While staff will give advice to residents, the continued maintenance of installations will be the participant's responsibility. For continued years of monitoring LFP will ask participants to report back via email, including project photos, in a monitoring report. The measurable results for this project activity will be one post-installation site visit and a total of 5 years of monitoring reports.

Equity and Environmental Justice*

Describe how this project will advance objectives of equity and environmental justice. Have you or do you plan to engage local communities and BIPOC led community-based organizations in the selection, development, design and/or implementation of your project?

Engaging the local community, in this case Lake Forest Park residents, in the planning and development phases of this project is something LFP is going to do. We are planning to hold at least one community engagement event where we will be able to present basic information about the program. We will answer questions, receive feedback, and listen to concerns expressed by the community. To the extent practical we will incorporate this feedback into our project guidance documents. One element specifically we are considering how to address equitably is the financing of projects. LFP is considering a range of options for how to best use the available funds. Ideally, we will be able to use additional funds that LFP is pursuing to help us plan out the most equitable way to award projects and allocate funding. As it is currently, options range from awarding as much as \$10,000 per GSI project (thus, completing the 10 best pilot projects we can identify) to awarding \$5,000 per project and expecting participating homeowners to fully match the funding awarded through this pilot project. We are considering fully funding one high-ranking project application where the participant contributing to the cost of the project is considered prohibitive and burdensome. LFP will listen to comments from the all interested community members and this valuable feedback will inform project decision making.

Evaluation*

Describe how your organization plans to evaluate whether your project has met the desired outcomes and outputs. The appropriate evaluation tool depends on the nature of the project, but some examples include quantitative or qualitative pre-post surveys, environmental indicator monitoring, or other measurements of change. For assistance or questions related to evaluation, please contact Jessica Saavedra, by email Jessica.Saavedra@kingcd.org or phone (425) 773-9065.

Lake Forest Park will use the evaluation tools at our disposal to assess the success of these small-scale residential green stormwater infrastructure projects.

One clear evaluation method we will employ is the annual monitoring and maintenance of each GSI project for 5 years from the completion date of each project. Residents themselves will be expected to maintain and report on their projects for the first three years after installation, with another two years of project updates expected via email. This will help to ensure each project continues to function properly over the course of the established monitoring period. The data collected during each annual evaluation will help LFP determine the long term efficacy of each project. Specifically, rain gardens and other projects with vegetation components will be monitored to ensure the proper establishment and survival rate of plants in each project.

Another metric of evaluation will be the amount of impervious surface affected by the project. This could be impervious surface that is either replaced or redirected to a GSI BMP. This metric will be applicable to every project type, as each BMP that LFP is considering will result in either the direct removal or the collection for reuse of stormwater from these project sites. LFP will be able to tally totals reflecting the amount of impervious area replaced or treated by the various BMPs. For rain garden projects specifically, knowing the amount of impervious surface treated, the size of the rain garden, and the approximate annual rainfall will allow us to calculate an accurate estimate of the number of gallons of runoff treated by each individual project site.

Lake Forest Park is blessed to have a community volunteer group which actively monitors stream water quality. We can use this data to assess if the GSI projects have an impact on stream health that is detectable in the data they collect.

We will also review feedback from LFP residents as expressed in preliminary meetings and collected from surveys given to program participants post-installation. Provided this project continues on beyond the initial

KCD funding period this feedback will be used to reassess and refine our processes from application to installation.

Project Budget and Expenses*

Fill out and upload separate Application Budget Form also available on the KCD Member Jurisdiction Grant Program website. Budget must be detailed with footnotes, appropriate and reasonable, *meeting state auditor/GAAP guidelines*. Please do not use forms from previous applications. Please only upload the form linked above. Thank you!

Lake Forest Park KCD-Member-Jurisdiction-Grant-Program-Application-Budget-Form.xlsx

Member Jurisdiction Authorization Letter

If you are a nonprofit organization seeking Member Jurisdiction funding, you must upload written authorization from the Member Jurisdiction to apply for funding. This can be in the form of a letter or scanned copy of an email.

Additional Attachments

Upload any photos or maps of your project here. Only one file will be accepted. Please combine multiple files into one if possible.

Lake Forest Park KCD-Member-Jurisdiction-Grant-Program-Application-Budget-Form.pdf

Natural Resource Improvement Actions- Criteria Checklist

You must select at least one natural resource improvement action, otherwise your application is not eligible. However, please only select "yes" below the action that your project **directly** addresses.

Direct Improvement of Natural Resource Conditions*

To improve landscape and natural resource conditions as a result of direct action that enhances water quality, protects and conserves soils, implements ecosystem restoration and preservation projects (*examples include supporting private property owners with land stewardship, water quality, aquatic and wildlife habitat resources, removal of invasive weeds, stewardship on public land*)

Does your project directly address this issue?

Yes

Education and Outreach*

To raise awareness, deepen knowledge, and change behaviors of residents, landowners, and other land managers and organizations to practice exemplary stewardship of natural resources (*examples include education about stormwater management; the value of farmland, local farms and food systems, shorelines, salmon habitat, forests and other ecosystems*)

Does your project directly address this issue?

Yes

Pilot and Demonstration Projects*

To test and/or improve concepts and/or approaches in natural resource management that can be replicated by others (*examples include low impact development or green infrastructure demonstration projects, development of new best management practices, distribution of local farm products, urban agriculture (e.g. farmers markets and backyard food production to promote or support social economic independence and healthy living); technological innovation for natural resource conservation*)

Does your project directly address this issue?

Yes

Capacity Building*

To enhance the ability of organizations, agencies, residential landowners and other land owners and managers to have knowledge, skills, tools, support systems and technical resources to implement exemplary best management practices and deliver natural resource management actions on the ground (*examples include urban agriculture development, assistance to and inclusion of private property owners, preservation, restoration, and/or expansion of urban and/or rural agricultural lands, rural and urban forest lands, riparian restoration and stewardship on private and public lands*)

Does your project directly address this issue?

Yes

Project Type*

Education
Stormwater

KCD Acknowledgement and Signature

By signing below, the applicant agrees to acknowledge King Conservation District funding by placing the KCD-provided logo on signs, materials, and documents produced as part of the above proposal. In addition, the applicant will notify KCD of public events and activities funded by the KCD.

*

I have read the above paragraph about acknowledging KCD and I will use the provided logo.

Authorized Applicant Electronic Signature*

Please enter your full name to sign and agree to the above.

Christopher Thomas Korwel

Title

Stormwater Program Coordinator

Date*

11/26/2025

File Attachment Summary

Applicant File Uploads

- Lake Forest Park KCD-Member-Jurisdiction-Grant-Program-Application-Budget-Form.xlsx
- Lake Forest Park KCD-Member-Jurisdiction-Grant-Program-Application-Budget-Form.pdf



Member Jurisdiction Grant Program

Grant Application Project Budget Form
*Promoting sustainable uses of natural resources
 through responsible stewardship*

Project Name	Lake Forest Park Green Stormwater Solutions Pilot Project		
Applicant	City of Lake Forest Park		
Contact	Chris Korwel		
Mailing Address	17425 Ballinger Way NE, Lake Forest Park, WA 98155		
E-mail	ckorwel@cityoflfp.gov	Project Start Date:	7/1/2025
Phone	206-305-4966	Project End Date:	12/31/2029

Please provide detailed budget information below. Itemize categories such as supplies, contracted services with footnotes and detailed descriptions below

Budget Item	KCD Funds	Other Funds	Other Funds	Total
Salaries & Benefits	9,000.00			9,000.00
Travel/ Meals/ Mileage (for volunteers, staff)	100.00			100.00
Community meeting (venue, supplies, support, and facilitation)				-
Project Supplies	1,900.00			1,900.00
Contracted/ Professional Services	101,000.00			101,000.00
Permits				-
Promotional Materials				-
Other: Reserve fund for monitoring & maintenance needs (i.e. plant replacement)				-
TOTAL	112,000.00	-	-	112,000.00

Total Project Cost	112,000.00
Total Match	\$0
Amount of KCD Funding Requested	112,000.00
Match Percentage	0%

Footnotes:

- Salary explanation:* Stormwater Program Coordinator rate of \$56 per hour equals about 125 hours, or 25 hours each year for the 4 year life of the project (2026-2029).
- Plant replacement explanation:* \$3,000 set-aside for plant replacement during monitoring/maintenance phase to achieve 90% survival rate. May also be used for other project maintenance needs before 12/31/2029 or returned unused.
- Promotional materials explanation:* Budget to send mailers to residents, have advertisement materials designed professionally, or buy advertisement space in local print or vitural publications.
- Permit explanation:* Permit fees are expected to be waived for these city-sponsored projects, but if there are unexpected permitting situations needed to complete a project we will draw funds from another budget category, most likely the contracted/professional services budget allocated for that project.
- Contracted/Professional Services explanation:* Amount budgeted per project will be between \$5,000 & \$10,000. Number of projects will be between 10 & 20. Individual project expenses that exceed the budgeted amount will be the participant's responsibility.
- Match explanation:* Volunteer match has been calculated with the following assumptions:
Value of volunteer time (as of November 2025) = \$34.79 an hour
Minimum number of participating volunteers = 10
Minimum volunteer hours per project = 12 (spread over 3 years of maintenance)
MATCH AMOUNT COULD BE DOUBLED (8%) IF WE DO 20 PROJECTS



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date February 26, 2026

Originating Department Community Development

Contact Person Mark Hofman, Community Development Director

Title Resolution 26-2066/Authorizing the Mayor to Sign a Second Amendment and Extension to the Professional Services Agreement with SAFEbuilt Washington, LLC for Municipal Building Services Coverage

Legislative History

- First Presentation – February 26, 2026

Attachments:

1. Resolution 26-2066
2. Proposed Second Amendment to AG-24-056 – Professional Services Agreement with SAFEbuilt Washington, LLC for Municipal Building Services Coverage
3. Amendment No. 1 to AG-24-056 – Professional Services Agreement with SAFEbuilt Washington, LLC for Municipal Building Services Coverage, Dated November 18, 2024
4. AG-24-056 – Professional Services Agreement with SAFEbuilt Washington, LLC for Municipal Building Services Coverage

Executive Summary

The City of Lake Forest Park currently contracts with a consultant for municipal building services coverage to augment existing staff during vacancies in positions and times of heavy permitting demand. The current Professional Services Agreement, AG-24-056 (Attachment 4), with SAFEbuilt Washington, LLC is dated November 18, 2024, ran through December 31, 2025, and states a not to exceed amount of thirty-thousand dollars (\$30,000) for a specified scope of work and at specific rates and fee amounts. A First Amendment to this Agreement (Attachment 3), signed by the City on November 16, 2025, increased the total compensation to an amount not to exceed one-hundred twenty thousand dollars (\$120,000) and extended the Term of the Agreement to March 31, 2026. For the purposes stated below, the proposed Second Amendment (Attachment 2) extends the Term of Agreement to March 31, 2027, replaces Exhibits A and B with an updated schedule of fees for services, and requests an

additional compensation of one-hundred twenty thousand dollars (\$120,000) for the extended time period, increasing the not to exceed amount to \$240,000.

Background

The City of Lake Forest Park’s long-time Building Official retired in late 2024 and a recruitment to fill the vacancy was initiated. To assist city staff with building permit plans reviews, inspections, and technical building code information assistance for the duration of the vacancy, the city initially utilized an existing consultant (BHC Consultants) under contract with the city for many years. BHC served the community in a backup capacity prior to the Building Official’s retirement. On November 1, 2024, BHC notified the City in writing that they did not have the capacity in this area of service to adequately serve the city’s interim needs and gave 30-days’ notice to discontinue services.

During that 30-day notice period, staff conducted a regional search for available and qualified consultants that could perform the essential building services duties in a timely manner. Several firms were considered. Most of those firms were not specialists in broad municipal building services and could only perform a limited range of duties and workload. SAFEbuilt was identified and recommended as a well-qualified consultant in this region that could step in with the capacity in short notice to perform building services.

In August 2025, an in-house Building Official was hired and began building services work at the city. The Community Development Department initiated an electronic permit tracking and review system in July 2025 and continued to implement the program into 2026. The city’s Building Official was primarily focused on implementation of the electronic tracking and permit issuance process. The primary building services of permit inspections and plan reviews continued under SAFEbuilt to present. In January 2026, the city’s Building Official notified the city of retirement and left service as of January 30, 2026. The recruitment for a Building Official thus continues at the city and the need for interim municipal building services remains present. The plan review and inspection duties are an essential daily service provided by the city. The proposed compensation amendment and extension to the Agreement would ensure those core services will be provided until the vacancy is filled by a highly qualified and experienced candidate.

Fiscal & Policy Implications

Permit fees collected and existing budgeted salaries for vacant positions in the Community Development Department offset this expense for contracting with the consultant for building services.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> Adopt the Second Amendment to AG-24-056 for compensation and extension. 	Municipal building services will continue to be provided during the recruitment for Building Official.
<ul style="list-style-type: none"> Not Adopt the Second Amendment to AG-24-056 for compensation and extension. 	Municipal building services levels of service will lapse.

Staff Recommendation

Approve Resolution 26-2066 authorizing the Mayor to sign the amendment to avoid a lapse in levels of service.

RESOLUTION NO. 26-2066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A SECOND AMENDMENT AND EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT WITH SAFE BUILT WASHINGTON, LLC FOR MUNICIPAL BUILDING SERVICES COVERAGE

WHEREAS, municipal building services encompass building permit plan reviews, inspections, and assistance with technical building code information, constituting essential core duties provided daily by the City for the community; and

WHEREAS, the City of Lake Forest Park currently has a vacancy for the Building Official position, and the recruitment process remains active; and

WHEREAS, the City of Lake Forest Park currently contracts with a consultant for municipal building services to support existing staff during staff vacancies and periods of high permitting demand; and

WHEREAS, the current Professional Services Agreement, AG-24-056, with SAFEbuilt Washington LLC, is dated November 18, 2024, and runs through December 31, 2025; and

WHEREAS, on April 16, 2025, Parties instituted the First Amendment to the Agreement, amending: Section 2.A (Compensation) to increase the not exceed amount from thirty thousand dollars (\$30,000) to one hundred twenty thousand dollars (\$120,000) for a specified scope of work, with defined rates and fee amounts; and extended the term of the Agreement in Section 1 through March 31, 2026; and

WHEREAS, the Second Amendment to Professional Services Agreement AG-24-056 extends the Term of Agreement to March 31, 2027, increases compensation one hundred twenty thousand dollars \$120,000 for the extended period, increases the not exceed amount of compensation from one hundred twenty thousand dollars (\$120,000) to two hundred forty thousand dollars (\$240,000) for a specified scope of work, with defined rates and fee amounts, and replaces Exhibits A and B with an updated schedule of fees for services; and

WHEREAS, a proposed amendment for compensation, rates, and an extension of the Agreement's Term would ensure that core building services are provided until a highly qualified and experienced candidate fills the Building Official vacancy.

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

Section 1. AUTHORIZATION. The Mayor is hereby authorized to execute the second Amendment to AG-24-056, Professional Services Agreement with SAFEbuilt Washington, LLC, for continued municipal building services coverage, in substantially the same form as attached hereto as Exhibits A and B.

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 March, 2026.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 26-2066

**SECOND AMENDMENT OF
PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF LAKE FOREST PARK
AND SAFEbuilt WASHINGTON, LLC**

THIS SECOND AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT is made effective as of the date of the last signature below by and between City of Lake Forest Park, (City) and SAFEbuilt Washington, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). City and Consultant shall be jointly referred to as the "Parties".

RECITALS AND REPRESENTATIONS

WHEREAS, Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on November 18, 2024; and

WHEREAS, on April 16, 2025, Parties instituted First Amendment to the Agreement amended Section 2.A (Compensation) and extended the term of the Agreement in Section 1 through March 31, 2026; and

WHEREAS, pursuant to Section 1, changes to services that are mutually agreed upon between Parties shall be made in writing as a signed and fully executed amendment to the Agreement; and

WHEREAS, Parties hereto now desire to amend the Agreement as set forth herein.

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

1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. The Term of the Agreement is hereby extended for an additional one (1)-year period, through March 31, 2027.
3. Amend Section 2. Compensation. A. as follows:
The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed two hundred forty-thousand dollars (\$240,000) at the rates and fee amounts as shown on Exhibit B, Fee Schedule for Services, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.
4. Exhibit A and Exhibit B (List of Services and Fee Schedule for Services) to the Agreement are hereby replaced in their entirety with Exhibits A-1 and B-1 attached hereto and incorporated herein by reference.
5. All other conditions and terms of the original Agreement and First Amendment not specifically amended herein, shall remain in full force and effect.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt Washington, LLC

By: _____

Name: Matthew K. Causley

Title: Chief Operations Officer

Date: _____

City of Lake Forest Park

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A-1 LIST OF SERVICES

1. LIST OF SERVICES

As-Requested Building Official Services (on-call as needed)

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

As-Requested Building, Plumbing, Mechanical, Energy code Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliance inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

As-Requested Plan Review Services

- ✓ Provide plan review services electronically
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation

- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans, and related documents and submit electronically to Consultant

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Consultant representative(s) will be available by phone and email

Deliverables			
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Residential within	7 business days	5 business days or less
	✓ Tenant Improvements within	10 business days	7 business days or less
	✓ Commercial within (up to \$2M in valuation)	10 business days	7 business days or less
	✓ Commercial within (\$2M+ to \$5M in valuation)	15 business days	10 business days or less
	✓ Commercial within (\$5M+ in valuation)	21 business days	15 business days or less
✓ Stand-alone permits (plumbing & mechanical)	5 business days	5 business days or less	

EXHIBIT B –2 FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services <ul style="list-style-type: none"> • Building, Mechanical, Plumbing, Energy Code 	\$115.00 per hour- one (1) hour minimum**
Inspection services (eligible & optional/virtual) Inspection types utilized: <ul style="list-style-type: none"> • Water heater replacement • HVAC replacement • Re-roofs of residential projects • Minor corrections for previous on-site inspection • Residential Porches/Decks • Small Projects <ul style="list-style-type: none"> ✓ (fences that require building permit) ✓ (exterior remodels) ✓ (interior remodels) • Residential Rooftop Solar (photovoltaic) • Residential Gas Line Installations (<i>if allowed</i>) • Parking Shade Structures • Detached Storage Sheds <ul style="list-style-type: none"> ✓ (that requires a building permit) • Residential Addition/Alteration re-inspections • Follow-up Inspections for corrections (must verify with inspector or Building Official)	\$80 per inspection and/or type
Plan Review Services – Residential & Commercial: Initial plan review Up-to two (2) re-reviews	Residential & Commercial plan review 40% of city plan review fee with initial review and 2 re-reviews. ##

	<ul style="list-style-type: none"> • Then rate is \$120 per hr. w/ 1 hr. min. and also same hourly rate for changes to previously approved plans. • Projects with construction valuations of \$20k or less are at hourly plan review rate.
<p>Additional Plan Review Fee – Residential & Commercial:</p> <ul style="list-style-type: none"> • After initial & two (2) re-reviews • Projects with construction valuations of \$20k or less • Other Building Plan Reviews not listed or changes to previously approved plans. • Stand-alone mechanical or plumbing permits • Meetings of plans examiner outside of plan review % of fee plan review work. 	\$120.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	\$165.00 per hour – one (1) hour minimum
Fire Related/Fire Code (suppression, alarm, associated) Plan Review	\$165.00 per hour – one (1) hour minimum
Building Official Services (on-call as needed)	\$155.00 per hour- one (1) hour minimum
After Hours/Emergency Inspection Services	\$135.00 per hour – two (2) hour minimum**
<p>**Hourly inspection time tracked will include travel time from Consultant’s base location to Municipality or first inspection site up to 45 (0.45) minutes away. Time tracked will end when the inspector completes the last scheduled inspection and leaves Municipality or last inspection back to Consultant’s base location up to 45 (0.45) minutes away. Overall tracked time will also include all travel time between inspection sites, total roundtrip travel as described, and all administrative work related to inspection support.</p>	
<p>###Use the latest Building Valuation Data Sheet published by the International Code Council to determine the project valuation by the building official’s/consultant’s determination. When a specific building type or occupancy is not noted in the valuation table, the building official/consultant is authorized to use the classification type noted in the table that most closely resembles the proposed type of building or determine a valuation type independently. The building official/consultant is authorized to use a contractor’s bid price estimate in instances other than new construction, provided such bid estimate lists all materials and included labor cost, excluding sales tax, for such project.</p> <p>The footnotes of b, c, and d found in the Building Valuation Data Sheet published by the International Code Council are not considered as part project valuations determined.</p> <p>For all consultants plan review work the city’s plan review fee is presumed to be sixty-five percent of the city’s established and adopted building permit fee. The city’s plan review fee is a separate fee from the city’s building permit fee and is in addition to the building permit fee. Consultants plan review fee(s) as prescribed above are subject to city’s plan review fee as prescribed here.</p>	

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT
Agreement Title: Consultant Services with
SAFEbuilt Washington, LLC for Municipal Building Services Coverage**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **SAFEbuilt Washington, LLC**, a wholly owned subsidiary of SAFEbuilt, LLC, (the "Consultant"), a Washington corporation, dated this 18th day of November, 2024.

Consultant Business: SAFEbuilt Washington, LLC
Consultant Address: 444 N. Cleveland, Suite 444, Loveland, CO 80537
Consultant Phone: 425-213-2612
Contact Name: David Spencer
Consultant e-mail: dspencer@safebuilt.com
Federal Employee ID No.: 81-0927666
Authorized City Representative Mark Hofman, AICP, Community Development
for this contract: Director

WHEREAS, the City desires to contract with a consultant for municipal building services coverage to augment existing city staff during vacancies in positions and times of heavy permitting demand; and

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

WHEREAS, the City finds that SAFEbuilt Washington, LLC is qualified and experienced in building services for local governments, including plan review; permit inspections; and assistance with building official interpretations and implementation of applicable building codes.

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

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

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

The project manager(s) of the Work shall be David Spencer and/or Bobby Thomas & Amber Green. The project manager(s) shall not be replaced without the prior written consent of the City.

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 31, 2025, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure

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

2. Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed **thirty-thousand dollars (\$ 30,000.00)** at the rates and fee amounts as shown on Exhibit B, Fee Schedule for Services, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

B. Consultant shall be paid in such amounts and in such manner as described in Exhibit B.

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

3. Request for Payment.

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

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

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk. For the avoidance of doubt, nothing in this Agreement shall be understood to grant City rights to pre-existing intellectual property of Consultant, including Consultant software and licensed software, or to any improvements thereto.

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, which consent shall not be unreasonably delayed or withheld.

7. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all third party claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or in connection with the intentionally wrongful or negligent performance of this Agreement by Consultant or any party for which it is legally responsible, except for injuries and damages caused by the sole or active negligence of the City. Consultant's obligations under this Agreement are contingent upon timely receipt of notice of the claim for which indemnification is sought, such that defense of the claim is not prejudiced, and the reasonable assistance of the indemnitee in connection with the defense of the claim.

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

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

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
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 \$2,000,000 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 Public Entity may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

I. Public Entity Full Availability of Consultant Limits.

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

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

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

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

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

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

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

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

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

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

18. Notices.

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

City of Lake Forest Park
Attn: Mark Hofman, AICP, Community Development Director
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

SAFEbuilt Washington, LLC
444 North Cleveland Avenue, Suite 444
Loveland, Colorado, 80537
Attn: Matt Causley, VP Professional Services

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

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

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

<p>CITY OF LAKE FOREST PARK WASHINGTON</p> <p>By: <u>Thomas French</u> <small>Thomas French (Nov 21, 2024 12:52 PST)</small> Thomas French, Mayor</p> <p>Date: <u>11/21/2024</u></p>	<p>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</p> <p>SAFEbuilt WASHINGTON, LLC</p> <p>By: <u>Matt Causley</u> <small>Matt Causley (Nov 19, 2024 15:33 CST)</small></p> <p>Typed/Printed Name: <u>Matt Causley</u></p> <p>Its <u>Chief Operations Officer</u></p> <p>Date: <u>11/19/2024</u></p>
<p>ATTEST:</p> <p><u>Matthew McLean</u> Matthew McLean, City Clerk</p> <p>Date: <u>11/21/2024</u></p>	
<p>APPROVED AS TO FORM:</p> <p><u>Kim Adams Pratt</u> <small>Kim Adams Pratt (Nov 18, 2024 14:52 PST)</small> Kim Adams Pratt, City Attorney</p> <p>Date: <u>11/18/2024</u></p>	

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

As-Requested Building Official Services (on-call as needed)

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

As-Requested Building, Plumbing, Mechanical, Energy code Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer’s experience.
- ✓ Perform code compliance inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

As-Requested Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans, and related documents submit electronically to Consultant

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Consultant representative(s) will be available by phone and email

Deliverables			
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
✓ Residential within	7 business days	5 business days or less	
✓ Tenant Improvements within	10 business days	7 business days or less	
✓ Commercial within (up to \$2M in valuation)	10 business days	7 business days or less	
✓ Commercial within (\$2M+ to \$5M in valuation)	15 business days	10 business days or less	
✓ Commercial within (\$5M+ in valuation)	21 business days	15 business days	
✓ Stand-alone permits (plumbing & mechanical)	5 business Days	5 business Days	

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, 2026 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services <ul style="list-style-type: none"> • Building, Mechanical, Plumbing, Energy Code 	\$110.00 per hour- one (1) hour minimum**
Plan Review Services – Residential & Commercial: Initial plan review Up-to two (2) re-reviews	Residential & Commercial plan review 37% of city plan review fee with initial review and 2 re-reviews. Then rate is \$115 per hr. w/ 1 hr. min. and also same hourly rate for changes to previously approved plans.
Additional Plan Review Fee – Residential & Commercial: <ul style="list-style-type: none"> • After two (2) re-reviews • Other Building Plan Reviews not listed or changes to previously approved plans. • Stand-alone mechanical or plumbing permits • Meetings of plans examiner outside of plan review % of fee plan review work. 	\$115.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	\$165.00 per hour – one (1) hour minimum
Fire Related/Fire Code (suppression, alarm, associated) Plan Review	\$165.00 per hour – one (1) hour minimum
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**Hourly inspection time tracked will include travel time from Consultant’s base location to Municipality or first inspection site up to ½ (0.5) hour away. Time tracked will end when the inspector completes the last scheduled inspection and leaves Municipality or last inspection back to Consultant’s base location up to ½ (0.5) hour away. Overall time tracked will also include all travel time between inspection sites, total roundtrip travel as described, and all administrative work related to inspection support.	

SAFEbuilt-LFP Municipal Building Services PSA AG-24-056

Final Audit Report

2024-11-21

Created:	2024-11-18
By:	Jessica Halterman (jhalterman@cityofffp.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdwS7eAUhPH8TN1qXMqCYFYHYeRuj-ITI

"SAFEbuilt-LFP Municipal Building Services PSA AG-24-056" History

-  Document created by Jessica Halterman (jhalterman@cityofffp.gov)
2024-11-18 - 9:56:16 PM GMT
-  Document emailed to Kim Adams Pratt (kim@madronalaw.com) for signature
2024-11-18 - 9:56:23 PM GMT
-  Email viewed by Kim Adams Pratt (kim@madronalaw.com)
2024-11-18 - 10:50:23 PM GMT
-  Document e-signed by Kim Adams Pratt (kim@madronalaw.com)
Signature Date: 2024-11-18 - 10:52:01 PM GMT - Time Source: server
-  Document emailed to Matt Causley (matt@mtcinspectors.com) for signature
2024-11-18 - 10:52:02 PM GMT
-  Email viewed by Matt Causley (matt@mtcinspectors.com)
2024-11-19 - 7:49:41 PM GMT
-  Document e-signed by Matt Causley (matt@mtcinspectors.com)
Signature Date: 2024-11-19 - 9:33:24 PM GMT - Time Source: server
-  Document emailed to Thomas French (tfrench@cityofffp.gov) for signature
2024-11-19 - 9:33:26 PM GMT
-  Email viewed by Thomas French (tfrench@cityofffp.gov)
2024-11-21 - 8:51:50 PM GMT
-  Document e-signed by Thomas French (tfrench@cityofffp.gov)
Signature Date: 2024-11-21 - 8:52:15 PM GMT - Time Source: server

 Document emailed to Matt McLean (mmclean@ci.lake-forest-park.wa.us) for signature
2024-11-21 - 8:52:16 PM GMT

 Email viewed by Matt McLean (mmclean@ci.lake-forest-park.wa.us)
2024-11-21 - 8:57:34 PM GMT

 Document e-signed by Matt McLean (mmclean@ci.lake-forest-park.wa.us)
Signature Date: 2024-11-21 - 8:57:48 PM GMT - Time Source: server

 Agreement completed.
2024-11-21 - 8:57:48 PM GMT

Amendment No. 1 to the
Professional Services Agreement between the
City of Lake Forest Park and SAFEbuilt Washington, LLC
Dated November 18, 2024

This First Amendment to the Professional Services Agreement between the City of Lake Forest Park and SAFEbuilt Washington, LLC, AG-24-056 (hereafter the "Agreement"), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 1 of the Agreement.

- 1. Section 2.A of the Agreement is hereby amended as follows:

Compensation

The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed one hundred twenty thousand dollars (\$120,000) at the rates and fee amounts as shown on Exhibit B, Fee Schedule for Services, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

- 2. Extending the term of the Agreement in Section 1:

The term of the Agreement shall be extended to March 31, 2026.

All other terms and conditions remain as provided in the original Agreement.

CITY OF LAKE FOREST PARK

SAFEBUILT WASHINGTON, LLC

Signed: Thomas French
Thomas French (Apr 16, 2025 13:14 PDT)

Signed: Matt Causley
Matt Causley (Apr 14, 2025 19:47 EDT)

Printed Name: Thomas French

Printed Name: Matt Causley

Title: Mayor

Title: Chief Operations Officer

Dated: 04/16/2025

Dated: 04/14/2025

AG-24-056 SAFEBuilt Amend. No. 1

Final Audit Report

2025-04-16

Created:	2025-04-11
By:	Jessica Halterman (jhalterman@cityoffp.gov)
Status:	Signed
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CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date February 26, 2026

Originating Department Police Department

Contact Person Mike Harden, Police Chief

Title Resolution 26-2067/Revival of the Police Department Motors Unit, purchase of a traffic enforcement police motorcycle and training of one motor officer.

Legislative History

- First Presentation February 26, 2026 - Regular Meeting

Attachments:

1. Resolution 26-2067 Authorizing Purchase of One Traffic Enforcement Police Motorcycle, Establishing an Assignment of One Motor Officer at LFPPD, Authorizing Purchase of Motors Equipment, and Authorizing the Expense for Basic Training
2. Quotation BMW Motorcycles Seattle

Executive Summary

Adopt a resolution authorizing the purchase of a traffic enforcement police motorcycle, additional enforcement equipment and protective clothing, as well as providing funding for officer training in an aggregate amount not to exceed \$50,000 and authorizing 5% pay increase (CBA rules) for the motor officer assignment, funded entirely from Traffic fund (002).

Background

Police motor units offer significant advantages over traditional patrol cars, including enhanced maneuverability in traffic, faster emergency response times, and the ability to access confined or off-road areas.

- *Improved Traffic Management & Enforcement:* Motor officers can easily navigate through gridlock to reach accident scenes and are highly effective at enforcing traffic laws, such as speeding, due to their ability to blend in and quickly turn around.

- *Operational Efficiency & Access:* Motorcycles are more fuel-efficient and can access areas that standard patrol cars cannot, including narrow streets, sidewalks, and off-road terrain, e.g. the Burke Gilman trail, Horizon View Park, and the parks around schools.
- *Faster Response Times:* Due to superior maneuverability in high-density or congested areas, these units often arrive at calls faster than patrol cars.
- *Community Policing Tool:* Officers on motorcycles are often more approachable, creating better, more positive interactions with the public. Great for community events and outreach.
- *Visual Deterrent:* The public is aware that traffic motorcycle officers' job is writing tickets. That awareness leads to less traffic violations when a motors unit is seen, and when pulled over, the expectation of a ticket is much more likely.

The City of Lake Forest Park operated a traffic motorcycle unit from 2002 through 2018, spanning approximately 15 years and staffed by three dedicated motor officers during that period: Officer Kokesh (May 2002–January 2005), Officer Huston (June 2005–September 2012), and Officer Wingrove (November 2013–May 2018).

Following 2018, no eligible officer was available to assume the motorcycle assignment. Just under two years later, the pandemic significantly impacted department operations, resulting in the suspension of both the Traffic and K-9 assignments due to staffing constraints and operational priorities.

This request does not seek authorization for an additional police officer FTE (full-time employee). An existing patrol officer would be assigned to the motorcycle unit. Patrol coverage would be maintained, with the added benefit of dedicated traffic enforcement. Motorcycle operations would be seasonal and weather-dependent; during non-riding periods, the officer would continue regular patrol duties.

The department would purchase a BMW police motorcycle which is the industry standard. BMW police motorcycles are purpose-built law enforcement platforms offering superior stability, integrated safety technology, officer ergonomics, and electrical capacity for modern policing equipment. Their design enhances officer safety, operational efficiency, and long-term fleet reliability, making them a leading industry standard for traffic enforcement units.

1. Built Specifically for Law Enforcement.

The RT-P is not just a civilian bike with lights added. It's factory-designed for police use — including integrated emergency lighting, radio wiring harnesses, reinforced charging systems, and switchgear laid out for one-handed operation while riding.

2. Superior Handling & Balance.

BMW's boxer engine design keeps the center of gravity low. That translates to exceptional stability at both high speeds and during low-speed maneuvering — critical for escorts, parades, congestion enforcement, and urban traffic work. Officers consistently report better balance during slow-speed cone courses compared to heavier alternatives.

3. Officer Ergonomics & Fatigue Reduction.

Traffic motors aren't short rides, they're full shifts in the saddle. The riding position, wind protection, heated grips/seat, and adjustable controls reduce fatigue and improve long-term comfort. Less fatigue equals better decision-making and safer operation.

4. Advanced Safety Technology - Modern BMW police motorcycles include:

- ABS Pro (cornering ABS)
- Traction control
- Dynamic stability systems
- Engine braking control

5. Performance.

The 1250cc engine provides strong torque for rapid acceleration when merging into traffic or initiating enforcement. It's smooth, predictable, and built for sustained highway speeds.

6. Electrical Capacity for Equipment.

Traffic units carry radar, radios, in-car video integration, emergency lighting, and MDT connectivity. BMW's upgraded alternator output is designed to support law-enforcement electrical loads without reliability issues.

7. Resale & Lifecycle Value.

Despite a higher upfront cost, BMW police motors often retain strong resale value and demonstrate long service life, helping offset total cost of ownership.

Included in the purchase of the police outfitted motorcycle, would be the required protective equipment necessary to safely deploy a motor officer. Motorcycle assignments expose officers to increased roadway risk, making specialized safety gear essential. Standard protective equipment includes a DOT-approved motorcycle helmet, armored riding jacket and pants, reinforced gloves, over-the-ankle riding boots, high-visibility outerwear, and body armor designed for motorcycle use. These items are purpose-built to reduce injury severity in the event of a crash while ensuring visibility and operational readiness. Providing proper protective equipment aligns with best practices for officer safety, risk management, and professional traffic-enforcement operations.

With the department's traffic units now rebuilt and stabilized, reinstating the motorcycle assignment would directly support the City's strong and ongoing emphasis on traffic safety. Given the ever-increasing commuter traffic traveling between the east and west sides of Lake Washington through Lake Forest Park city limits, a motorcycle unit would serve as an effective enforcement tool and a valuable force multiplier in a variety of response scenarios.

Reestablishing motorcycle enforcement (and potentially bicycle enforcement in the future) demonstrates the City's commitment to traffic safety and reinforces the Police Department's role in protecting the community.

Funding Source:

Total Cost: Not to exceed \$50,000 plus 5% salary increase for the traffic assignment established by the collective bargaining agreement (CBA).

The 5% salary increase is not included in the adopted 2025-2026 biennial budget. This will require a budget amendment, billing the additional pay to the Traffic Safety Fund 002.

Funding Source: Traffic fund (002)

City General Fund Impact: None

Alternatives

Options	Results
<ul style="list-style-type: none">• Authorize the purchases, training and pay raise.	City will make the purchases and reestablish motorcycle enforcement.
<ul style="list-style-type: none">• Do not authorize the purchases, training and pay raise.	City will not move forward with purchases or reestablishing motorcycle enforcement.

Staff Recommendation:

Review and provide staff with any questions about reestablishing motorcycle enforcement in the City.

RESOLUTION NO. 26-2067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE CHIEF OF POLICE TO REESTABLISH THE POSITION OF ONE MOTOR OFFICER AT LFPPD; FUND THE PAY INCREASE; AND PURCHASE ONE TRAFFIC ENFORCEMENT POLICE MOTORCYCLE, ADDITIONAL ENFORCEMENT EQUIPMENT, PROTECTIVE CLOTHING, AND MOTOR OFFICER'S BASIC TRAINING.

WHEREAS, the City of Lake Forest Park Police Department has had a motorcycle traffic officer from 2002 to 2018; and

WHEREAS, the City of Lake Forest Park Police Department from 2018 to 2025, there were no trained motorcycle officers, no police service motorcycle, and no staff position designated for such service; and

WHEREAS, in 2026 we have staff that are eligible to be trained in the motorcycle traffic unit; and

WHEREAS, the City of Lake Forest Park desires to re-establish a Police Motors Unit with one current police officer operating one police motorcycle in the service of enforcing traffic laws; and

WHEREAS, the funding for this unit to be from the "002" traffic safety fund not to exceed \$50,000 in equipment fees; and

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

Section 1. AUTHORIZATION. The City Council authorizes the Chief of Police to assign an existing patrol officer the position of traffic motor officer at Lake Forest Park PD with an increase in pay; and purchase one traffic enforcement police motorcycle, additional police equipment for use with the motorcycle, protective clothing, and basic motor training. All equipment items purchased shall not exceed \$50,000. The equipment purchase and pay raise shall be paid for from the 002 Traffic Safety Fund.

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, resolution numbering, section/subsection numbers, and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 26th day of February 2026.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 26-2067

BMW RT-P Motor Pricing Form - Page 2

See Special Notation Comment



Quotation for:
City of Lake Forrest Park

Per	Dealer Installed Options / Retrofits	BMW P/N	Order #	Retail	Total Retail
0	Shift Assistant Pro (hardware)	23 00 1 543 107	0	\$95.73	\$0.00
0	Screw Torx drive (order two)	07 12 9 904 977	0	\$2.46	\$0.00
0	Enabling Code	77 15 8 395 839	0	\$45.00	\$0.00
0	LED Additional Headlight (order 2)	63 17 9 898 785	0	\$183.65	\$0.00
0	Fillister Head Screw (order 2)	07 12 9 907 398	0	\$3.36	\$0.00
0	Fillister Head Screw (order 2)	07 12 9 907 377	0	\$9.36	\$0.00
0	Hex Nut With Plate (order 2)	07 11 9 905 544	0	\$1.11	\$0.00
0	Bracket, Left (order 1)	77 51 5 A89 145	0	\$97.51	\$0.00
0	Bracket, Right (order 1)	77 51 5 A89 146	0	\$97.51	\$0.00
1	Extra Ignition Key - Keyless Fob Transmitter	66 12 5 A94 F18	1	\$454.69	\$454.69
0	Heated Seat - Low TBD	52 53 5 A78 7B8	0	\$740.82	\$0.00
0	Heated Seat - High TBD	52 53 5 A78 7C0	0	\$740.82	\$0.00
1	Tire Pressure Gauge	82 12 0 140 377	1	\$32.12	\$32.12
1	BMW Battery Charger	61 43 2 408 594	0	\$134.24	\$134.24
0	Motorcycle Charging Plug	61 43 2 411 680	0	\$22.64	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.
 Final price is always determined by the selling authorized BMW Motorcycle dealer.

Additional Accessories - Page 3

Qty	Item Description	BMW P/N	Order #	Retail	Total Retail
Per	Additional Accessories				
Engine Protection					
1	Rocker Cover Protection Left Side (order 1)	77 14 5 A6E 645	1	\$81.53	\$81.53
1	Rocker Cover Protection Right Side (order 1)	77 14 5 A6E 646	1	\$81.53	\$81.53
4	Body Screw W/O collar (order 4)	46 63 8 568 780	4	\$5.80	\$23.20
4	Body Screw W/collar (order 4)	46 63 8 550 994	4	\$6.59	\$26.35
1	Gromet (order 4)	11 84 5 B38 938	1	\$4.06	\$4.06
1	Bush (order 1)	11 84 8 544 832	1	\$7.06	\$7.06
1	Large Skid Plate (order 1)	11 84 7 914 425	1	\$342.42	\$342.42
2	Fillister Head Screws (order 2)	07 12 9 907 402	2	\$3.08	\$6.16
1	Engine Guard Holder (order 1)	11 84 8 829 202	1	\$27.18	\$27.18
1	Skid Plate Holder Front (order 1)	11 84 5 A64 A34	1	\$40.68	\$40.68
1	Skid Plate Holder Rear (order 1)	11 84 5 A64 A35	1	\$40.68	\$40.68
4	Fillister Head Screw (order 4)	07 12 9 907 383	4	\$3.60	\$14.40
2	Spacer Bush (order 2)	11 84 5 A6A 026	2	\$4.80	\$9.60
4	Clip Nut (order 4)	07 14 7 693 887	4	\$3.61	\$14.45
4	Grommet (order 4)	13 53 1 341 283	4	\$4.15	\$16.61
4	Bush (order 4)	11 84 8 544 832	4	\$7.06	\$28.24
Adjustable Footrest System					
0	Rider Foot Peg Left	46 71 5 A73 D11	0	\$75.20	\$0.00
0	Rider Foot Peg Right	47 71 5 A73 D12	0	\$75.20	\$0.00
0	Footbrake Lever, adjustable	77 23 5 A73 F61	0	\$219.20	\$0.00
0	Gearshift Lever, adjustable	77 25 5 A73 C87	0	\$219.20	\$0.00
0	Pin (order 2)	46 717 675 691	0	\$18.21	\$0.00
0	Circlip (order 2)	07 11 9 909 941	0	\$2.76	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.
Final price is always determined by the selling authorized BMW Motorcycle dealer.

RESOLUTION NO. 26-2061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, REAFFIRMING THE CITY OF LAKE FOREST PARK'S COMMITMENT TO COMMUNITY POLICING, DE-ESCALATION, AND THE PROTECTION OF CONSTITUTIONAL RIGHTS.

WHEREAS, Renee Nicole Good ~~and Alex Pretti were~~ was shot and killed ~~on in January, 2026~~ January 7, 2026 ~~during an encounter with~~ by federal immigration agents while attending ~~a protest~~ s in ~~Minneapolis~~, Minnesota; and

WHEREAS, ~~Alex Pretti was shot and killed on January 24, 2026 during an encounter with federal immigration agents while attending a protest in Minneapolis, Minnesota; and Luis Gustavo Núñez Cáceres, Geraldo Lunas Campos, Víctor Manuel Díaz, Parady La, Luis Beltrán Yáñez-Cruz, Heber Sánchez Domínguez, and Lorth Sim all died in ICE custody in 2026; and~~

WHEREAS, since January ~~2025~~ 2026, federal immigration agents have been involved in ~~caused at least six other fatalities~~, dozens of shootings, and numerous injuries, and have been accused of using deadly force and detaining individuals exercising their legal rights to assemble and protest; and

WHEREAS, federal immigration agents have detained hundreds of US citizens in recent months, often without charges or with charges dismissed by courts; and

WHEREAS, Resolution 1606 proclaims the City of Lake Forest Park a welcoming, inclusive, and safe community, and affirms the City's commitment to protecting civil rights and fostering trust between residents and law enforcement; and

WHEREAS, the United States Constitution guarantees "the right of the people peaceably to assemble, and to petition the government for a redress of grievances," and that right includes the ability to protest unjust practices; and

WHEREAS, the City of Lake Forest Park and its police department are committed to community policing; and

WHEREAS, excessive force, abuse, or improper conduct by federal agents purporting to enforce the nation's laws threatens the trust that underpins the effectiveness of community policing and the lives, rights, and liberties of our community; and

WHEREAS, the City of Lake Forest Park Police Department’s top value is “the sanctity of all life,” and the Law Enforcement Code of Ethics states that the “fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the constitutional rights of all to liberty, equality and justice”; and

WHEREAS, the Lake Forest Park Police Department directive 2025-003 states that “when LFPPD officers respond to incidents where authentic armed federal agents may be involved, it is critical for LFPPD officers to safely self-identify and simultaneously confirm the identity of any law enforcement personnel from other agencies involved”; and

WHEREAS, RCW 10.120.020 requires law enforcement in the State of Washington to “use reasonable care when determining whether to use physical force or deadly force and when using any physical force or deadly force against another person,” to “when possible, use all de-escalation tactics that are available and appropriate under the circumstances before using physical force,” and to “use the least amount of physical force necessary to overcome resistance under the circumstances”; and

WHEREAS, the people of Lake Forest Park take pride in our tradition of nonviolent protest.

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

Section 1. The City Council declares its solidarity with the people of Minneapolis and sympathies to the families and friends of Renee Nicole Good, Alex Pretti, Luis Gustavo Núñez Cáceres, Geraldo Lunas Campos, Víctor Manuel Díaz, Parady La, Luis Beltrán Yáñez–Cruz, Heber Sánchez Domínguez, and Lorth Sim and all those otherwise harmed by federal immigration agents.

~~as they mourn the deaths of Renee Nicole Good, Alex Pretti, and others killed or otherwise harmed by federal immigration agents.~~

~~Section 2. The City Council declares its sympathies to the families and friends of Renee Nicole Good and Alex Pretti.~~

Section 32. The City Council reaffirms ~~that~~ the following policies of the Lake Forest Park Police Department:

A. The Lake Forest Park Police Department –emphasizes de-escalation and community policing and supports residents peacefully exercising their constitutional rights to assemble, and to observe and/or document law enforcement.

~~B. Further, the City Council reaffirms that~~ Lake Forest Park Police Department personnel will, ~~do the following~~ if possible: confirm the identity of federal law

enforcement agents and; act to prevent impersonation of legitimate law enforcement officers.

~~C. Lake Forest Park Police Department personnel will and facilitate or~~ render necessary medical aid if safe to do so

~~D. Lake Forest Park Police Department personnel should will activate their vehicle and body cameras during when responding to all calls for service, consistent with Department policy. and retain these recordings in case further review is needed.~~

Section 43. The City Council requests that the Mayor evaluate the potential to prohibit civil federal immigration authorities from using property that is City owned and controlled for civil immigration enforcement activities such as staging and detention. These properties include, but are not limited to, City parks, parking lots, vacant lots, or storage facilities. Further, federal immigration authorities are not permitted to enter the non-public portions of City properties without a judicial warrant.

~~Section 54. Nothing in this resolution is intended to regulate or direct federal law enforcement agencies performing lawful operations within their federal duties.~~

Section 65. 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, resolution numbering, section/subsection numbers, and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 2612th day of February 2026.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 26-2061

RESOLUTION NO. 26-2061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, REAFFIRMING THE CITY OF LAKE FOREST PARK'S COMMITMENT TO COMMUNITY POLICING, DE-ESCALATION, AND THE PROTECTION OF CONSTITUTIONAL RIGHTS.

WHEREAS, Renee Nicole Good and Alex Pretti were shot and killed in January 2026 by federal immigration agents while attending protests in Minnesota; and

WHEREAS, Luis Gustavo Núñez Cáceres, Geraldo Lunas Campos, Víctor Manuel Díaz, Parady La, Luis Beltrán Yáñez–Cruz, Heber Sánchez Domínguez, and Lorth Sim all died in ICE custody in 2026; and

WHEREAS, since January 2026, federal immigration agents have been involved in dozens of shootings and numerous injuries, and have been accused of using deadly force and detaining individuals exercising their legal rights to assemble and protest; and

WHEREAS, federal immigration agents have detained hundreds of US citizens in recent months, often without charges or with charges dismissed by courts; and

WHEREAS, Resolution 1606 proclaims the City of Lake Forest Park a welcoming, inclusive, and safe community, and affirms the City's commitment to protecting civil rights and fostering trust between residents and law enforcement; and

WHEREAS, the United States Constitution guarantees “the right of the people peaceably to assemble, and to petition the government for a redress of grievances,” and that right includes the ability to protest unjust practices; and

WHEREAS, the City of Lake Forest Park and its police department are committed to community policing; and

WHEREAS, excessive force, abuse, or improper conduct by federal agents purporting to enforce the nation's laws threatens the trust that underpins the effectiveness of community policing and the lives, rights, and liberties of our community; and

WHEREAS, the City of Lake Forest Park Police Department's top value is “the sanctity of all life,” and the Law Enforcement Code of Ethics states that the “fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the

peaceful against violence or disorder; and to respect the constitutional rights of all to liberty, equality and justice”; and

WHEREAS, the Lake Forest Park Police Department directive 2025-003 states that “when LFPPD officers respond to incidents where authentic armed federal agents may be involved, it is critical for LFPPD officers to safely self-identify and simultaneously confirm the identity of any law enforcement personnel from other agencies involved”; and

WHEREAS, RCW 10.120.020 requires law enforcement in the State of Washington to “use reasonable care when determining whether to use physical force or deadly force and when using any physical force or deadly force against another person,” to “when possible, use all de-escalation tactics that are available and appropriate under the circumstances before using physical force,” and to “use the least amount of physical force necessary to overcome resistance under the circumstances”; and

WHEREAS, the people of Lake Forest Park take pride in our tradition of nonviolent protest.

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

Section 1. The City Council declares its solidarity with the people of Minneapolis and sympathies to the families and friends of Renee Nicole Good, Alex Pretti, Luis Gustavo Núñez Cáceres, Geraldo Lunas Campos, Víctor Manuel Díaz, Parady La, Luis Beltrán Yáñez–Cruz, Heber Sánchez Domínguez, and Lorth Sim and all those otherwise harmed by federal immigration agents.

Section 2. The City Council reaffirms the following policies of the Lake Forest Park Police Department:

- A. The Lake Forest Park Police Department emphasizes de-escalation and community policing and supports residents peacefully exercising their constitutional rights to assemble, and to observe and/or document law enforcement.
- B. Lake Forest Park Police Department personnel will, if possible, confirm the identity of federal law enforcement agents and act to prevent impersonation of legitimate law enforcement officers.
- C. Lake Forest Park Police Department personnel will facilitate or render necessary medical aid if safe to do so
- D. Lake Forest Park Police Department personnel should activate their body cameras during calls for service, consistent with Department policy.

Section 3. The City Council requests that the Mayor evaluate the potential to prohibit civil federal immigration authorities from using property that is City owned and controlled for civil immigration enforcement activities such as staging and detention.

These properties include, but are not limited to, City parks, parking lots, vacant lots, or storage facilities. Further, federal immigration authorities are not permitted to enter the non-public portions of City properties without a judicial warrant.

Section 5. 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, resolution numbering, section/subsection numbers, and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 26th day of February 2026.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 26-2061

City Administrator Report City of Lake Forest Park

Date: February 26, 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

Notable Incidents

Suspicious

Officers were called to check on a subject who was jaywalking (crossing Bothell Way NE), causing cars to slam on their brakes. Officers contacted the subject and discovered that he had an outstanding warrant. The subject (who said he had just used fentanyl) vomited and appeared to be passing out. Aid was called, and the subject was transported to the hospital.

At 1:40 am, officers found two subjects in the backseat of a vehicle in the mall's upper parking lot having sex. Officers educated them about their actions. They understood and left.

DUI

A traffic stop revealed that the driver was DUI. A blood search warrant was approved by the judge, and after the blood was drawn, he was booked into Lynnwood Jail.

Suicide

A female subject called the police, explaining that she was going through a tough time and wanted to commit suicide. Officers responded, and she was transported to Connections.

A patient in an adult family home was considering suicide. History of several calls related to the same subject. Not enough evidence to warrant a hospital visit.

Harassment

A subject created a fake profile of an LFP community member, and recruiters are calling the victim. The investigation appeared to indicate that the suspect is in a foreign country, so the officers advised the victim to contact the FBI.

Disturbance

Officer responded to a dispute between family members. No physical altercation occurred, but one of the subjects was experiencing a behavioral crisis. Officers contacted RCR (crisis responders) for assistance.

A subject in the mall became argumentative with security personnel. Eventually, he punched a tree outside the mall and yelled at a passerby. He was trespassed from the property.

Domestic Violence

Officers responded to a physical domestic violence call in progress. The suspect was arrested and transported to Lynnwood Jail.

A community member contacted the police because her partner was under the influence of drugs and she was afraid something could happen. Officers assessed the situation, but no crime had occurred, and the reporting person didn't want to cooperate with the police.

Malicious Mischief

An unknown person blew up a mailbox. No leads yet.

APS

Three separate adult protective services reports were investigated during this period. In one of them, an officer assisted the social worker.

Drugs

A rental company returned a vehicle to the rightful owner, but someone had left drug paraphernalia in the vehicle. K9 Bella positively alerted to illicit drugs. Investigation is in progress.

A subject in the Town Center was using drugs in the restroom. He also lit some papers on fire and discarded the burning paraphernalia. He had outstanding warrants and was booked into KC Jail.

Theft

Two subjects stole items from Safeway. Officers responded and discovered that one had outstanding warrants. Both were trespassed, and one was booked into Lynnwood Jail.

There was a call regarding fraud/theft of checks in the 15700 block of Beach Dr. NE. The investigation is in progress.

Officers responded to a theft in progress at Ross Stores. The suspect was apprehended, arrested, and booked into the Lynnwood Jail.

Trespass

A subject at Ross Stores came out of a changing room wearing only underwear and began causing a disturbance. Officers responded, and he was trespassed.

Hit and Run

A subject was hit by a vehicle that left the scene without stopping. The fire department conducted an evaluation, but the subject said he didn't want to speak with the police, so he left before providing additional information.

A separate Hit & Run occurred on Bothell Way NE with no leads regarding the suspect's vehicle.

Assist

Officers assisted a motorist who had accidentally locked her child inside the vehicle.

Officers assisted mall security with a subject who was causing a disturbance. The subject had several outstanding warrants, so he was arrested and booked.

K9 Bella assisted King County with a suspicious vehicle. There was a positive drug alert in the vehicle. Investigation by KCSO is in progress.

K9 Bella assisted Bothell PD with a suspicious vehicle, resulting in a positive alert for drugs. Investigation in progress by Bothell PD. K9 Bella assisted Bothell PD with another suspicious vehicle, resulting in a negative hit.

One of our officers was off duty in Lynnwood when he noticed a disabled vehicle blocking traffic and creating a hazard for commuters. Lynnwood PD refused to respond, so our officer assisted with the problem.

Vehicle Prowl

A vehicle prowl occurred in the 3600 block of NE 156th St. No leads.

IFIT-KC (Independent Investigations Team)

There was an IFIT-KC callout. Commander Adams and Sgt. Walker assisted IFIT with a Seattle PD officer involved in an incident.

Lake Forest Park



Traffic Safety

Traffic Safety Highlights

- An Officer pulled over a driver for failure to give an officer a safe lane while on a traffic stop. Upon investigation, the driver was showing signs of impairment. The driver was arrested for driving under the influence (DUI) and taken to Lynnwood Jail.

Speed violations:

- 47th AVE NE and Brentwood – a vehicle going 55mph in a 20mph
- 15000-16700blk Bothell Way- Three tickets issued for 58mph in 40mph
- 15700blk of Bothell Way- a vehicle was ticketed for going **72mph** in a 40mph
- 18500blk of 35th- 55mph in a 30mph
- 14800blk of Bothell Way- ticketed for going 62mph in a 40mph

Lights, camera action!

On February 5th an officer pulled over a vehicle for illegal blue lights (in the headlights) and observation of poor lane travel. The vehicle was pulled over where it was found the driver was clearly intoxicated. The driver was arrested for DUI, a blood warrant was issued, and the driver was booked into Lynnwood jail.

Parking:



Which direction in the legal one?



Yep, that's a fire hydrant.



Much closer and you'd be in the building!

Collisions...and then some:

- A vehicle traveling too fast for conditions north bound on Perkins Way struck another vehicle and landed into the creek. One passenger went to the hospital.



- During a traffic investigation, the officer quickly learned that one of the drivers wasn't the owner, didn't have insurance, their license was suspended, and then found out they had a warrant. The driver was then booked into Snohomish County Jail.

Lane travel:

- Multiple drivers were warned about proper lane changes within 200ft. This is a common violation for drivers entering lanes designated for a bus lane.

Left of center:

- Officers made multiple stops, with warnings for driving "left of center." This is traffic violation that officers tend to lead to illegal phone use or drivers under the influence.

**Nice ride....**

An officer found this custom-made bike outside the first floor of the city hall building and we all want to know.... Who is riding this? And does it actually work?

II. Internal City Information**III. Council Information****IV. Response to Citizen and Council Comments****V. Contract Reporting****VI. Legislative Update****VII. Community Events****VIII. Upcoming City Sponsored Events****IX. Meetings Calendar**

Tree Board Meeting (hybrid meeting)
March 4, 2026, 7:00 PM - 9:00 PM
City Hall and via Zoom

Planning Commission Meeting (hybrid meeting)
March 10, 2026, 7:00 PM - 9:00 PM
City Hall and via Zoom

City Council Work Session (hybrid meeting)
March 12, 2026, 6:00 PM - 7:00 PM
City Hall and via Zoom

City Council Regular Meeting (hybrid meeting)
March 12, 2026, 7:00 PM - 9:00 PM
City Hall and via Zoom

North King County Coalition on Homelessness
March 19, 2026, 1:00 PM - 2:30 PM

City Council Budget & Finance Committee Meeting (hybrid meeting)
March 19, 2026, 6:00 PM - 7:30 PM
City Hall and via Zoom

Committee of the Whole meeting (hybrid meeting)
March 23, 2026, 6:00 PM - 8:00 PM
City Hall and via Zoom

Parks and Recreation Advisory Board Meeting (hybrid meeting)
March 24, 2026, 7:00 PM - 9:00 PM
City Hall and via Zoom

City Council Regular Meeting (hybrid meeting)
March 26, 2026, 7:00 PM - 9:00 PM
City Hall and via Zoom