

CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, June 26, 2025 at 7:00 PM

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

INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY:

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

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

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

The meeting is being recorded.

HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

AGENDA

- 1. CALL TO ORDER: 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. 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. June 4, 2025 City Council Special Meeting Minutes
- B. June 5, 2025 City Council Special Meeting Minutes
- C. June 9, 2025 City Council Special Meeting Minutes
- D. June 12, 2025 City Council Work Session Minutes
- June 12, 2025 City Council Regular Meeting Minutes
- F. June 16, 2025 City Council Special Meeting Minutes
- **G.** City Expenditures for the Period Ending June 26, 2025
- H. Resolution 25-2020/Authorizing the Mayor to Sign a Grant Agreement Between King County and the City of Lake Forest Park for Development Funding for the Future Lakefront Park Property

6. ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION

A. Resolution 25-2021/Providing for a ballot proposition to be submitted at the general election of a proposition authorizing the city to levy regular property taxes in an amount in excess of the limitations provided in Chapter 84.55 RCW (Revised Code of Washington) for Public Safety Services beginning in 2026

7. ORDINANCES AND RESOLUTIONS FOR ACTION

A. Ordinances 25-1309 and 25-1310 / Middle Housing, Accessory Dwelling Units, and Unit Lot Subdivision Code Amendments

8. COUNCIL DISCUSSION AND ACTION

9. OTHER BUSINESS

10. COUNCIL COMMITTEE REPORTS

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

11. ADJOURN

FUTURE SCHEDULE

- Friday, July 4, 2025 Independence Day, City Hall closed
- Thursday, July 10, 2025, 6:00 p.m. City Council Work Session *hybrid meeting (City Hall and via Zoom)*
- Thursday, July 10, 2025, 7:00 p.m. City Council Regular Meeting hybrid meeting (City Hall and via Zoom)
- Thursday, July 17, 2025, 6:00 p.m. Budget & Finance Committee Meeting *hybrid meeting (City Hall and via Zoom)*
- Monday, July 21, 2025, 6:00 p.m. Committee of the Whole Meeting hybrid meeting (City Hall and via Zoom)
- Thursday, July 24, 2025, 7:00 p.m. City Council Regular Meeting *hybrid meeting (City Hall and via Zoom)*

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

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

1	CITY OF LAKE FOREST PARK
2	CITY COUNCIL SPECIAL MEETING
3	June 4, 2025
4	
5	It is noted this meeting was held in person in the City Council Chambers and remotely via
6	Zoom.
7	
8	City Councilmembers present: Tracy Furutani, Deputy Mayor; Larry Goldman, Paula Goode,
9	John Lebo, Semra Riddle, and Ellyn Saunders
10	
11	City Councilmembers absent: none
12	
13	City Staff present: Tom French, Mayor; Kim Adams Pratt, City Attorney; Matt McLean, City Clerk
14	
15	Others present: 6 visitors
16	
17	CALL TO ORDER
18	
19	Mayor French called the special meeting of June 4, 2025, to order at 6:00 p.m.
20	
21	ADOPTION OF THE AGENDA
22	
23	Deputy Mayor Furutani moved to adopt the agenda as presented. Cmbr. Riddle
24	seconded. The motion to adopt the agenda as presented carried unanimously.
25	
26	ITEMS FOR DISCUSSION, CONSIDERATION, AND/OR ACTION
27	
28	Interviews of City Council Candidates:
29	 Andrew Weber
30	Sam Orallo
31	 Sebastian Quesada
32	
33	Mayor French facilitated interviews of the City Council candidates. After brief introductory
34	statements from the candidates, Councilmembers asked six predetermined questions of the
35	candidates.
36	
37	Executive Session – Review of City Council Candidate's Qualifications per RCW 42.30.110(1)(h)
38	
39	The City Council went into Executive Session at 7:25 p.m. for approximately 20 minutes to
40	review the City Council candidate's qualifications pursuant to RCW 42.30.110(1)(h).
41	12.12.1 1.12 1.17 2.2.1.1.1 12.1.1.1.1.1.1.1.1.1.1.1.1.1.
42	The Executive Session was extended for 5 minutes.
43	· · · · · · · · · · · · · · · · · · ·

1 2	Council returned from the Executive Session at 7:50 p.m. No announcements were made.
3 4 5	Overview of Mayor's Statutory Authority to Vote in Case of a Tie per the Governance Manual and RCW 36A.12.100
6 7 8 9	Attorney Pratt provided a brief overview of the Governance Manual and RCW 36A.12.100, stating that the Mayor has the authority to cast a tie-breaking vote in instances of selecting a Council Vice Chair and filling a vacant Council position.
10 11	Selection of a City Council Vice Chair
12 13	Mayor French turned the meeting over to Deputy Mayor Furutani.
14 15	Deputy Mayor Furutani called for nominations for the City Council Vice Chair.
16 17 18	Councilmember Riddle nominated Councilmember Goldman and discussed his qualifications. Councilmember Goldman accepted.
19 20 21	As there were no other nominations, Deputy Mayor Furutani called for a vote—the vote to appoint Cmbr. Goldman, as Council Vice Chair, was unanimous.
22 23	ADJOURNMENT
24 25 26 27	There being no further business, the meeting adjourned at 8:10 p.m.
28	
29 30 31 32	Thomas French, Mayor
33	Matt McLean, City Clerk

1 2 3 4	CITY OF LAKE FOREST PARK CITY COUNCIL SPECIAL MEETING June 5, 2025
5	It is noted that this meeting was held in person in the City Council Chambers and remotely via
6	Zoom.
7	
8 9	City Councilmembers present : Tracy Furutani, Deputy Mayor; Larry Goldman, Vice Chair, Paula Goode, John Lebo, Semra Riddle, and Ellyn Saunders
10	
11	City Councilmembers absent: none
12	
13	City Staff present: Tom French, Mayor; Kim Adams Pratt, City Attorney; Matt McLean, City Cler
14	
15	Others present: 7 visitors
16	
17	CALL TO ORDER
18	
19	Mayor French called the special meeting of June 5, 2025, to order at 6:00 p.m.
20	
21	ADOPTION OF THE AGENDA
22	
23	<u>Deputy Mayor Furutani moved</u> to adopt the agenda as presented. <u>Cmbr. Goode</u>
24	seconded. The motion to adopt the agenda as presented carried unanimously.
25	ITEMS FOR DISCUSSION CONSIDERATION AND ADDISON
26	ITEMS FOR DISCUSSION, CONSIDERATION, AND/OR ACTION
27	Interview of City Council Countil detect
28	Interviews of City Council Candidates:
29	 Ashton McCartney
30	- Fiaz Mir
31	 Richard Saunders
32	
33	Mayor French facilitated interviews of the City Council candidates. After brief introductory
34	statements from the candidates, Councilmembers asked six predetermined questions of the
35	candidates.
36	DUDUG COLUMNITATE
37	PUBLIC COMMENTS
38	
39	Mayor French invited the public to comment.
40	Dan Finns annuished comments in account of Birthard Country of City and the country
41	Don Fiene provided comments in support of Richard Saunders filling the council vacancy.
42	Mith as an also wishing to small Marian Franch stored the colling and the control of
43	With no one else wishing to speak, Mayor French closed the public comment.

1 2	FURTHER ITEMS FOR DISCUSSION, CONSIDERATION, AND/OR ACTION
3	Executive Session – Review of City Council Candidate's Qualifications per RCW 42.30.110(1)(h)
5 6 7	The City Council went into Executive Session at 7:47 p.m. for approximately 40 minutes to review the City Council candidate's qualifications pursuant to RCW 42.30.110(1)(h).
8 9	Council returned from the Executive Session at 8:27 p.m.
10 11	Selection of Candidate to Temporarily Fill the Vacancy of City Council Position No. 2
12 13 14	Vice Chair Goldman proposed a similar nomination and voting system to the one used to select the Deputy Mayor and Vice Chair.
15 16	Cmbr. Goode nominated Ashton McCartney.
17 18	Cmbr. Riddle nominated Fiaz Mir.
19 20	Vice Chair Goldman nominated Sebastian Quesada.
21 22	Cmbr. Saunders nominated Richard Saunders.
23 24	Councilmembers spoke about their nominations. Mayor French called for a vote.
25 26	Two votes for Candidate McCartney: Cmbr. Goode and Deputy Mayor Furutani.
27 28	One vote for Candidate Mir: Cmbr. Riddle.
29 30	One vote for Candidate Quesada: Vice Chair Goldman.
31 32	Two votes for Candidate Saunders: Cmbrs. Saunders and Lebo.
33 34	Receiving only one vote, Candidates Fiaz and Quesada were eliminated.
35 36 37	Councilmembers spoke again about their nominations of Candidates McCartney and Saunders. Mayor French called for a vote.
38 39 40	Five votes for Candidate McCartney: Deputy Mayor Furutani; Vice Chair Goldman; Cmbrs. Goode, Riddle, and Saunders.
41 42	One vote for Candidate Saunders: Cmbr. Lebo.
43 44	With the majority vote, Candidate Ashton McCartney was appointed to fill the Position 2 Council vacancy temporarily.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:00 p.m.

Thomas French, Mayor

Matt McLean, City Clerk



1 2 3 4	CITY OF LAKE FOREST PARK CITY COUNCIL SPECIAL MEETING MINUTES June 9, 2025
5	It is noted this meeting was held in person in the Council Chambers at City Hall and remotels
6	via Zoom.
7	
8 9	City Councilmembers present : Tracy Furutani, Deputy Mayor; Larry Goldman, Paula Goode, John Lebo, Ashton McCartney, Semra Riddle, and Ellyn Saunders (via Zoom)
10	
11	City Councilmembers absent: none
12	
13	City Staff present: Tom French, Mayor; Phillip Hill, City Administrator (via Zoom); Kim Adams
14	Pratt, City Attorney (via Zoom); Lindsey Vaughn, Finance Director; Mark Hofman,
15	Community Development Director; Matt McLean, City Clerk
16	
17	Others present: Kirsten Petersen & Zoe Tapert, SCJ Alliance
18	5 visitors
19	
20	CALL TO ORDER
21	
22	Mayor French called the special meeting of June 9, 2025, to order at 6:00 p.m.
23	
24	ADOPTION OF THE AGENDA
25	
26	Deputy Mayor Furutani moved to adopt the agenda. Cmbr. Goode seconded. The
27	motion to adopt the agenda as presented carried unanimously.
28	
29	ITEMS FOR DISCUSSION, CONSIDERATION, AND/OR ACTION
30	
31	Welcome & Introduction of new Councilmember Ashton McCartney
32	
33	Deputy Mayor Furutani introduced Cmbr. McCartney.
34	
35	Ordinance 25-1309/Unit Lot Subdivision Code Amendments and Ordinance 25-1310/Middle
36	Housing and Accessory Dwelling Unit Code Amendments
37	
38	Cmbr. Riddle arrived at 6:03 p.m.
39	
40	Director Hofman introduced the item before turning the floor over to Ms. Petersen and Ms.
41	Tapert with SCJ Alliance, who gave a brief presentation on the proposed code amendments.
42	
43	Director Hofman, Ms. Petersen, and Ms. Tapert responded to Council questions.
44	

Continued discussion regarding budget challenges Deputy Mayor Furutani opened a discussion on a proposed levy lid lift. **ADJOURNMENT** There being no further business, the meeting adjourned at 7:48 p.m. Tom French, Mayor Matt McLean, City Clerk

1 2 3 4	CITY OF LAKE FOREST PARK CITY COUNCIL WORK SESSION MEETING MINUTES June 12, 2025
5 6 7	It is noted this meeting was held in person in the Emergency Operations Center at City Hall and virtually via Zoom.
8 9 10	Councilmembers present: Tracy Furutani, Deputy Mayor; Larry Goldman, Vice Chair; Paula Goode, Jon Lebo, Ashton McCartney; Semra Riddle, Ellyn Saunders (via Zoom)
11 12	Councilmembers absent: none
13 14 15	Staff present : Tom French, Mayor; Phillip Hill, City Administrator; Lindsey Vaughn, Finance Director; Mike Harden, Police Chief; Matt McLean, City Clerk
16 17	Others present: 2 visitors
18 19	CALL TO ORDER
20 21	Mayor French called the June 12, 2025, City Council work session meeting to order at 6:00 p.m.
22 23	ADOPTION OF AGENDA
242526	<u>Deputy Mayor Furutani moved</u> to adopt the agenda as presented. <u>Cmbr. Goode</u> <u>seconded. The motion to adopt the agenda as presented carried unanimously.</u>
27 28	COUNCIL DISCUSSION TOPICS
29 30	Continued discussion regarding budget challenges
31 32	Deputy Mayor Furutani opened a continued discussion on a possible levy lid lift.
33 34	Cmbr. Lebo arrived at 6:02 p.m.
35 36 37	Cmbr. Lebo presented his draft levy resolution and a proposal to raise the sales tax by 0.1 percent. The Council discussed other possible options to increase revenues.
38 39 40	The Council will consider a potential resolution to include a question about the property levy on the general election ballot at upcoming meetings.
41 42	ADJOURNMENT
43 44 45	There being no further business, Mayor French adjourned the meeting at 6:52 p.m.
46 47	Tom French, Mayor

1 2 3

4

Matt McLean, City Clerk



1	CITY OF LAKE FOREST PARK
2	CITY COUNCIL REGULAR MEETING MINUTES
3	June 16, 2025
4	,
5	It is noted that this meeting was held in person at the City Council Chambers and remotely via
6	Zoom.
7	
8	Councilmembers present: Tracy Furutani, Deputy Mayor; Larry Goldman, Vice Chair; Paula
9	Goode, Jon Lebo, Ashton McCartney, Semra Riddle, Ellyn Saunders (via Zoom)
10	
11	Councilmembers absent: none
12	
13	Staff present: Tom French, Mayor; Phil Hill, City Administrator; Lindsey Vaughn, Finance
14	Director; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Rebecca Dickinson,
15	Public Works Director; Mark Hofman, Community Development Director; Cory Mattson,
16	Community Programs Planner; Matt McLean, City Clerk
17	
18	Others present: Zoe Tapert, SCJ Alliance
19	8 visitors
20	
21	CALL TO ORDER
22	
23	Mayor French called the regular City Council meeting of June 12, 2025, to order at 7:00 p.m.
24	
25	FLAG SALUTE
26	
27	Mayor French led the Pledge of Allegiance.
28	
29	ADOPTION OF AGENDA
30	
31	Cmbr. Riddle moved to adopt the agenda. Cmbr. Goode seconded. Deputy Mayor
32	Furutani moved to amend the agenda by moving item 9, Final Confirmation, to precede
33	item 5, Public Comment. <u>Cmbr. Riddle seconded. The motion to approve the agenda as</u>
34	amended carried unanimously.
35	
36	FINAL CONFIRMATION
37	
38	Sandy Weber introduced herself and responded to Council questions.
39	and, were made and a separate and a
40	Deputy Mayor Furutani moved to appoint Sandra Weber to a Student Representative
41	position on the Climate Action Committee. <u>Vice Chair Goldman seconded. The motion</u>
42	to appoint Sandra Weber carried unanimously.
43	

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1	PUBLIC COMMENTS
2	
3 4	Mayor French invited comments from the audience.
5	Sarah Phillips provided the Council with comments to update them on the Climate Action
6	Committee's activities, upcoming efforts, and upcoming events.
7	de l'illiant de la contrata, appenining en en la appenining en en la contrata de la contrata del contrata de la contrata del la c
8	With no one in the audience wishing to speak, Mayor French closed the public comment period.
9	
10	PROCLAMATIONS
11	
12 13	Vice Chair Goldman read a proclamation recognizing June 19, 2025, as Juneteenth.
14	Deputy Mayor Furutani read a proclamation recognizing June 22, 2025, as Octavia Butler Day.
15	
16	PUBLIC HEARINGS on Ordinance 25-1309/Amending Chapter 17 of the Lake Forest Park
17	Municipal Code, Subdivisions, regarding Unit Lot Subdivisions Code Amendments, and
18	Ordinance 25-1310/Amending Chapter 18 of the Lake Forest Park Municipal Code, Planning &
19	Land Use Regulation, regarding Middle Housing and Accessory Dwelling Units.
20	
21	Director Hofman introduced the items. Ms. Tapert with SCJ Alliance gave a brief presentation
22	on the proposed amendments and responded to the Council's questions along with Director
23	Hofman.
2425	Mayor French opened the Public Hearing for public comments.
26	Mayor French Opened the Public Hearing for public confinents.
27	 Jim Liming spoke regarding accessory dwelling units and existing deeded covenants
28	(CCRs) in certain Lake Forest Park neighborhoods.
29	 Zack Garbowitz spoke in favor of Ordinance 25-1310.
30	
31	Council received written comments in favor of Ordinance 25-1310 from the following:
32	Alice Pedersen
33	David Haddock
34	Josh Rosenau
35	
36	As there was no one else in the audience wishing to speak, Mayor French closed the public
37	comment and the Public Hearing.
38	
39	Director Hofman responded to questions raised during public comments and resulting Council
40	questions.
41	
42	

1	CONSENT CALENDAR
2 3	<u>Deputy Mayor Furutani moved</u> to approve the Consent Calendar. <u>Cmbr. Riddle</u>
4	seconded. The motion to approve the Consent Calendar as amended carried
5	unanimously.
6	anammousiyi.
7	A. May 19, 2025 City Council Special Meeting Minutes
8	B. May 19, 2025 Committee of the Whole Meeting Notes
9	C. May 22, 2025 City Council Regular Meeting Minutes
10	D. May 29, 2025 Budget & Finance Committee Special Meeting Minutes
11	E. May 29, 2025 City Council Special Meeting Minutes
12	F. Accounts Payable dated 5/23/2025 Claim Fund Check Nos. 87717 through 87720 in the
13	amount of \$55,840.49, a voided Check No. 87718, an Accounts Payable dated
14	6/12/2025 Claim Fund Check Nos. 87721 through 87813 in the amount of \$854,844.59,
15	a 5/8/2025 Payroll Fund ACH transaction in the amount of \$205,339.69, a 5/23/2025
16	Payroll Fund ACH transaction in the amount of \$212,637.43, a 5/23/2025 Direct Deposi
17	transaction in the amount of \$233,462.80, and a 6/6/2025 Direct Deposit transaction in
18	the amount of \$233,961.73. Additional approved transactions: US Bank, \$60,929.95;
19	Elavon, \$1,176.80; State of Washington \$19,340.42. Total approved claim fund
20	transactions: \$1,877,533.90.
21	
22	ORDINANCES AND RESOLUTIONS FOR INTRODUCTION/REFERRAL
23	
24	Resolution 25-2020/Authorizing the Mayor to Sign a Grant Agreement Between King County
25	and the City of Lake Forest Park for Development Funding for the Future Lakefront Park
26	Property
2728	Planner Mattson gave a brief presentation, and the staff responded to questions.
29	Figure 1 wattson gave a biler presentation, and the stan responded to questions.
30	This will be brought back at a future meeting.
31	This will be brought back at a facult meeting.
32	COUNCIL DISCUSSION AND ACTION
33	
34	Continued Budget Challenges Discussion
35	
36	Continued discussion will be tabled until the upcoming meetings.
37	i s s
38	COUNCILMEMBER/MAYOR/CITY ADMINISTRATOR REPORTS
39	
40	Councilmembers reported on meetings they had attended.
41	
42	Mayor French gave a brief report.
43	

44

Administrator Hill gave a brief report.

1 2	CLOSED SESSION – Regarding Collective Bargaining per RCW 42.130.140(4)(b)
3	The City Council went into Closed Session at 8:25 p.m. for approximately 10 minutes regarding
1	Collective Bargaining pursuant to RCW 42.130.140(4)(b).
5	
5	Council returned from the Closed Session at 8:35 p.m. No action was taken.
7	
3	ADJOURNMENT
9	
)	There being no further business, Mayor French adjourned the meeting at 8:35 p.m.
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,	Tom French, Mayor
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)	Matt McLean, City Clerk

1	CITY OF LAKE FOREST PARK
2	CITY COUNCIL SPECIAL MEETING NOTES
3	June 16, 2025
4	
5	It is noted this meeting was held in person in the Council Chambers and remotely via Zoom.
6	
7	Councilmembers present: Tracy Furutani, Deputy Mayor; Larry Goldman, Vice Chair, Paula
8	Goode (via Zoom), John Lebo, Semra Riddle, and Ellyn Saunders
9	
10	Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City
11	Attorney (via Zoom); Lindsey Vaughn, Finance Director; Mark Hofman, Community
12	Development Director; Matt McLean, City Clerk
13	Others museum 7cc Toront CCI Allience
14	Others present: Zoe Tapert, SCJ Alliance
15 16	0 visitors
17	CALL TO ORDER
18	CALL TO ORDER
19	Mayor French called the June 16, 2025, special meeting to order at 6:00 p.m.
20	Mayor French canca the June 10, 2023, special meeting to order at 0.00 p.m.
21	FLAG SALUTE
22	12.10 3/120 12
23	Mayor French led the Pledge of Allegiance.
24	
25	ADOPTION OF THE AGENDA
26	
27	Deputy Mayor Furutani moved to approve the agenda. Cmbr. Riddle seconded. The
28	motion to approve the agenda as presented carried unanimously.
29	
30	PUBLIC COMMENT
31	
32	Mayor French invited comments from the public. With no one in the audience wishing to speak
33	Mayor French closed the public comments.
34	
35	ITEMS FOR DISCUSSION, CONSIDERATION, AND/OR ACTION
36	
37	Ordinances 25-1309 and 25-1310/Middle Housing, Accessory Dwelling Units, and Unit Lo
38	Subdivision Code Amendments
39	
40	Director Hofman gave a brief introduction and responded to Council questions.
41	
42	Continued discussion regarding budget challenges, including options for a potential levy to
43	fund public safety services, and review of draft Resolution 25-2021/Setting a ballot

1	proposition for the City to levy the regular property taxes in an amount in excess of the
2	limitations provided in RCW 84.55 for public safety services for the 2025 general election
3	
4	Deputy Mayor Furutani facilitated a continued discussion on a possible levy lid lift.
5	
6	ADJOURNMENT
7	
8	There being no further business, the meeting adjourned at 7:51 a.m.
9	
10	
11	
12	Thomas French, Mayor
13	
14	
15	
16	Matt McLean, City Clerk

City of Lake Forest Park SORTED TRANSACTION CHECK REGISTER 6/26/25

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, an Accounts Payable dated 6/26/2025 CLAIM FUND Check Nos. 87814 through 87874 in the amount of \$298,737.22, a 6/06/2025 PAYROLL FUND ACH transaction in the amount of \$230,824.13, and a 6/06/2025 DIRECT DEPOSIT transaction in the amount of \$233,961.73 are approved for payment this 26th day of June 2025.

Additional approved transactions are:

ACH transaction AWC in the amount of \$18,150.00)
ACH transaction Elavon in the amount of \$1,029.4	3
ACH transaction Invoice Cloud in the amount of \$1	,146.15
ACH transaction State of Washington in the amount	nt of \$15,032.66
ACH transaction Wex Bank- Chevron in the amoun	t of \$245.69

Total approved claim fund transactions: \$799,127.01

City Clerk		Mayor	
		was waith the	
	ž 5		
		Finance Committee	

Accounts Payable

Check Register Totals Only

User:

sschindele

Printed: Batch: 6/20/2025 - 10:12 AM

00026.06.2025 - AP 06.26.25



Check	Date	Vendor No	Vendor Name	Amount	Voucher
87814	06/26/2025	AARDPEST	AARD Pest Control, Inc	251.49	87,814
87815	06/26/2025	AGUIRRER	Raul Aguirre	140.00	87,815
87816	06/26/2025	ALPTEKIY	Yasemin Alptekin	140.00	87,816
87817	06/26/2025	AVOCETTE	Avocette Technologies Inc.	312.50	87,817
87818	06/26/2025	CINTASFI	Cintas First Aid & Safety	230.16	87,818
87819	06/26/2025	LFPUTIL	City of Lake Forest Park	839.17	87,819
87820	06/26/2025	CONSOR	Consor North America, Inc.	42,011.86	87,820
87821	06/26/2025	CREATIVH	Creative House Branding LLC	34.02	87,821
_87822	06/26/2025	DATABAR	Databar	2,589.83	87,822
87823	06/26/2025	EASLINC	EASL, Inc	8,000.00	87,823
87824	06/26/2025	ESPINOZJ	Julie Espinoza	637.68	87,824
87825	06/26/2025	FCI	Financial Consultants International Inc	1,472.85	87,825
87826	06/26/2025	BRUCEF	Frehiwot Bruce	126.00	87,826
87827	06/26/2025	GORDONTH	Gordon Thomas Honeywell Gov't. Aff	3,245.00	87,827
87828	06/26/2025	GREENWOO	Greenwood Heating & Air Cond.	231.00	87,828
87829	06/26/2025	GULATIP	Puneeta Gulati	126.00	87,829
87830	06/26/2025	UB*00738	Changyong Guo and Wenling Dou	92.73	87,830
87831	06/26/2025	INDUSTRC	Industrial Chem Labs & Services Inc	558.98	87,831
87832	06/26/2025	JOHNSTON	Johnston Group, LLC	3,925.00	87,832
87833	06/26/2025	KALEABA	Kaleab Law PLLC	140.00	87,833
87834	06/26/2025	KDHCONSU	KDH Consulting, Inc	1,759.29	87,834
87835	06/26/2025	KCNETWRK	King County Finance	824.00	87,835
87836	06/26/2025	KCROAD	King County Finance	3,597.77	87,836
87837	06/26/2025	KCVICTIM	King County Finance	136.45	87,837
87838	06/26/2025	KCWATER	King County Finance	62,281.98	87,838
87839	06/26/2025	KCPET	King County Pet License	30.00	87,839
87840	06/26/2025	KCSHERIF	King County Sheriff's Office	5,008.00	87,840
87841	06/26/2025	UB*00737	Corbin Larson	144.44	87,841
87842	06/26/2025	LAWOFF	Law Offices of Christian W. Smith	300.00	87,842
87843	06/26/2025	LEONB	Bill Leon	1,294.09	87,843
87844	06/26/2025	LOOMIS	Loomis	491.90	
87845	06/26/2025	MadroLaw	Madrona Law Group, PLLC	14,407.41	87,845
87846	06/26/2025	MCLEANM	Matthew McLean	281.40	87,846
87847	06/26/2025	GRAFIX	MJ Donovan Enterprises, Inc	182.00	87,847
87848	06/26/2025	NEWMANM	Michelle Newman	198.00	87,848
87849	06/26/2025	NORTHUTI	Northshore Utility District	7,604.69	87,849
87850	06/26/2025	OFFICEDE	Office Depot, Inc.	137.07	87,850
87851	06/26/2025	OLYMPICE	Olympic Environmental Resources, In	2,750.00	87,851
87852	06/26/2025	PACAIRCO	Pacific Air Control, Inc.	352.96	87,852
87853	06/26/2025	PEERLESS	Peerless Network, Inc	1,040.47	87,853
87854	06/26/2025	PRINTWE	Printwest, Inc.	3,173.76	87,854
87855	06/26/2025	PROCOM	PROCOM, LLC	144.00	87,855
87856	06/26/2025	PUGSOUJO	Puget Sound Business Journal	200.00	87,856
87857	06/26/2025	PSE	Puget Sound Energy	430.90	87,857
87858	06/26/2025	REDCARP	Red Carpet Building Maint. Inc.	3,206.15	87,858
87859	06/26/2025	REHNASSO	Rehn & Associates	28.00	87,859
87860	06/26/2025	ROBHALF	Robert Half International, Inc.	2,414.70	87,860
87861	06/26/2025	SAFEBUIW	SAFEbuilt Washington, LLC	8,453.43	87,861
87862	06/26/2025	SCJALL	SCJ Alliance	8,099.50	87,862
87863	06/26/2025	SECURECO	Secure Court Solutions LLC	1,309.55	87,863

AP-Check Register Totals Only (06/20/2025 - 10:12 AM)

Accounts Payable

Checks by Date - Summary by Check Date

User:

sschindele

Printed:

6/20/2025 10:34 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	06/06/2025	1,878.16
ACH	NAVIA	Navia Benefit Solutions, Inc.	06/06/2025	537.41
ACH	NAVIAFSA	Navia - FSA	06/06/2025	62.50
ACH	PFLTRUST	LFP PFL Trust Account	06/06/2025	3,186.38
ACH	TEAMDR	National D.R.I.V.E.	06/06/2025	4.45
ACH	Z401AL	Vantagepoint Transfer Agents-107084 ICM	06/06/2025	1,689.80
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	06/06/2025	9,163.41
ACH	ZAWC	AWC	06/06/2025	52,218.93
ACH	ZEMPSEC	Employment Security Dept.	06/06/2025	677.07
ACH	ZEMPWACA	Wa.Cares Tax	06/06/2025	1,294.51
ACH	ZGUILD	LFP Employee Guild	06/06/2025	975.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	06/06/2025	40,778.62
ACH	ZL&I	Washington State Department of Labor & I	06/06/2025	7,192.57
ACH	ZLEOFF	Law Enforcement Retirement	06/06/2025	17,349.35
ACH	ZLFPIRS	Lake Forest Park/IRS	06/06/2025	58,166.01
ACH	ZPERS	Public Employees Retirement	06/06/2025	24,999.88
ACH	ZTEAM	Teamsters Local Union #117	06/06/2025	185.52
ACH	ZWATWT	Washington Teamsters Welfare Trust	06/06/2025	9,685.80
99060625	NAVIA	Navia Benefit Solutions, Inc.	06/06/2025	778.76
				-
			Total for 6/6/2025:	230,824.13
			Report Total (19 checks):	230,824.13

Bank Reconciliation

Checks by Date

User:

sschindele

Printed:

06/20/2025 - 10:36AM

Bank Accounts:

PPOperat

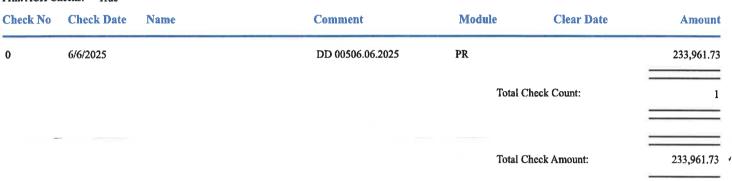
System:

Cleared and Not Cleared Checks

Check Date:

From 06/06/2025 To 06/06/2025

Print ACH Checks: True





Clearing House

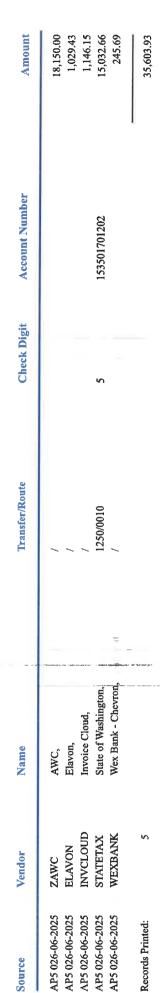
Electronic AP Proof List

 User:
 sschindele

 Printed:
 06/20/2025 - 10:15AM

 Sort By:
 Vendor Name

 Batch:
 00003.06.2025







CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date June 26, 2025

Originating Department Community Development Department

Contact Person Cory Mattson, Community Programs Planner

Title Resolution 25-2020/Authorizing the Mayor to Sign a Grant Agreement

Between King County and the City of Lake Forest Park for Development

Funding for the Future Lakefront Park Property

Legislative History

First Presentation June 12, 2025 – Regular Council Meeting

Second Presentation June 26, 2025 – Regular Council Meeting

Attachments:

- Resolution 25-2020/Authorizing the Mayor to Sign a Grant Agreement Between King County and the City of Lake Forest Park for Development Funding for the Future Lakefront Park Property
- 2. Capital Project Grant Agreement between King County and the City of Lake Forest Park

Executive Summary

The City of Lake Forest Park acquired 1.91 acres of lakefront property on November 30, 2021, located at 17345 & 17347 Beach Dr. NE (KC Parcel Nos. 4030100040 and 4030100035) (the "Lakefront Park lots"), for future use as a city park and open space with recreational elements and access to the water. Since then, the City has continued with design, engineering, and environmental review, and is currently navigating the permitting process for the adopted Lakefront Park preferred concept and schematic design, which has incorporated community input throughout. The funding for the development of the Lakefront Park Project amounts to \$500,000.00 and is provided through King County and the Office of Performance, Strategy, and Budget (PSB). The purpose of this agenda item is to authorize the Mayor to sign the Agreement between King County and the City for reimbursement of funds utilized in the development of the Lakefront Park Project. This will be the first funding received from several different funding partners to cover the gap in construction costs.

Background

Active Park Elements and Master Planning Process

The City Council has discussed the need to provide active recreation and public access (non-motorized) to Lake Washington in future property acquisitions. The purchase of the Lakefront Park lots facilitates these goals and provides both indoor and outdoor community gathering areas. Following the acquisition, in April 2023, City staff solicited consultant proposals for design, engineering, environmental review, and permitting for improvements at the Lakefront Park lots. The consultant, Facet NW (formerly DCG/Watershed), was selected following a thorough Request for Qualification (RFQ) process that included a 5-member panel scoring and interviewing the candidates, as well as verifying qualified references.

In June 2024, the City of Lake Forest Park contracted with Facet NW and its teaming partners (Johnston Architects; Transportation Solutions, Inc.; ASM Cultural Resource Consultants; APS Survey and Mapping; DCW Cost Management; Elcon Electrical Engineering; and, HWA GeoSciences) in the multidisciplinary effort to develop a public lakefront from predesign through concept design, design development, construction documentation and permitting, and construction administration.

The project, known formally as "Lakefront Improvements Design, Engineering, Environmental, and Permitting," encompasses three lakefront parcels in Lake Forest Park: the two Lakefront park lots and an existing public preserve called Lyon Creek Waterfront Preserve. The project aims to enhance public waterfront access by creating a space for passive recreation and gathering activities.

Fiscal & Policy Implications

The City plans to continue the design, engineering, environmental review, and permitting of the Lakefront Park Project, aiming to go out to bid for construction in early 2026. These funds would begin to bridge the gap needed to complete the Lakefront Park Project development.

Alternatives

Results
he Mayor will sign the agreement with King ounty for reimbursement funds for the akefront Park Property development
ne Mayor will not sign the agreement with ing County and other funding will need to be bught after to complete the development anding gap
i

Staff Recommendation

Approve Resolution 25-2020/Authorize the Mayor to sign a grant agreement with King County and the City of Lake Forest Park for the Lakefront Park Project development funding.

RESOLUTION NO. 25-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN KING COUNTY AND THE CITY OF LAKE FOREST PARK FOR DEVELOPMENT FUNDING FOR THE FUTURE LAKEFRONT PARK PROPERTY

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, King County awarded a grant to the City of Lake Forest Park through the Office of Performance, Strategy, and Budget (PSB) in the amount of \$500,000.00, to be used for development and construction reimbursement of the Lake Front Park Property, the grant agreement provides the terms of the grant award; and

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

<u>Section 1. AGREEMENT APPROVAL</u>. The City Council of the City of Lake Forest Park hereby authorizes the Mayor to sign the agreement between King County and Lake Forest Park for development funding of the Lake Front Park Project attached hereto as Exhibit A.

<u>Section 2. CORRECTIONS.</u> 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 12 day of June, 2025.

APPROVED:

	Tom French Mayor	
ATTEST/AUTHENTICATED:		
Matthew McLean	-	

FILED WITH THE CITY CLERK: June 5, 2025

PASSED BY THE CITY COUNCIL:

RESOLUTION NO.: 25-2020

Resolution No. 25-2020



2025 EXTERNAL SUPPORT GRANT PROGRAM CAPITAL PROJECT GRANT AGREEMENT

Department/Divisi	ion: Office	of Performan	ce, Strategy, and	Budget (PSB)		
Grant Recipient:	City of Lake For	est Park				
Project:	Lake Forest Park	Lakefront Im	provements			
Award Amount:	\$500,000	_ Project#:	1149804	Contract#:	6495449	
Term Period:	May 1, 2025	То	May 31, 2027			

THIS AGREEMENT is a grant agreement (the "Agreement") entered into between City of Lake Forest Park (the "Grant Recipient") and King County (the "County") (collectively the "Parties") for an External Support Program capital projects grant (the "Grant Award").

RECITALS

- A. The 2025 Adopted Budget appropriates funds to the Office of Performance, Strategy and Budget for investments to be allocated to capital projects with a public purpose in King County.
- B. King County, a home rule charter county and political subdivision of the State of Washington, is authorized to administer the External Support capital projects and enter into agreements for the use of grant funds for community projects to be built, replaced, or remodeled, such as buildings, sidewalks, landscaping improvements, community gardens, signs, technology infrastructure, and play structures.
- C. The Scope of Work attached as Exhibit B has been developed in consultation with the Grant Recipient and, as detailed in the Scope of Work, the Project serves a fundamental governmental purpose, is a County purpose for which the County is receiving consideration, or is a County purpose in support of communities.

NOW THEREFORE, in consideration of the promises, covenants, and other provisions set forth in this Agreement, the Parties agree as follows:

GRANT AWARD TERMS AND CONDITIONS

1. DEFINITIONS

1.1 Project.

The term "Project" means the design, development and construction of the Facility described in **Exhibit A**. Funds provided pursuant to the Grant Award available pursuant to this Agreement ("Grant Award Funds") may only be used for the Project. To complete the Project, Grant Recipient shall use the Grant Award Funds to design develop, and construct the Facility, consistent with the requirements set forth in this Agreement and in the following attached exhibits, which are incorporated herein by reference:

Map of Facility and Location	Attached as Exhibit A
Scope of Work	Attached as Exhibit B
Project Budget	Attached as Exhibit C
Timeline, Milestones, & Performance Metrics	Attached as Exhibit D
Insurance Requirements	Attached as Exhibit E
Tax Covenants	Attached as Exhibit F
Prevailing Wage Certification	Attached as Exhibit G

1.2 <u>Map of Facility and Location</u>. This Agreement applies to the Project to improve the facility ("Facility") which is located at:

17337 Beach Dr. NE, Lake Forest Park, WA 98155 17347 Beach Dr NE, Lake Forest Park, WA 98155 17345 Beach Dr NE, Lake Forest Park, WA 98155

See **Exhibit A** for a depiction of the Facility and a map of specific Facility location and boundaries.

- 1.3 <u>Scope of Work</u>. Grant Recipient shall provide a scope of work ("Scope of Work"), attached hereto as **Exhibit B**, which describes the Project purpose and community benefits in detail and includes a description of the various design, development, permitting, and construction milestones required for completion of the Project and intended use of the Grant Award Funds. Grant Recipient shall apply the funds received from the County for the Project under this Agreement in accordance with the Scope of Work, attached hereto as **Exhibit B**.
- 1.4 <u>Project Budget</u>. Grant Recipient shall work with King County to develop a Project Budget, attached hereto as **Exhibit C.** King County shall provide the Grant Award

Funds to the Grant Recipient to pay for costs and expenditures related to the Project, as set forth in **Exhibits B, C, D** and **G**. Grant Award Funds provided to Grant Recipient may only be used to pay for costs and expenditures related to the Project, as set forth in **Exhibits B, C, D** and **G**. The grant is funded with the proceeds of County bonds issued on a tax-exempt basis and is subject to the tax covenants set forth in **Exhibit F**.

1.5 <u>Contractor</u>. Contractor shall include any contractor or consultant hired by Grant Recipient, including any of the contractor's or consultant's subcontractors or subconsultants.

2. EFFECTIVE DATE

The Agreement shall be effective upon signature by both Parties ("Effective Date").

3. TERM

The term ("Term") of this Agreement shall begin on May 1, 2025, and end on May 31, 2027. This Agreement shall remain in effect until such time as it is amended in writing or terminated as provided herein.

4. AMENDMENTS

This Agreement together with the attached exhibits is the whole Agreement between the Parties. This Agreement may be amended only in writing, duly executed by the Parties. Either party may request changes to this Agreement

5. NOTICES

Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses below via electronic mail.

PARK
5

Either Party may, at any time, by giving ten (10) days written notice to the other Party to designate any other notice address.

6. DISBURSEMENT OF GRANT FUNDS

6.1 The County may authorize, at the County's sole discretion, release of a portion of the Grant Award Funds to Grant Recipient, upon execution of this Agreement, and receipt of Grant Recipient's County-approved completed Scope of Work and Project Budget (see Section 1 and **Exhibits B and C**).

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- 6.2 The County shall initiate authorization for payment and disbursement of Grant Award Funds after approval of sufficiently detailed Project-related invoices submitted by Grant Recipient. The County shall make payment to Grant Recipient not more than thirty (30) days after a complete and accurate invoice and any other required documentation is received and approved.
- 6.3 Grant Recipient shall submit the final invoice, supporting documentation and any outstanding deliverables, as specified in the Scope of Work (**Exhibit B**) and Project Budget (**Exhibit C**), within thirty (30) days of the date this Agreement expires or is terminated. If the Grant Recipient's final invoice, supporting documentation and reports are not submitted by that day, the County will be relieved of all liability for payment to Grant Recipient of that invoice or any subsequent invoice.

7. <u>GRANT REPORTING</u>

All Grant Award Funds received pursuant to this Agreement must be accounted for separately from all other Grant Recipient accounts and moneys. Until the Project is completed, and all proceeds provided pursuant to this Agreement have been expended, the Grant Recipient shall provide reports to the King County Project Manager on a schedule determined by the County.

8. <u>COMPLETION OF THE PROJECT</u>

Grant Recipient shall complete the Project described in Section 1.1 and **Exhibits A, B** and **C** of this Agreement. If Grant Recipient cannot complete the Project as described, the County shall be released from any obligation to fund the Project, and the County in its sole discretion may reallocate such funds for other projects, including in in other jurisdictions.

Pursuant to Section 19, Termination, this Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds for the Project as provided in this Agreement. The Grant Recipient may not redirect Grant Award Funds for a purpose other than completion of the Project as described in the Scope of Work in at **Exhibit B**.

9. <u>COMMUNICATION AND KING COUNTY MILESTONE NOTIFICATION</u>

Grant Recipient shall recognize County as a "grant sponsor" for the Project in the following manner:

- 9.1 <u>Events</u>: Grant Recipient shall invite and recognize Office of Performance, Strategy and Budget, and the King County logo at all events promoting the Project, and at the final Project dedication.
- 9.2 <u>Community Relations</u>: Grant Recipient shall recognize King County in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.
- 9.3 <u>King County Notification</u>: Grant Recipient shall notify the King County Project Manager and the Office of Performance, Strategy and Budget 30 days prior to any major milestone, such as a groundbreaking or opening dates.

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- 9.4 <u>King County Council Notification</u>: If Grant Recipient is a school district or other governmental entity notification to the King County Council 30 days prior to any major milestone, such as a groundbreaking or opening dates is, required.
- 9.5 <u>Signage</u>: Grant Recipient shall recognize King County on any signage as a funder/contributor of project/facility. Grant Recipient is required to use appropriate King County logo on any signage and communications.

DISPOSITION OF REMAINING GRANT AWARD FUNDS

Any Grant Award proceeds in excess of those required to be provided by the County for the actual costs of the Project shall remain with the County for use in its sole discretion consistent with the requirements applicable to the bonds that funded the Grant Award.

10. PUBLIC ACCESS

The Grant Award is provided to Grant Recipient for the Project for the purpose of creating a new park and renovating an existing nature preserve on the shoreline of Lake Washington for the residents of King County. The Facility shall be open and accessible to the public at reasonable hours and times. The Grant Award will not be used to pay costs of any facility, place or building to be used primarily for sectarian instruction or study or as a place for devotional activities or religious worship. If the Grant Award is used to pay costs of a mixed-use facility that is used in part for sectarian instruction or study or as a place for devotional activities or religious worship, the Grant Award shall be applied to, and shall not exceed, the portion of the costs that can be allocated to other activities, such as community center activities. These restrictions apply to all grantees, not just faith-based organizations.

If the Grant Award is used to pay costs of a mixed-use facility that includes both community or public uses and private commercial uses, the Grant Award shall be applied to, and shall not exceed, the portion of the costs that can be allocated to community and other public uses, such as community center activities.

Grant Recipient shall notify the public of the availability of use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information. Fees for use of the Facility shall be no greater than those generally charged by public operators of similar facilities in King County.

Notwithstanding temporary closure for required maintenance or repairs, the minimum period of time Grant Recipient must ensure the Project is available for public use is for twelve (12) years from Facility completion. If the Facility is retired or otherwise removed from use before the end of the 12-year period, the County may require the Grant Recipient to reimburse King County for the Grant Award Funds plus interest from the date of the Grant Award calculated based on the County's cost of funds. **Grant Recipient's duties under this Section 11 will survive the expiration or earlier termination of this Agreement.**

11. COVENANTS

11.1 <u>Tax Covenants</u>. Grant Recipient shall comply with the tax covenants set forth in **Exhibit F.**

12. CONSTRUCTION OF THE FACILITY

12.1 Capital Improvements.

Grant Recipient shall design mutually agreed upon Facility, features, and amenities in accordance with all applicable design(s), timelines, restrictions, environmental considerations, permitting determinations, neighborhood impact mitigations, and all other requirements in coordination with King County staff. All contracted work by Grant Recipient, its agents, representatives, or subcontractors, shall be bonded and properly insured to ensure the complete and safe design and construction of all facilities, features, and amenities. As between Grant Recipient and King County, Grant Recipient will be solely responsible to comply with all applicable authorities and to obtain all necessary permits, approvals, and endorsements for the Project.

12.2 Warranties.

With respect to all warranties, express or implied, for work performed or materials supplied in connection with the Project, Grant Recipient shall:

- Obtain all warranties, express or implied, that would be given in normal commercial practice from suppliers, manufacturers, contractors or installers;
- Require all warranties be executed, in writing;
- Be responsible to enforce any warranty of a contractor, subcontractor, manufacturer, or supplier.

If, within an applicable warranty period, any part of the Facility or work performed to construct the Facility is found not to conform to specifications, permit requirements, or industry standard, Grant Recipient shall correct it promptly.

12.3 Right to Inspect-Construction.

King County personnel or agents may inspect the Project work at any time provided that such persons observe due regard for workplace safety and security. King County may require Grant Recipient or its contractors to stop work if King County deems work stoppage necessary to remedy construction defects or to address risks to health, safety, or welfare. Grant Recipient specifically understands, acknowledges, and agrees that at a minimum, King County will inspect the Facility construction project before final completion of the Facility.

12.4 Design.

Grant Recipient has retained a licensed architect and/or licensed professional engineer, registered in the State of Washington, who will prepare a Project design for the Facility and exterior landscaping, which visually blends with the setting. King County shall review the design plans for the Facility in concept and reserves the right to approve the final design of the Facility, consistent with established zoning, design code, or both.

12.5 Alteration of Site or Facility after Construction.

After the Facility is completed and accepted by Grant Recipient and King County

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as defined herein, Grant Recipient will not make any material alteration to the Facility without express, written consent by King County.

12.6 <u>Development and Construction Fees and Expenses.</u>

Grant Recipient will be responsible to obtain and pay for all necessary permits, fees, and expenses associated with the Project.

12.7 Public Works Laws.

The Grant Recipient certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by the Grant Award, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grant Recipient shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for King County Department of Local Services' review upon request Grant Recipient will comply with all other applicable public works laws, regulations, and ordinances, including but not limited to those related to retainage (see RCW 60.28), bonding (see RCW 39.08), use of licensed contractors (see RCW 39.06), and competitive bidding (see RCW 36.32 and RCW 35.21.278). Grant Recipient will indemnify and defend King County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws, regulations, and ordinances in connection with the improvements.

12.8 Contractor Indemnification and Hold Harmless.

Grant Recipient will require its Contractor(s), including construction contractors, and subcontractors to defend, indemnify, and hold King County, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney's fees and costs, arising out of or in connection with the design, development, and construction of the Facility (hereinafter "Design and Construction Phase"), except for injuries and damages caused by the negligence of King County.

12.9 Minimum Scope and Limits of Insurance.

Grant Recipient shall maintain, and/or require its Contractor(s) to maintain the minimum scope and limits of insurance as required in **Exhibit E – Insurance Requirements**.

13. <u>INTERNAL CONTROL AND ACCOUNTING SYSTEM</u>

Grant Recipient shall establish and maintain a system of accounting and internal controls sufficient to comply, and demonstrate compliance, with all financial, reporting, record keeping and other requirements under this Agreement.

14. MAINTENANCE OF RECORDS

15.1 Grant Recipient shall maintain accounts and records, including personnel, property, financial, Project records, and Agreement deliverables, to ensure proper accounting for all Grant Award Funds and compliance with this Agreement

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15.2 These records shall be maintained for the later of (a) six (6) years after the expiration or earlier termination of this Agreement and (b) three (3) years after the final maturity of the bonds that funded the Grant Award. Unless otherwise notified by King County Office of Performance, Strategy and Budget, Grant Recipient may assume that the final maturity of the bonds that funded the Grant Award is twelve (12) years after the date of the final payment of Grant Award Funds under this Agreement.

16. RIGHT TO INSPECT

King County reserves the right to review and approve the performance of Grant Recipient with regard to this Agreement, and, at its sole discretion, to inspect or audit the Grant Recipient's records regarding this Agreement and the Project upon seventy-two (72) hours' notice during normal business hours.

17. COMPLIANCE WITH ALL LAWS AND REGULATIONS

Grant Recipient shall comply with all applicable laws, ordinances and regulations in using funds provided by the County and in completing the Project and providing programming at the Project, including, without limitation, those relating to providing programming on a nondiscriminatory basis, providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and those related to "public works," payment of prevailing wages, and competitive bidding of contracts. The Grant Recipient specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Grant Recipient shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.

18. CORRECTIVE ACTION

- 18.1 If the County determines that a breach of contract has occurred or does not approve of the Grant Recipient's performance, it will give the Grant Recipient written notification of unacceptable performance. Grant Recipient will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to Grant Recipient.
- 18.2 King County may withhold any payment owed Grant Recipient until the County is satisfied that corrective action has been taken or completed.

19. TERMINATION

- 19.1 If the termination results from acts or omissions of Grant Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, Grant Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to Grant Recipient by the County.
- 19.2 Any King County obligations under this Agreement beyond the current appropriation biennium are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation

biennium.

19.3 The Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds as specified in Section 1 and Exhibits B, C and F, or upon reimbursement by the Grant Recipient to the County of all unexpended proceeds provided by the County pursuant to this Agreement and payment of all amounts due pursuant to Section 6.

20. <u>FUTURE SUPPORT; UTILITIES AND SERVICE</u>

The County makes no commitment to support the Project or Facility contracted for herein and assumes no obligation for future support of the Project or Facility contracted for herein except as expressly set forth in this Agreement. Grant Recipient understands, acknowledges, and agrees that the County shall not be liable to pay for or to provide any utilities or services in connection with the Project or Facility contemplated herein.

21. HOLD HARMLESS AND INDEMNIFICATION

Grant Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) Grant Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) work, services, materials, or supplies performed or provided by Grant Recipient's employees or other suppliers in connection with or support of the performance of this Agreement.

Grant Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Grant Recipient, its officers, employees, agents, representatives, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the expiration or prior termination of the Agreement.

Grant Recipient agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, or Grant Recipient's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. Grant Recipient's obligations under this Section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at the Grant Recipient's own expense;
- B. Indemnification of claims made by Grant Recipient's employees or agents; and
- C. Waiver of Grant Recipient's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be

recoverable from the Grant Recipient.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Grant Recipient agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Grant Recipient's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by Grant Recipient in conjunction with this Agreement. **Grant Recipient's duties under this Section 21** will survive the expiration or earlier termination of this Agreement.

22. NONDISCRIMINATION

King County Code ("KCC") chapters 12.16, 12.17 through 12.18 apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

23. CONFLICT OF INTEREST

KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and Grant Recipient agrees to abide by all conditions of said chapter. Failure by Grant Recipient to comply with any requirement of said KCC Chapter shall be a material breach of contract.

24. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

25. <u>PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND</u> OWNERSHIP

A. As between the County and Grant Recipient, Grant Recipient shall be responsible to operate and maintain the completed Facility at its own sole expense and risk. Grant Recipient shall maintain the completed Facility in good working condition consistent with applicable standards and guidelines. Grant Recipient understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the Facility in any way.

- B. Grant Recipient shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.
- C. Grant Recipient shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Grant Award Funds. Grant Recipient's duties under this Section shall survive the expiration of this Agreement and remain in effect for the period set forth in Section 15.

26. ASSIGNMENT

Grant Recipient shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Grant Recipient must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

27. WAIVER OF BREACH OR DEFAULT

Waiver of breach of any provision in this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.

28. TAXES

Grant Recipient agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under RCW Chapter 82.29A; PROVIDED, however, that nothing contained herein will modify the right of the Grant Recipient to contest any such tax, and Grant Recipient shall not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

29. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

30. PUBLIC DOCUMENT

This Agreement will be considered a public document and will be available for inspection and copying by the public.

31. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, County and Grant Recipient a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

32. PERMITS AND LICENSES

Grant Recipient shall complete the Project in accordance with all applicable laws and

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regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities shall be performed by Grant Recipient at its sole expense and liability. Grant Recipient shall, at its sole cost and expense, apply for, obtain and comply with all necessary permits, licenses and approvals required for the Project.

33. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Grant Recipient.

34. <u>ENTIRE AGREEMENT</u>

KING COUNTY

This Agreement, including its attachments, constitutes the entire Agreement between the County and Grant Recipient. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

CITY OF LAKE FOREST PARK

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the first date written.

Signature_		Signature	
Name	Dwight Dively	NameTom French	
Title	Budget Director	TitleMayor	
Date		Date	

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Exhibit A- Map of Facility and Location

17337 Beach Dr. NE, Lake Forest Park, WA 98155 17347 Beach Dr NE, Lake Forest Park, WA 98155 17345 Beach Dr NE, Lake Forest Park, WA 98155



Exhibit B- Scope of Work

King County External Support Grant Scope of Work

Project Name: Lake Forest Park Lakefront Improvements Project

Organization Name: City of Lake Forest Park

Total Budget Amount: \$500,000

Contact: Cory Mattson, cmattson@cityoflfp.gov

I. INTRODUCTION

The project will create a new park and renovate an existing nature preserve on the shoreline of Lake Washington. The project will provide for public water access to Lake Washington, allowing for swimming, wading, paddling, and other activities, that have not been previously available in Lake Forest Park. The project will also provide much-needed community infrastructure, as demonstrated and supported by the city's Parks, Recreation, Open Space, and Trails (PROST) Plan, including picnic shelter, play equipment, modest community center building, and small community flex-space/annex building. Development of this park will also provide trailhead amenities on two recreational trails—the Burke-Gilman Regional Trail and the Lake Washington paddling trail.

II. OBJECTIVES

The program's goal/purpose is to transform a former private residential property on Lake Washington into a new public park and expand opportunities for public water-based recreation in Lake Forest Park.

- Provide a public beach for swimming and wading within walking distance of the Burke-Gilman Regional Trail.
- Provide universally accessible access to Lake Washington via a softened natural shoreline and constructed dock.
- Provide passive-recreational activities near Lake Washington, including walking trails and viewing platforms.

III. PROJECT/PROGRAM DESCRIPTION

- Complete construction documentation.
- Solicit bid proposals for project construction and execute construction contract.
- Install site security and tree protection measures.
- Conduct site and soil preparation activities, including temporary erosion control measures, earthwork, and selective clearing.
- Demolish existing site features, including former dock structures.
- Remove overwater footbridge and repurpose as a boardwalk.

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- Construct site improvements, including parking area, walking paths, retaining and seat walls, and stormwater improvements.
- Construct built feature improvements, including restroom, gathering deck, viewing platforms, and picnic shelter.
- Install site furnishings, including benches, fencing, outdoor shower, water fountain, signage, bike and kayak racks, and air pump.
- Install landscape improvements, including habitat logs and boulders, native trees, shrubs, and groundcovers.
- Conduct construction administration activities during park construction.

IV. PROGRAM BUDGET

A total of \$500,000 was allocated for this program. See attached for a detailed program budget.

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Exhibit C- Project Budget

KING COUNTY PROGRAM INFORMATION
King County Program ID:
Funding Source:
Bond-capital
Division:
PSB

King County Grant Manager:
Full Program Name:
External Support Project

CONTRACTOR INFORMATION	
Organization Name:	City of Lake Forest Park
Contact Person Name:	Cory Mattson
Contact Person Email:	cmattson@cityoflfp.gov
Organization Address:	17425 Ballinger Way NE
Address Line 2:	
	Lake Forest Park, WA 98020
PSB Contract #:	6495449
Grant/Contract Period:	May 2025 - May 2027

TOTAL GRANT SUMMARY BUD					
Eligible Expense Category	Req	uested Funds	Other Funding Sources	Tota	al Program Cost
Equipment (> \$5,000 per unit)	\$	-		\$	-
Supplies	\$	-		\$	-
Subawards - Contracted	\$	500,000.00		\$	500,000.00
Other Direct Costs	\$	-		\$	-
		\$500,000,00	\$0.00		\$500,000,00

						\$500,000.00	\$0.00	\$500,000.00
DETAILED BUDGET BY EXPENSE CA								
Eligible Expense Category Unit Definition		# of Units	Unit Price	# of Months	Total	Notes		
Examples								
Position title	Hrs/month	160	\$ 25.00	9	\$ 36,000.00			
Laptops	units, one time	50	\$ 500.00	1	\$ 25,000.00			
Health insurance premium	plans	5	\$ 350.00	9	\$ 15,750.00			
Wi-fi hotspots with data plans	units, one time	100	\$ 225.00	1	\$ 22,500.00	prepaid for the year, includes cost of the hotsp	ots with a da	ta plan
Office supplies	one time	n/a	\$ 1,000.00	1	\$ 1,000.00			
Equipment (> \$5,000 per unit)					\$ -			
					\$ -			
					\$ -			
					\$ -			
					\$ -			
Subtotal		0	\$ -	0	\$ -			
Contracted Services					\$ -			
General Construction	one time	1	\$ 500,000.00	1	\$ 500,000.00	Funding will cover a portion of the project's co	nstruction	
					\$ -			
					\$ -			
					\$ -			
Subtotal		1	\$ 500,000.00	1	\$ 500,000.00			
Other Direct Costs					\$ -			
					\$ -			
					\$ -			
					\$ -			
					\$ -			
Subtotal		0	\$ -	0	\$ -			
TOTAL		1	\$ 500,000.00	1	\$ 500,000.00			

Exhibit D- Timeline, Milestones & Performance Metrics

PROJECT/PROGRAM PERIOD

• Construction documentation: Present through December 2025.

• Bidding and award: January through March 2026.

• Project construction: April 2026 through March 2027.

• Project completion: April 2027.

KEY MILESTONES AND DELIVERABLES

Deliverable	Description	Due Date
Virtual Monitoring Meetings	Check-ins between City of	July 2025, October 2025,
	Lake Forest and King County	January 2026, April 2026,
	staff to review program	July 2026, October 2026,
	progress and discuss any	January 2027
	emerging issues (to be	
	scheduled by King County	
	Grants Manager)	
Invoices (with proof of	Monthly payment requests for	Starting in Q3 or Q4 2025
payment)	delivered services	
Final Report	Narrative report with program	May 2027
	results, lessons learned, and	
	cumulative performance data	
	for the full period of	
	performance	

Exhibit E- Insurance Requirements

Insurance Requirements. Recipient shall procure and maintain for the term of this Contract, insurance covering King County as an additional insured, as described in this section, against claims which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or subcontractors. Recipient shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and Endorsements covering King County as additional insured for full coverage and policy limits upon request by King County. The costs of such insurance shall be paid by the Recipient.

The Recipient shall maintain the following types of insurance and minimum insurance limits and requirements:

- Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition. Such insurance shall include coverage for, but not limited to, ongoing operations, products and completed operations, and contractual liability. Such limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status to the County.
- Workers Compensation: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work and Services by applicable federal or "Other States" State law.
- Employers Liability or "Stop Gap" coverage: \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy Part 2 (Employers Liability), or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

EXHIBIT F

TAX COVENANTS

TAX COVENANTS

The Grant Recipient acknowledges that the Grant Award provided by the County for the Project may be proceeds of tax-exempt bonds (the "Bonds") subject to certain requirements of the Internal Revenue Code (the "Tax Code"). The Grant Recipient will take all actions with respect to the Project, and proceeds received for the Project, necessary to assure the exclusion of interest on the Bonds from the gross income of the owners of the Bonds, including but not limited to the following:

Expenditure of Proceeds. The Grant Recipient will expend the Grant Award (proceeds of the Bonds) for capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Tax Code. Bond proceeds may be expended to pay, or reimburse the Grant Recipient for, Project capital expenditures or to repay interim indebtedness incurred for capital expenditures of the Project.

Notice. The Grant Recipient will provide notice of action taken or planned to issue any tax-exempt indebtedness, including bonds, bank loans, or other tax-exempt indebtedness, to finance Project costs.

Treatment as Grant.

The Grant Recipient is a municipality that is not a related party to the County. The County and the Grant Recipient are not members of the same controlled group.

The Grant Recipient is not acting as an agent of the County.

The Grant Award or Agreement does not impose any obligation or condition to directly or indirectly repay any amount to the County (excluding obligations or conditions intended solely to assure expenditure of the transferred moneys in accordance with the governmental purpose of the transfer).

The Grant Award is required to be used for the Project as provided in this Agreement but does not impose any conditions relating to the use of the Project or other property of the Grant Recipient by the County or any of its agencies or authorities.

This Agreement is a grant agreement.

Limitations on Disposition of Project. The Grant Recipient will not sell or otherwise dispose of any components of the Project without prior written approval by the County and compliance with the requirements of this Agreement.

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Record Retention. The Grant Recipient will retain its records of all accounting and monitoring it carries out with respect to the Grant Award received and with respect to the Project for at least three (3) years after the Bonds mature or are redeemed.

Cooperation. The Grant Recipient will provide tax certificates when and as requested by the County or County's bond counsel in order to establish or maintain the tax-exempt status of the Bonds. The Grant Recipient will cooperate in any audit of the Bonds by the Internal Revenue Service, including disclosure of any record, contracts and other materials relating to the Bond proceeds received by the Grant Recipient and the Project.

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EXHIBIT G PREVAILING WAGE CERTIFICATION

The GRANT RECIPIENT, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANT RECIPIENT shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for King County Office of Performance, Strategy and Budget's review upon request.

For any funds are used by the GRANT RECIPIENT for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANT RECIPIENT, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANT RECIPIENT's governing body as of the date and year written below.

SIGNATURE	 	
SIGNATURE		
DATE		

RESOLUTION NO. 25-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, PROVIDING FOR A BALLOT PROPOSITION TO BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, IN CONJUNCTION WITH THE STATE GENERAL ELECTION, OF A PROPOSITION AUTHORIZING THE CITY TO LEVY REGULAR PROPERTY TAXES IN AN AMOUNT IN EXCESS OF THE LIMITATIONS PROVIDED IN CHAPTER 84.55 RCW FOR PUBLIC SAFETY SERVICES BEGINNING IN 2026; SETTING FORTH THE BALLOT TITLE; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, the City of Lake Forest Park is committed to providing essential public safety services, including police protection, 911 dispatch, jail services, criminal justice services such as prosecution and public defense, and mental health crisis response alternatives (together "Public Safety Services"); and

WHEREAS, the City's regular property tax levy rate is currently \$0.71 per \$1,000 of assessed valuation; which is per \$1000 of assessed value less than what is statutorily authorized; and

WHEREAS, chapter 84.55 RCW limits the amount of the City's regular property tax levy to 101% (or 100% plus inflation, if inflation is less than 1%) of the prior highest lawful levy amount (the "Levy Lid"), plus an additional amount for increases in assessed value from or due to new construction, construction of certain renewable energy facilities, and improvements to property and state-assessed property; and

WHEREAS, the cost of providing Public Safety Services has increased significantly over the past four years, including a 24% increase in Public Safety costs from the 2023–2024 biennium to the adopted 2025–2026 budget, driven by rising costs for 911 dispatch services;, jail services;, prosecution; public defense; mental health and crisis intervention programs;, and police wages, and benefits, and equipment; and

WHEREAS, the City cut nearly \$500,000 in proposed spending in the 2025–2026 budget and is operating without sufficient staff to perform necessary administrative functions; and

WHEREAS, the City has diligently pursued contracts beneficial to the City for jail and 911 dispatch services, but providers for these unique services are limited and in the case of 911 dispatch virtually singular; and

WHEREAS, the City has allocated traffic safety camera revenue to public safety expense to the extent allowed by state statute; and

WHEREAS, the City relied on approximately \$840,000 in one-time General Fund contingency funding to balance the 2025–2026 biennial budget, which will be exhausted by 2030 without a revenue enhancement or a reduction in services; and

WHEREAS, maintaining Public Safety Services requires the expenditure of permanent and reliable (i.e., sustainable) revenue in excess of the current Levy Lid; and

WHEREAS, without additional revenue, the City will be forced to reduce or eliminate critical public safety services beginning in the 2027–2029 biennium to maintain sufficient contingency and reserve fund balances; and

WHEREAS, RCW 84.55.050 provides for the levy of regular property taxes in an amount exceeding the Levy Lid if the increased levy is authorized by a ballot proposition approved by a majority of the voters at a special election held within the taxing district (a "Levy Lid Lift"), which proposition may provide that the exemption for low-income senior citizens, disabled veterans, and other people with disabilities authorized by RCW 84.36.381 will apply to the Levy Lid Lift; and

WHEREAS, approval of a Levy Lid Lift ballot proposition would help maintain current levels of Public Safety Services:

WHEREAS, to fund Public Safety Services as described in this resolution and continue that funding for a period of six years, the City Council finds that it is in the City's best interest to present a ballot proposition to the City's voters to increase the City's regular property tax levy above the 1% limitation for six consecutive years; and-

WHEREAS, when the levy lid lift expires in six years, the levy lid will revert to what it would have been if the levy lid lift never existed and the City had only taken the annual 1% increase; and

WHEREAS, the levy lid lift proposed would authorize an increase of approximately \$1.5 million in the City's regular property tax levy by an increase of approximately \$0.32 per 1,000 of assessed valuation, to a maximum rate of \$1.0144/\$1,000, as allowed by Chapter 84.55 RCW; and increase the annual levy for the next five years in the amount of the rate of inflation (Seattle region CPI-U) for 2026-2031 not to exceed 5%; and

WHEREAS, the proposed levy lid lift would set the City's property tax rate below the legal limit of \$1.60/\$1000; and

WHEREAS, the approximately \$1.5 million in additional levy funds would be accounted for separately and those funds would only be used to pay for Public Safety Services.

Commented [KA1]: Changing to "services" because Council hasn't decided what would get cut.

Commented [KA2]: I don't think Council has made this decision yet, so recommend taking this out revise to give Council room for a decision later.

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Commented [PH4]: Confirm rate

Commented [PH5]: Confirm

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

<u>Section 1. Findings and Determinations</u>. The City Council (the "City Council") of City of Lake Forest Park, Washington (the "City"), takes note of the foregoing recitals and incorporates them into this resolution as findings and determinations of the City Council.

Section 2. Ballot Proposition Authorized. The City Council hereby finds that the best interests of the residents of Lake Forest Park requires the submission to the qualified voters of the City, at the general election to be held on November 4, 2025, of a proposition authorizing a multi-year Levy Lid Lift to support Public Safety Services.

Section 3. Levy Rate and Duration. If approved by a majority of voters, the City shall be authorized to levy an additional regular property tax in the amount of \$0.32 per \$1,000 of assessed valuation for levy in 2025 and collection in 2026. The Levy Lid Lift is not to exceed \$1.0144 per \$1,000 of assessed value.

This levy shall be:

- Collected annually for six (6) consecutive years, from 2026 through 2031;
- Increased each year by the annual percentage growth in the Seattle-Tacoma-Bellevue Consumer Price Index for All Urban Consumers (CPI-U), not to exceed five percent (5%) annually: and
- The levy amount collected in 2026 shall become the base for purposes of calculating subsequent levies under RCW 84.55.050.

<u>Section 4. Use of Levy Proceeds</u>. The additional revenue generated by this levy shall be used exclusively for Public Safety Services, including but not limited to:

- Police staffing, training, and equipment;
- 911 dispatch and emergency communication services;
- Jail services:
- Prosecution and public defense costs; and
- Crisis intervention and mental health diversion programs; and
- Services that reduce police response to non-criminal incidents.

Section 5. Exemption for Low-Income Senior Citizens and Disabled Persons. As provided under RCW 84.36.381, low-income senior citizens, disabled veterans, and other disabled persons who qualify shall be exempt from the Levy Lid Lift authorized by this resolution to the extent allowed by law. It is the intent of the City to ensure that this levy does not impose an undue burden on vulnerable residents living on fixed incomes.

<u>Section 6. Calling of Election</u>. The Director of Elections of King County, Washington, as *ex officio* Supervisor of Elections (the "Director of Elections"), is requested to call and conduct a special election, in the manner provided by law, to be held in the City on November 4, 2025 (the "Special Election"), for the purpose of

Commented [PH6]: Need council consensus for rate increase

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submitting to the City's voters, for their approval or rejection, the proposition authorizing the City to increase its regular property tax levy in 2025 for collection in 2026 by an amount greater than otherwise permitted under chapter 84.55 RCW and to use the dollar amount of such levy for the purpose of computing the limitations for the City's subsequent five levies under chapter 84.55 RCW adjusted by the rate of inflation.

<u>Section 7. Form of Ballot Title</u>. Pursuant to RCW 29A.36.071, the City Attorney of the City has prepared the concise description of the aforesaid proposition for the ballot title in substantially the following form:

City of Lake Forest Park
Proposition No. 1
Public Safety Services Levy Lid Lift

The City Council of the City of Lake Forest Park adopted Resolution No. 25-2021to fund Public Safety Services.

This proposition would fund Public Safety Services defined in the Resolution including police services, 911 dispatch, jail services, and mental health crisis response by increasing the City's regular property tax by \$0.32/\$1,000 assessed valuesetting the maximum total regular levy rate at \$1.XXXX/\$1000 for collection in 2026, with annual increases for five years based on inflation (Seattle region CPI-U) not to exceed 5% (not to exceed the \$1.XXXX rate) inflation, not to exceed 5%, and use the 2031 levy as the base for future levies. Qualifying low-income seniors, disabled veterans, and other disabled persons will be exempt under RCW 84.36.381.

Should this proposition be approved?

☐ YES

Section 8. Authorization to Deliver Resolution to Director of Elections and Perform Other Necessary Duties. The chief administrative officer of the City (the "City Administrator") or his designee is authorized and directed to: (a) present a certified copy of this resolution to the Director of Elections no later than August 5, 2025 and (b) perform such other duties as are necessary or required by law to submit to the City's voters at the Special Election, for their approval or rejection, the proposition authorizing the City to increase its regular property tax levy in 2025 for collection in 2026 by an amount greater than otherwise permitted under chapter 84.55 RCW and to use the dollar amount of such levy for the purpose of computing the limitations for the City's subsequent levies under chapter 84.55 RCW for the succeeding five years.

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<u>Section 9. Notices Relating to Ballot Title.</u> For purposes of receiving notice of the exact language of the ballot title required by RCW 29A.36.080, the City Council hereby designates (a) the City Administrator (Phillip Hill), telephone: 206-368-5440; email: phill@cityoflfp.com; and (b) the City Attorney (Kim Adams Pratt), telephone: 425-201-5111; email: Kim@MadronaLaw.com. The City Administrator is authorized to approve changes to the ballot title, as determined necessary.

Section 10. General Authorization and Ratification of Prior Acts. This resolution may be executed by the Mayor or Deputy Mayor of the City, and attested by the City Clerk in tangible medium, manual, facsimile or electronic form under any security procedure or platform, and notwithstanding any other City ordinance, resolution, rule, policy or procedure, or in any other manner evidencing its adoption. The Mayor, City Administrator, City Attorney, Finance Director of the City, and other appropriate officers of the City are individually authorized and directed to take such actions and to create, accept, execute, send, use and rely upon such documents, records and signatures (including in tangible medium, manual, facsimile or electronic form, under any security procedure or platform, and notwithstanding any other City ordinance, resolution, rule, policy or procedure) as in their judgment may be necessary or desirable to effectuate the provisions of this resolution. All actions taken prior to the effective date of this resolution in furtherance of and not inconsistent with the provisions of this resolution are ratified and confirmed in all respects.

<u>Section 11. Severability.</u> If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, holds any provision of this resolution invalid or unenforceable, then the offending provision is null and void, is separate and severable from the remaining provisions of this resolution and in no way affects the validity of the other provisions of this resolution or of the levy or collection of the regular property taxes as so authorized herein.

Section 12. Effective Date. This resolution takes effect upon its adoption.

<u>Section 13. Corrections.</u> The City Clerk is authorized to make necessary corrections to this resolution, including the correction of scrivener's errors, references, ordinance or resolution numbering, and ballot title formatting as required by King County Elections.

PASSED BY A MAJORITY VOTE of this day of, 2025.	he members of the Lake Forest Park Cit	y Council
	APPROVED:	
	Tom French Mayor	

ATTEST/AUTHENTICATED:

Mathew McLean City Clerk

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





CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date June 26, 2025, Regular City Council Meeting

Originating Department Community Development

Contact Person Mark Hofman, Community Development Director

Title Ordinances 25-1309 and 25-1310 / Middle Housing, Accessory Dwelling

Units, and Unit Lot Subdivision Code Amendments

Legislative History

Introduction
 May 22, 2025

— Regular Council Meeting

First Presentation
 June 9, 2025 – Special Council Meeting

Second Presentation
 June 12, 2025 – Public Hearing

Third Presentation
 June 16, 2025 – Special Council Meeting

Council Action
 June 26, 2025 – Adoption scheduled

Attachments:

- 1. Draft Ordinance 25-1309 with Exhibit A
- 2. Draft Ordinance 25-1310 with Exhibit A and B
- 3. SCJ Alliance Technical Memorandum

Executive Summary

The proposed ordinances update Lake Forest Park Municipal Code, Titles 16, 17 and 18, to implement state-mandated requirements for middle housing, accessory dwelling units (ADUs), and unit-lot subdivisions. Compliance with E2SHB 1110 (2023), EHB 1337 (2023), and ESHB 2321 (2024) ensures the City allows at least two dwelling units per residential lot, meets base guidance for accessory dwelling units, and provides streamlined subdivision procedures while preserving local design standards.

Background

Washington's 2023–24 housing legislation requires "Tier 3" cities like Lake Forest Park to allow a minimum of two dwellings per lot and to permit zero-lot-line and unit-lot subdivisions. The Planning Commission held six public work sessions and a public hearing (May 13, 2025) before forwarding a recommendation.

Fiscal & Policy Implications

Adoption aligns local code with state law, avoiding default to the Department of Commerce model ordinance. Implementation will require staff training and public outreach but is expected to be covered by existing budgets of the Planning & Building Department. Permit fee revenue may increase modestly as additional housing applications are submitted.

Alternatives

Options	Results
Defer action	The WA State Department of Commerce's model ordinance would automatically govern after June 30, 2025
 Adopt Ordinance 25-1309 and 25-1310 	Comply with baseline guidance of recent legislation for middle housing and accessory dwelling units

Staff Recommendation

Staff recommends the Council review draft Ordinance 25-1309 and 25-1310, recommend changes to the LFPMC, offer the staff any recommended changes, and adopt the ordinances prior to June 30, 2025.

ORDINANCE NO. 25-1309

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING THE LAKE FOREST PARK MUNICIPAL CODE FOR CONSISTENCY WITH RECENT WASHINGTON STATE LEGISLATION FOR LOT SUBDIVISION; MAKING REVISIONS TO SECTION 17.04.050 DEFINITIONS AND CHAPTER 17.12 SHORT SUBDIVISIONS AND DEDICATIONS; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2023, the Washington State Legislature adopted SB 5258, which among other things, requires cities to allow unit lot subdivisions pursuant to RCW 58.17.060(3); and

WHEREAS, SB 5258 was adopted as part of the State Legislature's recognition of an unprecedented housing crisis for its current population, a lack of housing choices, and the need to meet housing affordability goals for future populations; and

WHEREAS, amendments to align the Lake Forest Park Municipal Code ("LFPMC") with the statutory unit lot subdivision requirement were done in conjunction with other LFPMC amendments required by Engrossed Second Substitute House Bill 1110, Engrossed Second Substitute House Bill 1220, Engrossed Substitute House Bill 2321, and Engrossed House Bill 1337; all intended address Washington's housing crises; and

WHEREAS, various means of public outreach were used including, but not limited to: public meetings; a middle housing webpage and background document digital library; inclusion of community groups; presentations at and feedback from the numerous commissions, boards, and committees associated with the city; and widespread distribution of notification of public hearings; and

WHEREAS, in accordance with the requirements set forth in RCW 36.70A.106, the City provided the Washington State Department of Commerce notice on March 13, 2025, of the City's intent to adopt the proposed development code amendments (Commerce Submittal ID 2025-S-8174) at least 60 days in advance of adoption for the required 60-day State review period; and

WHEREAS, the city received specific review comments from the Washington State Department of Commerce on April 23, 2025, that were incorporated into the proposed amendments by the city's Planning Commission as suggested; and

WHEREAS, in accordance with the State Environmental Policy Act (SEPA), after reviewing a completed environmental checklist and other information on file for the non-

project action, the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) on May 8, 2025, pursuant to WAC 197-11-340 for the proposed code amendments; and

- **WHEREAS,** no appeal was timely field for the May 8, 2025, threshold determination (DNS) and no public comments were received by the City specific to environmental review; and
- **WHEREAS**, the City's Planning Commission held regular public meetings on the proposed code amendments on October 8 and November 12, 2024, and January 4, February 11, March 11, and May 13, 2025; and
- **WHEREAS,** on May 13, 2025, the city's Planning Commission held a duly noticed public hearing on the proposed amendments, accepted testimony and made a formal recommendation of code amendments to the City Council; and
- **WHEREAS,** the City Council held public meetings to review and analyze the code amendments during regular and special meetings on May 22, June 9, June 12, June 16, and June 26, 2025; and
- **WHEREAS,** on June 12, 2025, the City Council held a duly noticed public hearing to accept public testimony and consider the planning commission recommendation and;
- **WHEREAS,** adoption of the ordinance will bring the City of Lake Forest Park into compliance with statutory unit lot subdivision requirements and will serve the general welfare of the public.

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

- <u>Section 1. AMENDMENT</u>. The City Council of the City of Lake Forest Park hereby amends Title 17, Subdivisions, as provided in **Exhibit A** attached hereto.
- <u>Section 2. SEVERABILITY.</u> Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.
- <u>Section 3. CORRECTIONS.</u> The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.
- <u>Section 4. EFFECTIVE DATE.</u> This ordinance shall take effect five (5) days after passage and publication.

APPROVED BY A MAJORITY of the Lake Forest Park City Council this XX day of June, 2025. APPROVED: Tom French Mayor ATTEST/AUTHENTICATED: Matthew McLean City Clerk APPROVED AS TO FORM: Kim Adams Pratt City Attorney Introduced: Adopted: Posted:

Published: Effective:

Title 17 SUBDIVISIONS

Chapter 17.04

GENERAL PROVISIONS

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17.04.050 Definitions.

The following definitions apply throughout this title:

- A. "Administrator for short subdivision" means the administrative official or his designate.
- B. "Cul-de-sac" means a dead-end street terminating in a circular area with a minimum diameter of 80 feet. The improved portion of the circular area shall be 64 feet in diameter.
- C. "Dedication" means the deliberate setting aside of land by an owner for any general and public use, reserving to himself no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a plat showing the dedication thereon, and the acceptance by the public shall be evidenced by the approval of such plat in the manner provided in this title.
- D. "Easement" means a right given by a property owner of the use of a strip of land by the public, a corporation or persons for specific purpose or purposes. Minimum width or road easement shall be 20 feet with improved surface to be determined at the discretion of the administrative official.
- E. "Improved roadway" means that portion of the street right-of-way which is surfaced with an asphaltic or better surface.
- F. "Lot" means a fractional part of subdivided lands having fixed boundaries, and being of sufficient area, and dimension to meet minimum zoning requirements, and having a minimum development requirements. 75 footfrontage on a public right of way or a minimum 30 foot frontage on the circular portion of a cul de sac.
- G. "Lot, parent" means a lot which is subdivided into unit lots through the unit lot subdivision process.
- H. "Lot, unit" means a lot created from a parent lot and approved through the unit lot subdivision process.
- G.I. "Plat" means a map or pictorial representation of a subdivision.
- H.J. "Short subdivision" means the division of land into four or fewer lots, tracts, parcels, sites, or divisions for the purpose of sale, lease, transfer, or building development. Short subdivision includes unit lot subdivisions that divides or redivides land into four or fewer lots, tracts, parcels or sites for the purpose of sale, lease, or transfer of ownership. In determining the number of lots, tracts, parcels or sites, the count shall include all lots, tracts, parcels or sites, including any that may be considered a parent lot under the unit lot subdivision sections of this Title.
- **H.K.** "Solar energy system" means any device or combination of devices or elements which rely upon direct sunlight as an energy source including but not limited to any substance or device which collects sunlight for use in:
 - 1. The heating or cooling of a building;
 - 2. The heating or pumping of water;
 - 3. Industrial, commercial, or agricultural processes; or
 - 4. The generation of electricity.

A solar energy system may be used for purposes in addition to the collection of solar energy. The uses include, but are not limited to, serving as a structural member, part of a roof, a window, or a wall of a building.

- <u>H.L.</u> "Subdivision" means the division of land into five or more lots, tracts, parcels, sites, or divisions for the purpose of sale, lease, transfer, or building development.
- M. "Unit lot subdivision" means the division of a parent lot into two or more unit lots (up to a maximum of four lots, tracts, parcels or sites) within a development and approved through the unit lot subdivision process.
- N. "Zero lot line subdivision" means the division of land in which through a unit lot subdivision the location of each building is placed in such a manner that one or more of the building's sides rest directly on a lot line.

Chapter 17.12

SHORT SUBDIVISIONS AND UNIT LOT SUBDIVISIONS DEDICATIONS

17.12.010 Application – Preliminary consideration.

A. Application for short subdivisions and unit lot subdivisions shall be made to the city clerk on a form established by the planning commission and reviewed by the Community Development Director administrator/building official and the planning commission chairman.

B. The application shall contain sufficient information, including a sketch of the proposal sufficient to indicate the general acceptability of the layout as submitted. The applicant must complete all requirements for final approval within six months of the original application.

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17.12.030 Application – Publication.

Notice of application for a short subdivisions and unit lot subdivisions shall be given by one publication in the official newspaper of record for the city and by first-class mail to owners of property within 300 feet of any boundary of the subject property. The proposed development site shall also be posted, identifying the total area of the plat, the number and typical lot size, the proposed use, and the name of the applicant.

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17.12.050 <u>Development Design</u> standards.

- A. The proposed <u>short</u> subdivision <u>or unit lot subdivision</u> shall comply with the comprehensive plan and the <u>development regulations zoning ordinance</u>.
- B. Curb, gutter, pavement, and storm drainage facilities may be required at the discretion of the administrative official to prevent stormwater erosion and damage.
- C. The proposed <u>short</u> subdivisions <u>or unit lot subdivision</u> shall provide necessary utility and drainage easements and the grantees thereof shall agree in writing to restore the easement rights-of-way to their original condition after any installation, maintenance or repair.
- D. The administrative official may require additional information from the applicant to determine whether the project must be reviewed under the provisions of the State of Washington Environmental Protection Act (Chapter 43.21C RCW) and as the same may be amended and supplemented from time to time. Preliminary approval of the short subdivision or unit lot subdivision shall not be given until all requirements of the Act are fulfilled. If a stream or natural drainage may exist in the proposed short subdivision or unit lot subdivision it shall not be altered until an assessment is made of potential environmental effects.

17.12.060 Fees and approval procedures.

- A. The person proposing to subdivide shall pay a fee as established periodically by city council resolution.
- B. The administrative official, together with the planning commission chairman shall approve or disapprove the short subdivision or unit lot subdivision if the application is in proper form and the short subdivision or unit lot subdivision complies with the foregoing.
- C. Action will ordinarily be taken on <u>short</u> subdivisions <u>or unit lot subdivisions</u> <u>of this type</u> within <u>1</u>20 days from the date the application <u>if is</u> filed. No construction of structures, utilities, grading or excavation shall be allowed prior to the official approval of the <u>short</u> subdivision or <u>unit lot subdivision</u>.
- D. If the necessary criteria have not been complied with, the administrative official, together with the planning commission chairman may either disapprove the application or require that the applicant make necessary changes which would cause them to give their approval.

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17.12.080 Filing and recording requirements.

- A. Short plats may require surveys and monuments.
- B. The regulations shall require filing of a short plat for record in the office of the county auditor (King County department of records).
- C. Filing standards for short subdivisions and unit lot subdivisions are:
 - 1. The short plat should be standard engineering drawing size (e.g., eight-and-one-half inches by 14 inches).
 - 2. The legal description may be written by licensing engineer or land surveyor or by a real estate title company unless otherwise determined by the administrative official.
 - 3. The scale of drawing shall be an engineering scale, normally one inch equals 20 feet.
 - 4. Existing structures shall show dimensions to lot lines.
 - 5. Items to be placed on drawings:
 - a. Name or number of short plat and date;
 - b. Existing and proposed owners, if relevant;
 - c. Lots defined by large letters, "A", "B", "C" and "D", and by square footage;
 - d. Exact location of short plat by vicinity map and streets bordering the short subdivision.
 - 6. Other requirements set forth in this chapter.
- D. Recording of Short Subdivisions and Unit Lot Subdivisions.
 - 1. Notices of short subdivision <u>or unit lot subdivision</u> approval shall be prepared for recording on the form prepared by the administrative official.
 - 2. The original of the short plat, together with a copy of the completed notice of short subdivision or unit lot subdivision approval, shall be filed with the King County department of records by the subdivider. A copy of the short plat and notice of short subdivision or unit lot subdivision approval shall be furnished for the city short-plat file.

17.12.090 Unit lot subdivision.

A lot may be divided into separately owned unit lots and common areas, provided the following standards are met.

- A. Process. Unit lot subdivisions shall follow the application, review, and approval procedures for a short subdivision.
- B. Applicability. A lot to be developed with middle housing with multiple units, in which no dwelling units are stacked on another dwelling unit or other use, may be subdivided into individual unit lots as provided herein.
- C. <u>Development as a whole on the parent lot, rather than individual unit lots, shall comply with applicable design and development standards.</u>
- D. Subsequent platting actions and additions or modifications to structure(s) may not create or increase any nonconformity of the parent lot.
- E. Access easements, joint use and maintenance agreements, and covenants, conditions and restrictions (CC&Rs) identifying the rights and responsibilities of property owners and/or the homeowners' association shall be executed for use and maintenance of common garage, parking, and vehicle access areas; bike parking; solid waste collection areas; underground utilities; common open space; shared interior walls; exterior building facades and roofs; and other similar features shall be recorded with the county auditor.
- F. Portions of the parent lot not subdivided for individual unit lots shall be owned in common by the owners of the individual unit lots, or by a homeowners' association comprised of the owners of the individual unit lots.
- G. Notes shall be placed on the face of the plat or short plat as recorded with the county auditor to state the following:
 - 1. The title of the plat shall include the phrase "Unit Lot Subdivision."
 - 2. Approval of the development on each unit lot was granted by the review of the development, as a whole, on the parent lot.
- H. Effect of Preliminary Approval. Preliminary approval constitutes authorization for the applicant to develop the required facilities and improvements, upon review and approval of construction drawings by the public works department. All development shall be subject to any conditions imposed by the city on the preliminary approval.
- I. Revision and Expiration. Unit lot subdivisions follow the revision and expiration procedures for a short subdivision.
- J. The parent lot of any unit lot subdivision must continue to meet the overall tree canopy coverage requirements specified in Chapter 16.14 LFPMC, though individual unit lots within a unit lot subdivision may not.

ORDINANCE NO. 25-1310

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING THE LAKE FOREST PARK MUNICIPAL CODE FOR CONSISTENCY WITH RECENT WASHINGTON STATE LEGISLATION FOR MIDDLE HOUSING AND ACCESSORY DWELLING UNITS; MAKING REVISIONS TO CHAPTER 16.14 TREE CANOPY PRESERVATION AND ENHANCEMENT, CHAPTER 18.08 DEFINITIONS, CHAPTER 18.12 ZONING MAP, CHAPTER 18.16 RS-20 SINGLE FAMILY RESIDENTIAL LOW, CHAPTER 18.18 RS-15 SINGLE FAMILY RESIDENTIAL MODERATE, CHAPTER 18.20 RS-10 SINGLE FAMILY RESIDENTIAL MODERATE/HIGH, CHAPTER 18.21 RS SINGLE FAMILY RESIDENTIAL MODERATE CHAPTER 18.22 RS 7.2 SINGLE FAMILY RESIDENTIAL HIGH, CHAPTER 18.24 RM-3600 RESIDENTIAL MULTIFAMILY. CHAPTER 18.45 SG-SFR SOUTHERN GATEWAY SINGLE FAMILY RESIDENTIAL, CHAPTER 18.47 SG-T SOUTHERN GATEWAY TRANSITION, CHAPTER 18.50 DEVELOPMENT STANDARDS. SECTION 18.58.030 **PARKING** REQUIRED, AND SECTION 18.62.080 LANDSCAPE TYPES OF THE LAKE FOREST PARK MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2023, the Washington State Legislature passed Engrossed Second Substitute House Bill (E2SHB) 1110, related to middle housing; and

WHEREAS, in passing E2SHB 1110, the State legislature found that Washington is facing an unprecedented housing crisis for its current population and a lack of housing choices, and is not likely to meet affordability goals for future populations; and

WHEREAS, the State legislature further found that in order to meet the goal of 1,000,000 new homes statewide by 2044, and enhanced quality of life and environmental protection, innovative housing policies will need to be adopted and that increasing housing options that are more affordable to various income levels is critical to achieving the state's housing goals, including those established by the legislature in Engrossed Second Substitute House Bill No. 1220; and

WHEREAS, in 2024, the Washington State Legislature passed Engrossed Substitute House Bill 2321 (ESHB 2321, as amended by the Senate) modifying the middle housing requirements in E2SHB 1110 to further clarify how cities are to bring their land use codes into compliance with legislation; and

WHEREAS, Lake Forest Park is classified as a "Tier 3 city" under the middle housing legislation and is required to have a compliant code by June 30, 2025, six months after the mandated periodic update of the city's Comprehensive Plan under the Growth Management Act; and

WHEREAS, under the middle housing legislation, Lake Forest Park is required to allow two dwelling units on any lot that is zoned for residential development; and

WHEREAS, in 2023, the Washington State Legislature also adopted requirements for accessory dwelling units in Engrossed House Bill 1337 (EHB 1337) and imposed requirements on cities to bring their land use codes into compliance with that legislation by June 30, 2025; and

WHEREAS, under the accessory dwelling unit legislation, Lake Forest Park is required to allow up to two accessory dwelling units on residential lots with single-family homes, but only up to the density requirements in the middle housing legislation; and

WHEREAS, on December 12, 2025, the City Council passed Ordinance No. 24-1306 incorporating middle housing and accessory dwelling unit policies into the Housing Element of the Comprehensive Plan as required by State legislation and the Growth Management Act; and

WHEREAS, in order to ensure consistency between State law and the Lake Forest Park Municipal Code (LFPMC), specific updates/amendments are required; and

WHEREAS, the Washington State Legislature continues to change housing laws and impose additional mandates on cities, therefore, Lake Forest Park is implementing the requirements applicable as this Ordinance was being developed, but intends to continue to work on housing, planning, and development issues including considering additional policy amendments to the Comprehensive Plan and code amendments to the LFPMC; and

WHEREAS, during the course of developing the proposed ordinance amending LFPMC, various means of public outreach were used including, but not limited to: public meetings; a middle housing webpage and background document digital library; inclusion of community groups; presentations at and feedback from the numerous commissions, boards, and committees associated with the city; and widespread distribution of notification of public hearings; and

WHEREAS, in accordance with the requirements set forth in RCW 36.70A.106, the City provided the Washington State Department of Commerce notice on March 13, 2025, of the City's intent to adopt the proposed development code amendments (Commerce Submittal ID 2025-S-8174) at least 60 days in advance of adoption for the required 60-day State review period; and

- WHEREAS, the city received specific review comments from the Washington State Department of Commerce on April 23, 2025, for consideration and inclusion into the proposed code amendments, to be consistent with the statutory guidelines for middle housing and accessory dwelling units, and the comments were incorporated into the proposed amendments by the city's Planning Commission as suggested; and
- WHEREAS, in accordance with the State Environmental Policy Act (SEPA), after reviewing a completed environmental checklist and other information on file for the non-project action, the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) on May 8, 2025, pursuant to WAC 197-11-340 for the proposed code amendments; and
- **WHEREAS,** no appeal was timely field for the May 8, 2025, threshold determination (DNS) and no public comments were received by the City specific to environmental review; and
- **WHEREAS,** the City's Planning Commission held regular public meetings on the proposed code amendments on October 8 and November 12, 2024, and January 4, February 11, March 11, and May 13, 2025; and
- **WHEREAS,** on May 13, 2025, the city's Planning Commission held a duly noticed public hearing on the proposed amendments, accepted testimony and made a formal recommendation of code amendments to the City Council; and
- **WHEREAS,** the City Council held public meetings to review and analyze the code amendments during regular and special meetings on May 22, June 9, June 12, June 16, and June 26, 2025; and
- **WHEREAS,** on June 12, 2025, the City Council held a duly noticed public hearing to accept public testimony and consider the planning commission recommendation; and
- **WHEREAS,** adoption of the ordinance will bring the City of Lake Forest Park into compliance with the Middle Housing and accessory dwelling unit state legislation and will serve the general welfare of the public.
- NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, DO ORDAIN AS FOLLOWS:
- <u>Section 1. AMENDMENT</u>. The City Council of the City of Lake Forest Park hereby amends Title 18, Planning and Land Use Regulations, as provided in **Exhibit A** attached hereto.
- Section 2. <u>AMENDMENT ZONING MAP</u>. The City Council of the City of Lake Forest Park hereby amends the map titled "City of Lake Forest Park Zoning Map" referenced in LFPMC 18.12.010 and attached hereto as **Exhibit B**.

<u>Section 3. SEVERABILITY.</u> Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

<u>Section 4. CORRECTIONS.</u> The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

<u>Section 5. EFFECTIVE DATE.</u> This ordinance shall take effect five (5) days after passage and publication.

APPROVED BY A MAJORITY of the Lake Forest Park City Council this XX day of June, 2025.

	APPROVED:
	Tom French Mayor
ATTEST/AUTHENTICATED:	
Matthew McLean City Clerk	
APPROVED AS TO FORM:	
Kim Adams Pratt	
City Attorney	
Introduced:	
Adopted:	
Posted:Published:	

Section	7	140 m 1

Effective:

Title 16 ENVIRONMENTAL PROTECTION

Chapter 16.14

TREE CANOPY PRESERVATION AND ENHANCEMENT

16.14.070 Tree permit approval criteria and conditions.

The following are criteria by which tree permits in LFPMC 16.14.040 are approved, conditioned, or denied:

A. The tree canopy coverage goal for the lot sizes and land use types is set forth in Table 2 below. Tree canopy coverage is measured by the percentage of canopy provided by existing trees or the projected canopy coverage to be provided by newly planted or immature trees (when such trees reach 30 years of age).

Table 2: Canopy Coverage Goal

Zoning and Lot Size	Canopy Coverage Goal
Residential (R-20, R-15) Single family lots greater than 15,000 square feet	58%
Residential (R-10) Single-family lots 10,000 – 15,000 square feet	39%
Residential (R-9.6, R-7.2) Single-family lots less than 10,000 square feet	28%
Multifamily	15%
Commercial	15%
Southern Gateway Low Density Residential (SG-LDR) Single Family	15%
Southern Gateway Transition	10%
Southern Gateway Corridor	5%

Title 18 PLANNING AND LAND USE REGULATIONS

Chapter 18.08

DEFINITIONS

18.08.010 Applicability.

For the purpose of the chapter, the definition of words and terms used in this title shall be as provided in this chapter and as defined in the Uniform Building Code, current edition, as adopted by the state of Washington.

18.08.020 Accessory use or accessory building.

"Accessory use" or "accessory building" means a use, structure, building or portion of a building located on the same lot as the main use or building to which it is accessory.

18.08.030 Accessory dwelling unit (ADU), attached.

"Attached accessory dwelling unit" means a dwelling unit which is located on the same parent lot as a primary dwelling unit either subordinate in floor area to a single family dwelling unit and is located within or attached to a single-family dwelling unit. An accessory dwelling unit that exceeds the size limitations set forth in LFPMC 18.50.050, is defined as a duplex unit if attached to another dwelling unit.

18.08.033 Accessory dwelling unit (DADU), detached.

"Detached accessory dwelling unit" means a dwelling unit <u>located on the same parent lot as a primary dwelling unit</u> which is subordinate in floor area to a single family dwelling unit and is constructed as part of an accessory building, <u>detached from the primary dwelling unit</u>. A detached accessory dwelling unit that exceeds the size limitations set forth in LFPMC 18.50.050, is defined as a cottage.

18.08.035 Active ground floor uses.

"Active ground floor uses" means a use that promotes an active pedestrian environment on the ground floor of a mixed use, commercial, office, residential building or freestanding parking structure, and includes retail establishments, restaurants, catering, arts and craft studios, pubs, salons, day spas, health clubs and exercise studios, professional services offices, medical and dental offices, day cares, artisanal/craft production and retail, and other uses determined to be substantially similar by the director or through development agreement proposals.

18.08.040 Administrative Design Review

"Administrative design review" means a development permit process whereby an application is reviewed, approved, or denied by the community development director or their designee based solely on documented design and development standards without a public predecision hearing, unless such review is otherwise required by state or federal law, or the structure is a designated landmark or historic district established by the City. The city may utilize public meetings, hearings, or voluntary review boards to consider, recommend, or approve requests for variances from locally established design review standards.

18.08.04018.08.045 Adult family home.

"Adult family home" means the regular family abode of a person or persons who are providing personal care, room and board to more than one but not more than four adults who are not related by blood or marriage to the person or persons providing the services; except that a maximum of six adults may be permitted if the Washington State Department of Social and Health Services determines that the home and provider are capable of meeting the standards provided for by law.

18.08.100 Apartment.

"Apartment" means a room, or a suite of two or more rooms in a multiple dwelling or in any other building not a single-family residence or two-unit middle housing residence. dwelling or a two-family dwelling occupied or suitable for occupancy as a dwelling unit for one family.

. . .

18.08.255 Cottage housing.

"Cottage housing" means residential units on a lot with a common open space that either: (a) Is owned in common; or (b) has units owned as condominium units with property owned in common and a minimum of 20 percent of the lot size as open space.

18.08.260 Council.

"Council" means the city council of the city.

18.08.263 Courtyard apartments.

"Courtyard apartments" means attached dwelling units arranged on two or three sides of a yard or court.

18.08.265 Cultural, entertainment, and/or recreational facility.

"Cultural, entertainment, and/or recreational facility" means a facility providing cultural, entertainment, and/or recreational services, including but not limited to: theaters, performing arts centers, museums, play facilities, dance studios, health clubs and physical fitness facilities; however, it shall not be interpreted to include adult use establishments as defined in LFPMC 18.08.050.

18.08.270 Day care.

"Day care," "family day care," and "adult day care" mean a facility used for providing the regularly scheduled onpremises care of children or adults for less than a 24-hour period. A Type I day care facility is a facility providing care for 12 or fewer children or adults. A Type II day care is a facility providing care for more than 12 children or adults.

18.08.275 Development regulations

"Development regulations" or "regulation" means the controls placed on development or land use activities by the city, including, but not limited to, zoning ordinances, critical areas ordinances, shoreline master programs, official controls, planned unit development ordinances, subdivision ordinances, and binding site plan ordinances together with any amendments thereto. A development regulation does not include a decision to approve a project permit application, as defined in RCW 36.70B.020, even though the decision may be expressed in a resolution or ordinance of the city council.

18.08.277 **Duplex.**

"Duplex" means a residential building with two attached dwelling units.

18.08.280 Dwelling, multifamily.

"Multifamily dwelling" means a residential building designed for or occupied by two or more families, with the number of families in residence not exceeding the number of dwelling units provided. Middle housing is a type of multifamily dwelling.

18.08.290 Dwelling, single-family.

"Single-family dwelling" means a <u>single</u> detached <u>primary</u> residential dwelling unit., <u>designed for and occupied by one family.</u>

<u>. . .</u>

18.08.450 Major transit stop.

"Major transit stop" means:

- (A) <u>a stop on a high capacity transportation system funded or expanded under the provisions of chapter 81.104 RCW</u>:
- (B) commuter rail stops;
- (C) stops on rail or fixed guideway systems;
- (D) stops on bus rapid transit routes, including those stops that are under construction.

18.08.455 Manufactured housing.

"Manufactured housing" means a single-family dwelling constructed after June 15, 1976, in accordance with the U.S. Department of Housing and Urban Development (HUD) requirements for manufactured housing and bearing the appropriate insignia indicating such compliance. Manufactured housing is prefabricated or assembled at a place other than a building site and is located and installed in the same manner as conventional housing, except to the extent that construction standards are regulated by the Washington State Department of Labor and Industries (Chapter 43.22 RCW). (Ord. 773 § 3, 1999)

18.08.441 18.08.460 Marijuana or cannabis.

"Marijuana" or "cannabis" means all or part of the plant cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. (Ord. 1095 § 3, 2015)

18.08.44218.08.461 Marijuana processor.

"Marijuana processor" means a person licensed by the state Liquor Control Board to process marijuana into usable marijuana and marijuana-infused products, package and label usable marijuana and marijuana-infused products for sale in retail outlets, and sell usable marijuana and marijuana-infused products at wholesale to marijuana retailers. (Ord. 1095 § 4, 2015)

18.08.44318.08.462 Marijuana producer.

"Marijuana producer" means a person licensed by the state Liquor Control Board to produce and sell at wholesale to marijuana processors and other marijuana producers. (Ord. 1095 § 5, 2015)

18.08.44418.08.463 Marijuana retailer.

"Marijuana retailer" means a person licensed by the state Liquor Control Board to sell usable marijuana and marijuana-infused products in a retail outlet. (Ord. 1095 § 6, 2015)

18.08.44518.08.464 Marijuana-infused products.

"Marijuana-infused products" means products that contain marijuana or marijuana extracts and are intended for human use. The term "marijuana-infused products" does not include usable marijuana. (Ord. 1095 § 7, 2015)

18.08.44618.08.465 Marijuana retail outlet.

"Marijuana retail outlet" means a location licensed by the state Liquor Control Board for the retail sale of usable marijuana and marijuana-infused products. (Ord. 1095 § 8, 2015)

18.08.44718.08.466 Marijuana, usable.

"Usable marijuana" means dried marijuana flowers. The term "usable marijuana" does not include marijuana infused products. (Ord. 1095 § 9, 2015)

18.08.45018.08.470 Medical-dental clinic.

"Medical-dental clinic" means a building or group of buildings designed for the use of, and occupied and used by, physicians and dentists and others engaged professionally in such healing arts for humans as are recognized by the

laws of the state of Washington, including medical clinics; and including the installation and use of therapeutic equipment, X-ray equipment or laboratories, chemical, biochemical, and biological laboratories used as direct accessories to the medical-dental profession; dental laboratories including facilities for the making of dentures on prescription; pharmacies limited to the retail dispensing of pharmaceuticals and sick room supplies (but not room or orthopedic equipment or furniture); provided, there shall be no exterior display windows or signs pertaining to such accessory uses other than a directory sign. (Ord. 773 § 3, 1999)

18.08.475 Middle housing.

"Middle housing" means buildings that are compatible in scale, form, and character with single-family houses and contain two or more attached, stacked, or clustered homes including duplexes, triplexes, fourplexes, sixplexes, townhouses, stacked flats, courtyard apartments, and cottage housing.

18.08.46018.08.477 Mitigation.

- "Mitigation" means the use of any or all of the following actions that are listed in descending order of preference:
- A. Avoiding the impact altogether by not taking a certain action or parts of an action;
- B. Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts;
- C. Rectifying the impact by repairing, rehabilitating or restoring the affected sensitive area;
- D. Reducing or eliminating the impact over time by preservation or maintenance operations during the life of the development proposal;
- E. Compensating for the impact by replacing, enhancing or providing substitute sensitive areas and environments;
- F. Monitoring the impact and taking appropriate corrective measures. (Ord. 773 § 3, 1999)

18.08.470 Manufactured housing.

"Manufactured housing" means a single family dwelling constructed after June 15, 1976, in accordance with the U.S. Department of Housing and Urban Development (HUD) requirements for manufactured housing and bearing—the appropriate insignia indicating such compliance. Manufactured housing is prefabricated or assembled at a place—other than a building site and is located and installed in the same manner as conventional housing, except to the—extent that construction standards are regulated by the Washington State Department of Labor and Industries—(Chapter 43.22 RCW). (Ord. 773 § 3, 1999)

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18.08.615 Single-family zones.

"Single-family zones" means those zones where single-family detached residences are the predominant land use.

18.08.617 Stacked flat.

"Stacked flat" means dwelling units in a residential building of no more than three stories on a residential zoned lot in which each floor may be separately rented or owned.

18.08.620 Street.

"Street" means a public or recorded private thoroughfare which affords primary means of access to abutting property.

18.08.630 Structural alterations.

"Structural alterations" means any change in the supporting members of a building or structure, such as foundations, bearing walls, columns, beams, floor or roof joists, girders or rafters, or changes in the interior dimensions of the building or structure, or increase in floor space.

18.08.635 Solar energy system.

"Solar energy system" means solar energy devices or design features of a building used for the collection, storage, and distribution of solar energy for space heating, space cooling, lighting, electric generation, or water heating.

18.08.640 Substandard lot.

"Substandard lot" means a lot or parcel of land which has less than the required minimum area or width as established by the zone in which it is located and provided that such lot or parcel was of record as a legally created lot on the effective date of the ordinance codified in this title.

18.08.650 Tier 3 city.

"Tier 3 city" means a city with a population of less than 25,000 that is within a contiguous urban growth area with the largest city in a country with a population of more than 275,000, based on 2020 Office of Financial Management population estimates. The City of Lake Forest Park is classified as a Tier 3 city.

18.08.655 Townhouses.

"Townhouses" means buildings that contain three or more attached single-family dwelling units that extend from foundation to roof and that have a yard or public way on not less than two sides.

18.08.65018.08.657 Transit park and ride lot.

"Transit park and ride lot" means a parking lot, whether publicly or privately owned, providing vehicle parking and passenger and vehicular circulation specifically for the purpose of access to a metropolitan public transportation system as defined in RCW 35.58.020(14).

18.08.660 Unit density.

"Unit density" means the number of dwelling units allowed on a lot, regardless of lot size.

18.08.66018.08.665 Use.

"Use" means the nature of the occupancy, the type of activity, or the character and form of improvements to which land is devoted or may be devoted.

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18.08.690 Yard.

"Yard" means those open <u>areas spaces</u> on a lot other than a court, that are unoccupied and unobstructed by buildings, except as otherwise provided in this title. (Ord. 773 § 3, 1999)

Chapter 18.12

ZONING MAP

18.12.010 Zones established.

The following zones are hereby established: RS-20, RS-15, RS-10, RS-9.6, RS-7.2, RM-3600, RM-2400, RM-1800, RM-900, BN, CC, TC, SG-LDSFR, SG-T and SG-C. The location and boundaries of the various zones are such as are shown on the map titled "City of Lake Forest Park Zoning Map" codified in this title and made a part of this title.

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18.12.050 Reference to zones.

Whenever the terms "RS" and "RM" are used in this title, they refer to all zones containing these letters in their titles.

Chapter 18.16

RS-20 SINGLE-FAMILY

RESIDENTIAL, LOW

18.16.010 Permitted uses.

The following are permitted uses in an RS-20 zone:

- A. A single-family dwelling of a permanent character, placed in a permanent location.
- B. A single middle-housing dwelling made up of two units in any of the following configurations:

Side-by-side duplex;

Stacked flats;

Courtyard apartments; or

Cottage housing.

- **B.C.** Home occupations, provided they meet the criteria in LFPMC 18.50.040.
- C.D. Accessory buildings and structures in accordance with the provisions in LFPMC 18.50.060.
- D.E. Manufactured housing bearing the certification of the State of Washington Department of Labor and Industries.
- **E.F.** Accessory dwelling units in accordance with the provisions in LFPMC 18.50.050.
- **F.G.** Signs in accordance with the provisions in Chapter 18.52 LFPMC.
- G.H. Type I day care facility in accordance with the provisions in LFPMC 18.50.045.

18.16.020 Conditional uses.

Conditional uses and associated development standards, if any, for an RS-20 zone are those identified in Chapter 18.54 LFPMC.

18.16.030 Lot area.

The minimum required area of a lot in an RS-20 zone shall be 20,000 square feet.

18.16.040 Street frontage.

The minimum street frontage in an R\$-20 zone shall be 75 feet along a public street right-of-way.

18.16.050 Lot coverage.

No building or combination of buildings, including accessory buildings, shall occupy or cover more than 25 percent of the net lot area in an RS-20 zone.

18.16.060 Yards.

The following setbacks shall apply in an RS-20 zone:

- A. Front yard: Not less than 20 feet measured at a right angle to the front line;
- B. Side yards: A minimum combined width of 15 feet, not less Not less than five feet setback on either side, with a minimum combined width of 15 feet, measured from the property line to the nearest point of the building;
- C. Rear yard: Not less than 20 feet.

18.16.070 Building height limit.

The building height limit in an RS-20 zone shall not exceed 30 feet.

18.16.080 Impervious surface.

The maximum impervious surface allowed in an RS-20 zone shall be 35 percent of the lot area.

18.16.090 Tree canopy coverage.

<u>Development of permitted and conditional uses must meet the tree canopy coverage requirements specified in the Lake Forest Park Municipal Code (including, without limitation, in LFPMC 16.14.070 and 17.12.90.J).</u>

Chapter 18.18

RS-15 SINGLE-FAMILY

RESIDENTIAL, MODERATE

18.18.010 Permitted uses.

The following are permitted uses in an RS-15 zone:

- A. A single-family dwelling of a permanent character, placed in a permanent location.
- B. A single middle-housing dwelling made up of two units in any of the following configurations:

Side-by-side duplex

Stacked flats

Courtyard apartments

Cottage housing

- **B.C.** Home occupations, provided they meet the criteria in LFPMC 18.50.040.
- C.D. Accessory buildings and structures in accordance with the provisions in LFPMC 18.50.060.
- <u>D.E.</u> Manufactured housing bearing the certification of the State of Washington Department of Labor and Industries.
- E.F. Accessory dwelling units in accordance with the provisions in LFPMC 18.50.050.
- **F.G.** Signs in accordance with the provisions in Chapter 18.52 LFPMC.
- G.H. Type I day care facility in accordance with the provisions in LFPMC 18.50.045.

18.18.020 Conditional uses.

Conditional uses and associated development standards, if any, for an RS-15 zone are those identified in Chapter 18.54 LFPMC.

18.18.030 Lot area.

The minimum required area of a lot in an RS-15 zone shall be 15,000 square feet.

18.18.040 Street frontage.

The minimum street frontage in an RS-15 zone shall be 75 feet along a public street right-of-way.

18.18.050 Lot coverage.

No building or combination of buildings, including accessory buildings, shall occupy or cover more than $27 \frac{1}{2}$ percent of the net lot area in an RS-15 zone.

18.18.060 Yards.

The following setbacks shall apply in an RS-15 zone:

- A. Front yard: Not less than 20 feet measured at a right angle to the front line;
- B. Side yards: A minimum combined width of 15 feet, nNot less than five feet on either side, with a minimum combined width of 15 feet, measured from the property line to the nearest point of the building;
- C. Rear yard: Not less than 20 feet.

18.18.070 Building height limit.

The building height limit in an RS-15 zone shall not exceed 30 feet.

18.18.080 Impervious surface.

The maximum impervious surface allowed in an RS-15 zone shall be 40 percent of the lot area.

18.18.090 Tree canopy coverage.

<u>Development of permitted and conditional uses must meet the tree canopy coverage requirements specified in the Lake Forest Park Municipal Code (including, without limitation, in LFPMC 16.14.070 and 17.12.90.J).</u>

Chapter 18.20

RS-10 SINGLE-FAMILY RESIDENTIAL, MODERATE/HIGH

18.20.010 Permitted uses.

The following are permitted uses in an RS-10 zone:

- A. A single-family dwelling of a permanent character, placed in a permanent location.
- B. A single middle-housing dwelling made up of two units in any of the following configurations:

Side-by-side duplex

Stacked flats

Courtyard apartments

Cottage housing

- B.C. Home occupations, provided they meet the criteria in LFPMC 18.50.040.
- C.D. Accessory buildings and structures in accordance with the provisions of LFPMC 18.50.060.
- D.E. Manufactured housing bearing the certification of the State of Washington Department of Labor and Industries.
- **E.F.** Accessory dwelling units in accordance with the provisions in LFPMC 18.50.050.
- **F.G.** Signs in accordance with the provisions in Chapter 18.52 LFPMC.
- G.H. Type I day care facility in accordance with the provisions in LFPMC 18.50.045.

18.20.020 Conditional uses.

Conditional uses and associated development standards, if any, for an RS-10 zone are those identified in Chapter 18.54 LFPMC.

18.20.030 Lot area.

The minimum required area of a lot in an RS-10 zone shall be 10,000 square feet.

18.20.040 Street frontage.

The minimum street frontage in an RS-10 zone shall be 75 feet along a public street right-of-way.

18.20.050 Lot coverage.

No building or combination of buildings, including accessory buildings, shall occupy or cover more than 30 percent of the net lot area in an RS-10 zone.

18.20.060 Yards.

The following setbacks shall apply in an RS-10 zone:

- A. Front yard: Not less than 20 feet measured at a right angle to the front line;
- B. Side yards: A minimum combined width of 15 feet, nNot less than five feet on either side, with a minimum combined width of 15 feet measured from the property line to the nearest point of the building;
- C. Rear yard: Not less than 15 feet; except as provided in LFPMC 18.50.060.

18.20.070 Building height limit.

The building height limit in an RS-10 zone shall not exceed 30 feet.

18.20.080 Impervious surface.

The maximum impervious surface allowed in an RS-10 zone shall be 45 percent of the lot area.

18.20.090 Tree canopy coverage.

<u>Development of permitted and conditional uses must meet the tree canopy coverage requirements specified in the Lake Forest Park Municipal Code (including, without limitation, in LFPMC 16.14.070 and 17.12.90.J).</u>

Chapter 18.21

RS-9.6 SINGLE-FAMILY RESIDENTIAL, MODERATE/HIGH

18.21.010 Permitted uses.

The following are permitted uses in an RS-9.6 zone:

- A. A single-family dwelling of a permanent character, placed in a permanent location.
- B. A single middle-housing dwelling made up of two units in any of the following configurations:

Side-by-side duplex

Stacked flats

Courtyard apartments

Cottage housing

- **B.C.** Home occupations, provided they meet the criteria in LFPMC 18.50.040.
- C.D. Accessory buildings and structures in accordance with the provisions of LFPMC 18.50.060.

- D.E. Manufactured housing bearing the certification of the State of Washington Department of Labor and Industries.
- <u>E.F.</u> Accessory dwelling units in accordance with the provisions of LFPMC 18.50.050.
- **<u>F.G.</u>** Signs in accordance with the provisions in Chapter 18.52 LFPMC.
- G.H. Type I day care facility in accordance with the provisions in LFPMC 18.50.045.

18.21.020 Conditional uses.

Conditional uses and associated development standards, if any, for an RS-9.6 zone are those identified in Chapter 18.54 LFPMC.

18.21.030 Lot area.

The minimum required area of a lot in an RS-9.6 zone shall be 9,600 square feet.

18.21.040 Lot width.

The minimum required width of a lot in an RS-9.6 zone shall be 70 feet.

18.21.050 Lot coverage.

No building or combination of buildings, including accessory buildings, shall occupy or cover more than 30 percent of the net lot area in an RS-9.6 zone.

18.21.060 Yards.

The following setbacks shall apply in an RS-9.6 zone:

- A. Front yard: Not less than 20 feet measured at a right angle to the front lot line;
- B. Side yards: A minimum combined width of 15 feet, nNot less than five feet on either side, with a minimum combined width of 15 feet measured from the property line to the nearest point of the building;
- C. Rear yard: Not less than 15 feet; except as provided in LFPMC 18.50.060.

18.21.070 Building height limit.

The building height limit in an RS-9.6 zone shall not exceed 30 feet.

18.21.080 Impervious surface.

The maximum impervious surface allowed in an RS-9.6 zone shall be 45 percent of the lot area.

18.21.090 Tree canopy coverage.

Development of permitted and conditional uses must meet the tree canopy coverage requirements specified in the Lake Forest Park Municipal Code (including, without limitation, in LFPMC 16.14.070 and 17.12.90.J).

Chapter 18.22

RS-7.2 SINGLE-FAMILY

RESIDENTIAL, HIGH

18.22.010 Permitted uses.

The following are permitted uses in an RS-7.2 zone:

- A. A single-family dwelling of a permanent character, placed in a permanent location.
- B. A single middle-housing dwelling made up of two units in any of the following configurations:

Side-by-side duplex

Stacked flats

Courtyard apartments

Cottage housing

- B.C. Home occupations, provided they meet the criteria in LFPMC 18.50.040.
- C.D. Accessory buildings and structures in accordance with the provisions in LFPMC 18.50.060.
- <u>D.E.</u> Manufactured housing bearing the certification of the State of Washington Department of Labor and Industries.
- **E.F.** Accessory dwelling units in accordance with the provisions in LFPMC 18.50.050.
- **F.G.** Signs in accordance with the provisions in Chapter 18.52 LFPMC.
- G.H. Type I day care facility in accordance with the provisions in LFPMC 18.50.045.

18.22.020 Conditional uses.

Conditional uses and associated development standards, if any, for an RS-7.2 zone are those identified in Chapter 18.54 LFPMC.

18.22.030 Lot area.

The minimum required area of a lot in an RS-7.2 zone shall be 7,200 square feet.

18.22.040 Lot width.

The minimum required width of a lot in an RS-7.2 zone shall be 60 feet.

18.22.050 Lot coverage.

No building or combination of buildings, including accessory buildings, shall occupy or cover more than 35 percent of the net lot area in an RS-7.2 zone.

18.22.060 Yards.

The following setbacks shall apply in an RS-7.2 zone:

- A. Front yard: Not less than 20 feet measured at a right angle to the front line;
- B. Side yards: A minimum combined width of 15 feet, nNot less than five feet on either side, with a minimum combined width of 15 feet measured from the property line to the nearest point of the building;
- C. Rear yard: Not less than 15 feet except as provided in LFPMC 18.50.060.

18.22.070 Building height limit.

The building height limit in an RS-7.2 zone shall not exceed 30 feet.

18.22.080 Impervious surface.

The maximum impervious surface allowed in an RS-7.2 zone shall be 45 percent of the lot area.

18.22.090 Tree canopy coverage.

Development of permitted and conditional uses must meet the tree canopy coverage requirements specified in the Lake Forest Park Municipal Code (including, without limitation, in LFPMC 16.14.070 and 17.12.90.J).

Chapter 18.24

RM-3600 RESIDENTIAL MULTIFAMILY

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18.24.020 Permitted uses.

The following uses are permitted in the RM-3600 multifamily zone:

- A. Those uses permitted in the RS-7.2 zoning district;
- B. A two family dwelling (duplex);
- <u>CB</u>. A multifamily dwelling, townhouse, apartment, cooperative, condominium, each dwelling unit having one or more bedrooms. No such dwelling unit shall be occupied by more than one family;
- <u>C.</u> D. Senior citizen apartments;
- **D.** E. Accessory buildings and structures in accordance with LFPMC 18.50.050.

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Chapter 18.45

SG-SFLDR SOUTHERN GATEWAY – SINGLE-FAMILY LOW DENSITY RESIDENTIAL

18.45.010 Permitted uses.

The following are permitted uses in an SG-SFLDR zone:

- A. A single-family dwelling of a permanent character, placed in a permanent location.
- B. A single two-unit middle housing dwelling of a permanent character, placed in a permanent location. This can include the following configurations:
 - 1. Side-by-side duplex
 - 2. Stacked flats
 - 3. Courtyard apartments
 - 4. Cottage housing
- C. B. Home occupations, provided they meet the criteria in LFPMC 18.50.040.
- D. C. Accessory buildings and structures in accordance with the provisions in LFPMC 18.50.060.
- E. D. Accessory dwelling units in accordance with the provisions in LFPMC 18.50.050.
- F. Type I day care facility in accordance with the provisions in LFPMC 18.50.045.
- G. F. Townhouses, provided the front or rear yards do not directly face public rights-of-way or adjacent single-family residential zones.
- H. G. Real estate sales offices located within the development site in a temporary facility, including office space located in a temporary mobile office trailer up to 40 feet long. The real estate sales office shall be temporary in nature and used only for conducting sales activities for housing located within the development (no sales of off-site property shall be allowed). The sales office shall be removed within 30 days of completion of initial sales within the community.

18.45.015 H. Prohibited Uses.

"Gated communities," that is, enclosed complexes of multiple residences that restrict public access, are prohibited.

18.45.020 Conditional uses.

Conditional uses and associated development standards, if any, for an SG-SFLDR zone are those identified in Chapter 18.54 LFPMC.

18.45.030 Lot area and maximum density.

A. There is no minimum lot area. Residences may be located on common parcels held in condominium ownership.

B. The maximum density is 20 dwelling units per acre. The density shall be calculated by dividing the number of dwellings by the total area being developed, including streets, alleys, open spaces and other common areas. <u>In using</u> this density calculation, the maximum density allowed in this zone can be no less than two units.

18.45.040 Lot width.

There is no minimum required lot width.

18.45.050 Lot coverage.

No building or combination of buildings, including accessory buildings, shall occupy or cover more than 60 percent of the net lot area. "Net lot area" shall be defined as the total land area included in the application less roads and common open space.

18.45.060 Yards.

All buildings within the SG-<u>SFLD</u>R zone must comply with the setbacks and other requirements in the southern gateway – single-family residential zone design guidelines. See Section B.1.2, Conditions at Zone Edges.

18.45.070 Building height limit.

The building height limit in an SG-SFLDR zone shall not exceed 35 feet as determined by LFPMC 18.08.160, Building (or structure) height. For residences with a sloped roof and not directly facing a single-family zone or across the street from a single-family zone, the maximum height of the building may be measured to the midpoint between the peak of the roof and the bottom of the eave; that is, half way up the slope of the roof.

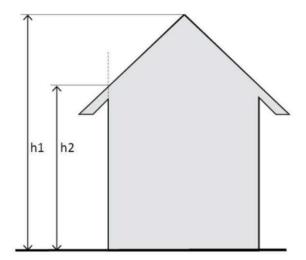


Figure 18.45.070-1. Where allowed by LFPMC 18.45.070, the height of a building with a pitched roof is (h1 + h2)/2, where h2 is measured at the surface of the roof where it intersects with a projection of the outside edge of the building wall. Where the wall/roof configuration varies, the building height shall be at the point where the height is the maximum.

(Ord. 1057 § 1, 2013)

18.45.080 Impervious surface.

The maximum impervious surface allowed in an SG-SFLDR zone shall be 60 percent of the land area included in the application; provided, that the requirements of the city's stormwater management regulations are met (see Chapter 16.25 LFPMC).

18.45.090 Screening, landscaping and tree canopy goal.

A. All sites in the SG-<u>SFLD</u>R zone must have adequate screening and landscaping, subject to the southern gateway – <u>single familylow density residential</u> zone design guidelines.

B. The provisions of Chapter 16.14 LFPMC (Tree Canopy Preservation and Enhancement) shall apply; provided, that the canopy coverage goal established in LFPMC 16.14.080(A) shall be 20 percent for the SG-SFR zone (measured over the whole site including roads, parking and service areas) and that the provisions under LFPMC 16.14.080(B) regarding designating a tree tract equal to five percent of the gross project area shall not apply.

18.45.100 Signs.

Signs must comply with Chapter 18.52 LFPMC and, specifically, meet the requirements in LFPMC 18.52.050, Signs in RM and RS zones.

18.45.110 Parking requirements and traffic impact mitigation.

All parking in the southern gateway —single family low density residential zone shall be provided in accordance with the following:

- A. Provide two stalls for every dwelling unit.
- B. Additionally, provide either:
 - 1. At least one additional stall on site for visitors. This stall may be part or all of a driveway; provided, that the vehicle does not impede either pedestrian or vehicular movement; or
 - 2. For those residences that do not include on-premises space for visitor parking, provide one shared stall per three dwellings on street or within a small parking lot with no more than eight spaces. The stalls should not be more than 200 feet from the residence it serves. On-street parking spaces or joint use parking spaces may be used to meet this requirement. Visitor parking must meet ADA standards in terms of number and location of accessible parking stalls.
- C. The parking requirement for the overall development may be met by counting all parking spaces in garages, driveways, parking lots, on-street parking included within the development as well as on-street parking along NE 145th Street, and NE 147th Street adjacent to the site. The applicant may apply for a parking reduction for conditions that reduce the actual parking need such as joint use, special populations, etc. The code administrator may allow a parking reduction if he or she determines that the reduction is justified by a parking occupancy analysis prepared by a licensed transportation planner with special qualifications in parking analysis.
- D. The applicant shall submit to the city a traffic and parking impact analysis identifying the increases in traffic and off-site parking demand. The analysis shall be prepared by a licensed professional transportation engineer. The applicant shall be responsible for implementing both on-site and off-site mitigation measures that the code administrator determines necessary to prevent significant adverse impacts to transportation systems and the surrounding area. Specifically, necessary mitigation measures, such as on-site and off-site traffic calming measures, must be taken to prevent cut-through traffic and additional parking demand on streets in the surrounding area. (Ord. 1057 § 1, 2013)

E. If a housing development in the southern gateway – residential zone is a middle housing unit, off-street parking requirements apply as follows:

- 1. No off-street parking shall be required within one-half mile walking distance of a major transit stop.
- 2. A maximum of one off-street parking space per unit shall be required on lots no greater than 6,000 square feet, before any zero lot line subdivisions.

Section 7, ItemA.

3. A maximum of two off-street parking spaces per unit shall be required on lots greater than 6,000 square feet before any zero lot line subdivisions.

18.45.120 Southern gateway – <u>single-family low density</u> residential zone design guidelines – Adopted – Rules of interpretation.

A. The Lake Forest Park "Southern Gateway — Single Family Low Density Residential Zone Design Guidelines," dated March 28, 2013, are adopted as guidelines applicable to applications filed under the southern gateway — single family residential zone review process described in LFPMC 18.47.130 through 18.47.150 and incorporated by reference herein.

- B. To the extent that a proposed development in the southern gateway single family low density residential zone provides parking or open space in excess of the minimum required by the applicable zoning code or design guidelines provision, the excess may be allocated to meet similar requirements in the adjacent transition zone, subject to the following limitations:
 - 1. The property to which the excess parking or open space are to be allocated shall be part of the same development proposal as the property providing the excess parking or open space, as part of a commercial site development permit (CSDP) reviewed and approved pursuant to Chapter 18.48 LFPMC; and
 - 2. The property with excess parking spaces and/or open space shall be developed prior to or concurrently with development of the property to which the excess parking or open space is allocated; and
 - 3. Any excess parking in the southern gateway <u>single-familylow density</u> residential zone shall be within 200 feet of the property in the southern gateway transition zone to be served by the excess parking.
 - 4. No excess open space in the southern gateway single familylow density residential zone may be allocated or used to reduce the amount of open space otherwise required by design guidelines B.1.1.d and B.8.1, or LFPMC 18.46.060(E) or 18.47.040(A)(2).

18.45.130 Southern gateway – single-family low density residential zone design guidelines – Application – Effect.

Except as otherwise provided, any person who plans to develop or redevelop within the southern gateway – single-family low density residential zone may apply to have the proposed project processed and reviewed according to this title. An accepted application shall be reviewed under this chapter and the southern gateway – single-familylow density residential zone design guidelines, both of which shall take precedence over and supersede any conflicting provision of LFPMC Titles 17 and 18, including provisions incorporated by reference into this title.

18.45.140 Administration.

The provisions of Chapter 18.47 LFPMC and the southern gateway — single family low density residential zone design guidelines shall be administered as follows:

- A. The applicant shall submit a commercial site development permit application on a form provided by the city planning department, along with supporting documents required by the city planning department. The submitted materials must include drawings and information needed to evaluate the proposal with respect to the southern gateway single familylow density residential zone design guidelines.
- B. The application shall be reviewed first by the city code administrator generally under LFPMC 16.26.030(E), Ministerial Administrative Decisions, and LFPMC 16.26.040, Applications. LFPMC 16.26.035 providing for appeals to the city council shall not apply.
- C. The code administrator shall make a recommendation according to LFPMC 16.26.080 (Type I applications Code administrator's recommendation) and the hearing examiner shall review the application under the procedures for a hearing examiner decision stated in LFPMC 16.26.090 through 16.26.110.

18.45.150 Bonds or other financial security.

The city may require a bond or other financial security to ensure compliance with any aspect of a permit or approval under this chapter.

Chapter 18.47

SG-T SOUTHERN GATEWAY - TRANSITION

18.47.010 Purpose.

The intent of the SG-T zone is to:

- A. Encourage small to moderate scale neighborhood and community oriented residential and commercial uses which provide services to the local community, a greater range of economic opportunities and housing choices, a pleasant residential environment and a focus for the local community.
- B. Serve as transition between the more intense and larger scale development envisioned along Bothell Way and the smaller, single familylow density residential character to the north and east.
- C. Support an active, walkable mixed use center.
- D. Protect the livability and attractiveness of residential neighborhoods.

The SG-T zone should provide for increased diversity for desirable business, commercial, civic, recreation, employment, and housing opportunities in a manner that is compatible with the residential character and scale of the local neighborhood.

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18.47.060 Building height.

A. The maximum building height limit in the SG-T zone shall not exceed 45 feet, except that portions of structures at least 100 feet from a single familylow density residential zone (including the SG-SFLDR zone) may be up to 55 feet in height. Additionally, for structures near properties zoned single familylow density residential (including the SG-SFR zone), the maximum height shall not exceed 35 feet, measured to the midpoint of the slope of a pitched roof (see Figure 18.45.070-1), plus one foot in height for every one foot more than 20 feet (measured horizontally) away from the property zoned single-family residential, up to a maximum height of 45 feet (i.e., maximum height = 35 feet + distance of portion of the structure from the SFR zone minus 20 feet).

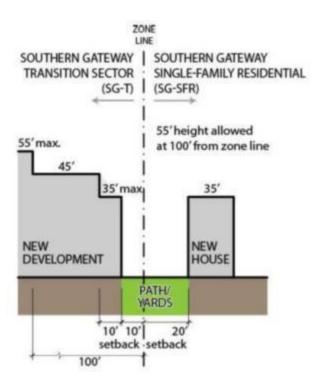


Figure 18.47.060-1. Maximum height of buildings near the southern gateway – single-familylow density residential zone.

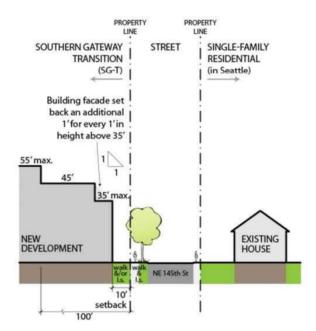


Figure 18.47.060-2. Maximum height of buildings across the street from a <u>single-familylow density</u> zone (NE 145th Street is the only location where existing single-family residences are across the street from the southern gateway – transition zone).

B. For structures directly across the street from properties zoned single-family low density residential (including the SG-SFLDR zone), the maximum height shall not exceed 35 feet measured to the midpoint of the slope of a pitched roof, plus one foot in height for every foot more than 10 feet (measured horizontally) away from the street right-of-way, up to a maximum height of 45 feet (i.e., maximum height = 35 feet + distance of portion of the structure from the SFR zone minus 10 feet).

18.47.070 Setbacks and north-south access road requirement.

A. Where reasonably necessary to mitigate impacts disclosed by the traffic analysis prepared pursuant to LFPMC 18.47.110(B), the city's review thereof and/or the environmental review process, approval of development in the SG-T zone between NE 145th Street and NE 147th Street may be conditioned upon construction of a north-south access street. The street will run north and south generally along the western edge of the SG-T zone. The street will be approximately 60 feet wide from backside of sidewalk to backside of sidewalk (see Figure 18.47.070-1 below). The roadway design must be submitted to the city for approval. In the absence of other direction from the code administrator, the roadway will generally consist of two 10-foot-wide travel lanes, two seven-foot-wide parking lanes (or widened sidewalks) and two 13-foot-wide sidewalks plus planting areas. (Sidewalks plus planting strips together must be at least 13 feet wide.)

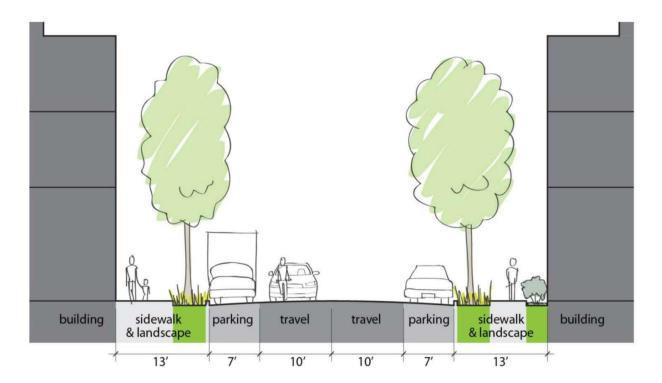


Figure 18.47.070-1. Preliminary N-S access street section.

- B. Minimum setback requirements in the SG-T zone shall be:
 - 1. Front Yard. No requirement for yards facing the N-S access street. See also southern gateway corridor and transition zones design guidelines. For buildings facing single-family residential zones and also without pedestrian facades, buildings must be set back at least 10 feet from the public right-of-way to reduce visual impact to nearby residences.
 - 2. No side yards required except at least a 10-foot building setback along zone boundary lines directly adjacent to a single familylow density residential zone (including the SG-SFLDR zone).
 - 3. No rear yards required except at least a 10-foot building setback along zone boundary lines directly adjacent to a single familylow density residential zone (including the SG-SFLDR zone).

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$18.47.120 \qquad Southern\ gateway-corridor\ and\ transition\ zones\ design\ guidelines-Adopted-Rules\ of\ interpretation.$

A. The Lake Forest Park "Southern Gateway – Corridor and Transition Zones Design Guidelines," dated March 28, 2013, are adopted as guidelines in the southern gateway – corridor and transition zones and incorporated by reference herein.

B. To the extent that a proposed development in southern gateway – transition zone exceeds a requirement of the applicable zoning code or design guidelines the excess may be allocated to meet similar requirements in the SG – single familylow density residential zone. This provision shall apply only to parking, impervious surfaces, lot coverage, open space, stormwater LID, and canopy coverage goals. This provision can only be implemented through a site development plan approved by the city. The required elements or conditions supporting residential development must be provided concurrently with the residential development.

Chapter 18.50

DEVELOPMENT STANDARDS

18.50.010 Walls and fences.

A. Fences not more than four feet in height may be constructed across the front of a lot and on the sides back as far as the building line in an RS or RM zone. Back of the building line, fences constructed along the side and rear property lines may be six feet in height. Fences higher than as set out in this subsection may be constructed provided they are located behind the building setback lines.

- B. Barbed and razor wire fences and electrified fences are prohibited.
- C. Where a fence is located directly on the ground, the height of the fence shall be the vertical distance from the top board, rail or wire to the ground directly below the fence; where a masonry wall is used as a fence, the height shall be the vertical distance from the top surface of the wall to the ground on the high side of the wall.
- D. Fences may be placed on a retaining wall; provided that the fence meets the height restriction of this section. For purposes of measuring the allowed height of the fence, the low point shall correspond to the average height of the retaining wall.
- E. Any fence exceeding a height of six feet, and any retaining wall exceeding a height of 48 inches shall require a building permit; the provisions and conditions of this section shall not apply to fences required by state law to surround and enclose public utility installations, or to chain link fences enclosing school grounds and public playgrounds.

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18.50.050 Accessory dwelling units.

Accessory dwelling units, as defined by this title, <u>are may be</u> permitted on lots of at least 7,200 square feet, and provided they meet the following development criteria:

- A. Only one accessory dwelling unit will be permitted per residential lot, except that one attached and one detached accessory dwelling unit may be permitted on lots with an area over one acre (43,560 square feet); Up to two accessory dwelling units may be permitted on a lot with a single-family dwelling. If a lot is developed with two principal residential units meeting the definition of middle housing, such as a duplex, then no accessory dwelling unit is permitted on that lot.
- B. Accessory dwelling units shall comply with the development standards of the zoning district in which the accessory dwelling unit is located, including but not limited to, minimum lot coverage, setbacks, tree canopy coverage, etc.
- BC. The accessory dwelling unit must be subordinate to the main dwelling unit by having with a floor area that does not exceed the total floor area of the principal residence or 1,000 square feet., whichever is less;
- C. Accessory dwelling units on lots less than 10,000 square feet in area must be attached, except that:
 - 1. On lots with an area between 7,200 and 10,000 square feet, accessory buildings existing as of the adoption-date of Ordinance 1235 may be remodeled to include a detached accessory dwelling unit provided that subsection (C)(2) of this section is met;
 - 2. The accessory dwelling unit must meet all other provisions of this chapter and there shall be no increase in the lot coverage or height of the subject accessory building;
- D. Accessory dwelling units on lots of 10,000 square feet or greater may be detached or part of an accessory building; provided, however, that the accessory dwelling unit shall meet the requirements of LFPMC 18.50.060;

- D. Accessory dwelling units are permitted on existing lots substandard in minimum lot area.
- E. Either the primary residence or the accessory dwelling unit must be owner occupied;
- E. Accessory dwelling units shall not be allowed on any lot not connected to a public sewer system.
- F. Garage space <u>and other accessory buildings</u> may be converted <u>into</u> an accessory dwelling unit, <u>except that: only if</u> the same number of off street parking spaces required by the LFPMC are provided elsewhere on the lot;
 - 1. If the converted accessory building previously contained parking, the minimum parking standards for both the principal unit and any accessory dwelling unit must be met elsewhere on the property.
 - 2. No nonconformities shall be created or intensified, as set forth in chapter 18.66 LFPMC.
- G. One off-street parking space per accessory dwelling unit, in addition to that required for a single-family dwelling, shall be provided unless the accessory dwelling unit is within one-quarter-half mile of a major transit stop. Provided, however, that off street parking spaces may be required even if the accessory dwelling unit is within one quarter-mile of a major transit stop if the director finds the following:
 - 1. The accessory dwelling unit is within an area with a lack of access to on street parking; or
 - 2. Other evidence that makes on street parking infeasible for the accessory dwelling unit.
- H. The total number of people who may occupy the principal residence and the accessory unit, together, shall not exceed the number of people who may occupy a single-family dwelling.
- H. An ADU may be sold as a condominium unit or as a separate piece of property through the unit lot subdivision process.

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18.50.060 Accessory structures and buildings.

Accessory buildings and structures are permitted uses in single-family dwelling residential zones, provided:

- A. The total combined lot coverage of accessory buildings shall occupy or cover no more than 10 percent of the total area of the lot up to a maximum of 1,000 square feet; provided, that a maximum of 10 percent of the total area of the lot up to 1,500 square feet is allowed if a detached accessory dwelling unit is included in an accessory building on the lot.
- B. In no case shall an accessory building have a floor area of more than 1,500 square feet. For the purposes of this provision, "floor area" includes floor area devoted to the parking and storage of motor vehicles.
- C. Accessory buildings that do not include an accessory dwelling unit may only be placed in a rear yard.
- D. Accessory buildings shall be 10 feet or more from the main buildings.
- E. Accessory buildings may shall be placed no closer than five feet to the rear lot line, excluding Aaccessory dwelling units, which may shall be placed no closer than 15 feet to the rear property line unless abutting a public alley not routinely snow plowed, then the accessory dwelling unit may be placed along the lot line.
- F. Accessory building height shall not exceed 15 feet, except those accessory buildings which include an accessory dwelling unit, which can be up to 25 feet in height; provided, that the building meets all zoning regulations pertaining to the primary or main building.

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18.50.140 Collective gardens prohibited.

A. Collective gardens, as defined in LFPMC 18.50.130, are prohibited in the following zoning districts:

- 1. All residential and mixed use districts, including RS-20, RS-15, RS-10, RS-9.6, RS-7.2, RM-3600, RM-2400, RM-1800, RM-900, SG-SFLDR, SG-C and SG-T;
- 2. All business and/or commercial districts, including BN, CC and TC; and
- 3. Any new district established after July 22, 2013.
- B. Any violation of this section is declared to be a public nuisance per se, and may be abated by the city attorney under applicable provisions of this code or state law, including but not limited to the provisions of LFPMC Chapter 1.16 and/or 8.12. (Ord. 1060 § 2, 2013)

18.50.160 Recreational marijuana retailers.

A. Marijuana retail outlets licensed by the Washington State Liquor Control Board, as defined in Chapter 18.08 LFPMC, are permitted in the following zoning districts: BN and SG-C, but are prohibited in all of the zoning districts:

- 1. All residential and mixed use districts, including RS-20, RS-15, RS-10, RS-9.6, RS-7.2, RM-3600, RM-2400, RM-1800, RM-900, SG-SFLDR and SG-T;
- 2. All business and/or commercial districts, including CC and TC; and
- 3. Any new district established after March 26, 2015.

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Chapter 18.58

OFF-STREET PARKING

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18.58.030 Parking spaces required.

The amount of off-street parking required shall be no less than as set forth in this section.

The following uses, wherever located, shall provide off-street parking facilities as follows:

1. Churches	One parking stall for each three seats in the principal place of worship.
2. Community clubs and community recreational centers	One parking space for each employee and one parking space for each 40 square feet of gross floor area used for assembly purposes.
3. Day care	One parking space per 10 children or adults cared for, plus one parking space for each employee in addition to any other required parking.
4. Single-family dwellings	Two parking spaces.
Multifamily dwellings	One and one-half parking spaces per dwelling unit. Where the total quota results in a fraction, the next highest full unit shall be provided.
5. Middle housing dwellings	A maximum of one off-street parking space per unit shall be required on lots no greater than 6,000 square feet before any zero lot line subdivisions.
	A maximum of two off-street parking spaces per unit shall be required on lots greater than 6,000 square feet before any zero lot line subdivision.

		No off-street parking shall be required within one-half mile walking distance of a major transit
		stop.
<u>56</u> .	Health clubs	One parking space for each employee, plus one parking space for each 200 square feet of floor area.
<u>67</u> .	Hotels	One parking space for each bedroom.
7 <u>8</u> .	Hospitals	One parking space for each bed.
89. statio	Libraries, government buildings, fire ns and police stations, courts	One parking space for each employee, plus one parking space for each 250 square feet of total floor area.
9 <u>10</u> .	Mortuaries	One parking space for each 40 square feet of floor area.
10 <u>11</u> .	Motels	One parking space for each sleeping unit or dwelling unit.
<u>1112</u> .	Museums	One parking space for each 250 square feet of gross floor area.
12 13.	Offices	One parking space for each 250 square feet of gross floor area.
13 <u>14</u> .	Recreational facilities	One parking space for each employee and one parking stall for each 40 square feet of total floor area used for assembly purposes.
	Rest homes, nursing and alescent homes; homes for retired and ren's institutions	One parking space for each four beds.
<u> 1516</u> .	Retail	One parking space for each 200 square feet of gross floor area.
16 <u>17</u> . house		One parking space for each two sleeping rooms or one parking space for each four beds, whichever is greater.
17 18.	Self-service storage	One parking space for every 3,500 square feet of storage area provided and two additional spaces adjacent to resident manager's quarters.
18 <u>19</u> .	Senior citizen apartments	One parking space for each dwelling unit.
19 20. high;	Schools, elementary and junior public, private or parochial	One parking space for each employee and each faculty member.
20 <u>21</u> . paroc		One parking space for each 10 students and one parking space for each employee and each faculty member. Where parochial schools and churches are on the same site, the required church parking facilities shall be considered as contributing to the school parking requirement.
21 <u>22</u> .	School, specialized instruction	One parking space for each instructor who does not reside on the site and one parking space for every two students and/or spectators in attendance during an instructional session.
	ol auditoriums) and other places of coassembly (other than churches) and	One parking space for each five fixed seats, in all parking generating areas used simultaneously for assembly purposes. If there are no fixed seats, one parking space shall be provided for each 40 square feet of gross floor area used for assembly purposes.
23 <u>24</u> .	Storage and warehousing, rising only activity on premises	One parking space for each two employees on maximum working shift.

2 4 <u>25</u> .	Theaters	One parking space for each three seats.

The parking requirements for a use not provided for in this section shall be determined by the city planning department and such determination shall be based upon the requirements for the most comparable use specified herein.

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Chapter 18.62

SCREENING AND LANDSCAPING

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18.62.080 Landscaping types.

A. Type 1 – Solid Screen.

- 1. Purpose. Provide sight-obscuring screening to separate incompatible land uses. Type 1 landscaping consists of a mix of primarily evergreen trees and shrubs placed to form a continuous screen.
- 2. Description. Type 1 landscaping shall consist of evergreen trees planted no more than 20 feet on center in a triangular pattern; shrubs and groundcover which will provide a 100 percent sight-obscuring screen within three years from the time of planting; or a combination of approximately 75 percent evergreen and 25 percent deciduous trees (with an allowable five percent variance), planted no more than 20 feet on center in a triangular pattern. Deciduous trees shall be at least two-inch caliper and evergreen trees shall be at least six feet in height. Shrub and groundcover spacing shall be appropriate for the species type and consistent with the intent of this section. Shrubs shall be at least 24 inches in height. Turf may constitute no more than 30 percent of groundcover.

B. Type 2 – Visual Screen.

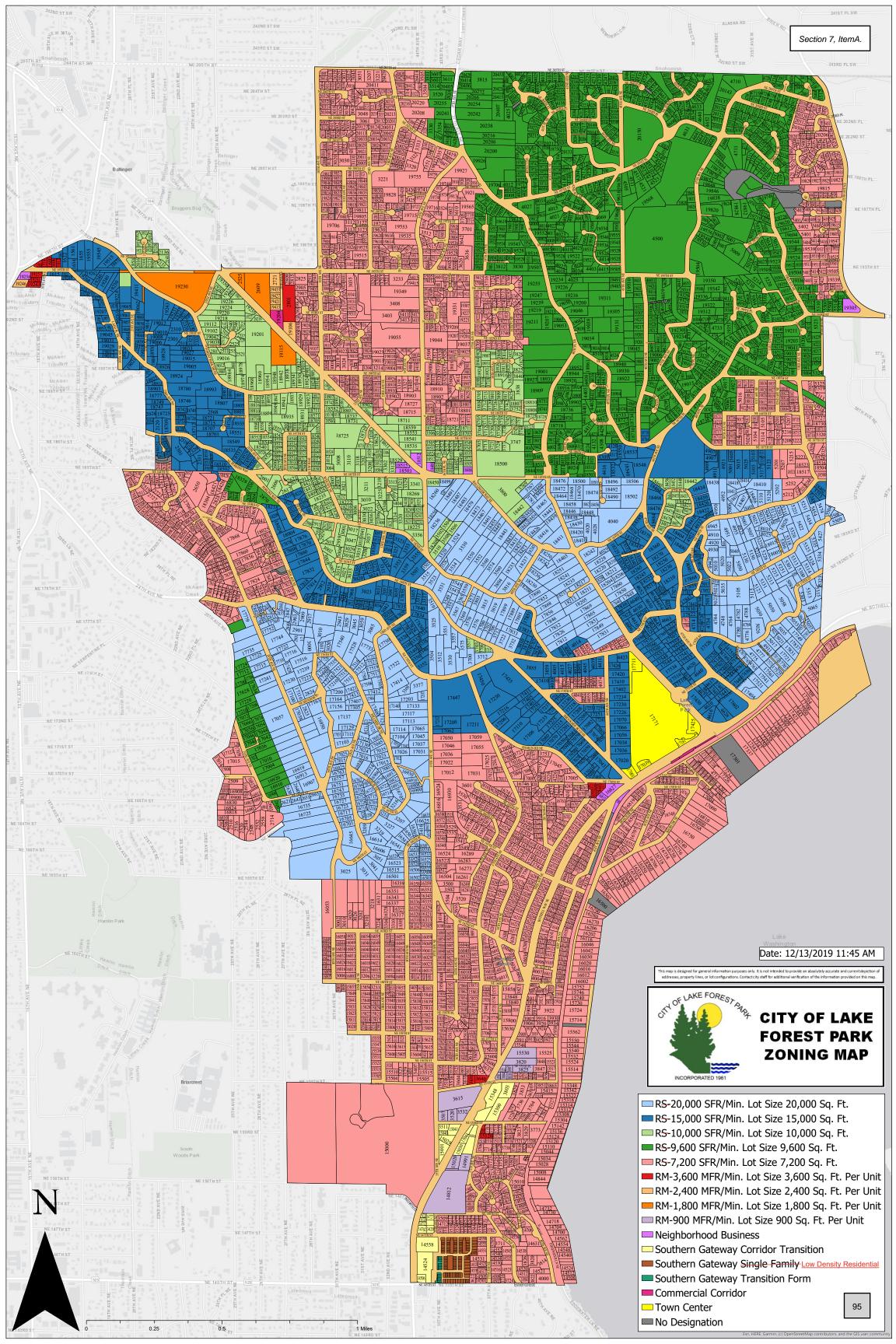
- 1. Purpose. Provide a visual filter to separate higher- and lower-intensity uses. Type 2 landscaping consists of a mix of evergreen and deciduous trees and shrubs spaced to create a filtered screen.
- 2. Description. Type 2 landscaping shall be a combination of at least 50 percent evergreen and at least 30 percent deciduous trees, planted no more than 25 feet on center in a triangular pattern, interspersed with large shrubs and groundcover. Deciduous trees shall be at least two-inch caliper and evergreen trees shall be at least six feet in height. Shrub and groundcover spacing shall be appropriate for the species type, and consistent with the intent of this section. Shrubs shall be at least 24 inches in height. Turf may constitute no more than 30 percent of groundcover.

C. Type 3 – Visual Buffer.

- 1. Purpose. Provide a semi-transparent buffer to partially separate uses and soften the appearance of development projects. Type 3 landscaping consists of a mix of evergreen and/or deciduous trees spaced to create a continuous canopy.
- 2. Description. Type 3 landscaping shall be at least 70 percent deciduous trees planted no more than 30 feet on center in a triangular pattern and interspersed with shrubs and groundcover. Deciduous trees shall be at least two-inch caliper and evergreen trees shall be at least six feet in height. Shrub and groundcover spacing shall be appropriate for the species type, and consistent with the intent of this section. Shrubs shall be at least 24 inches in height. Turf may constitute no more than 30 percent of groundcover.

D. Stream Buffer.

- 1. Purpose. Provide stream buffer functions to enhance in-water and upland habitat. Stream buffer landscaping consists of native species typically found growing on stream banks in the Puget Sound lowlands.
- 2. Description. Stream buffer landscaping shall be designed by a landscape architect, certified professional wetland scientist, or other qualified professional using a mix of native trees, shrubs, and forbs. Stream buffer landscaping shall meet the following requirements:
 - a. Native trees shall be planted at an average of 12 feet on center and at an overall density of 300 trees per acre. Plants shall be a minimum one-gallon size at time of planting.
 - b. Native shrubs shall be planted at average of five feet on center and at an overall density of 1,730 shrubs per acre. Plants shall be a minimum of one-gallon size at time of planting.
 - c. Native forbs may include a mix of grasses, sedges, rushes, ferns, and other herbaceous plants and shall be planted at an average of 12 inches on center and at an overall density of one plant per square foot. Plants shall be a minimum of 10-inch plugs or four-inch pot size at time of planting.
- 3. Streambank landscaping shall include planting area preparation for all required planting areas. Planting area preparation includes removal of invasive weed species, decompaction of compacted soils, and introduction of soil amendments including compost and organic fertilizers. Planted areas shall be mulched with a uniform three-inch depth of wood chip mulch. Trees and shrubs shall be protected from herbivore and rodent browsing with plant protection tubes.



City Administrator Report City of Lake Forest Park

Date: June 26, 2025

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

CC: Honorable Mayor Tom French

Leadership Team

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

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

I. Intergovernmental and local issues update.

POLICE DEPARTMENT

Notable Incidents

Disturbance

Female subject left her three little kids in the vehicle while she was picking up a pizza at Papa Murphy's. Bystanders called the police, and the suspect started to yell at the other community members. Officers were able to de-escalate the situation and educate the mother.

Missing Adult

Officers responded to an incident where a male with disabilities was missing from an adult family home facility. Officers conducted an area check and found the subject. A Department of Social and Health Services employee arrived at the scene and transported the subject back home.

Another missing adult from an adult family home facility. Officers conducted an area check and located her. She didn't want to go back to the facility and made threats to kill herself. She was sent to the Hospital for evaluation.

Welfare check

Officers responded to a residence regarding an assault that had occurred earlier in the day in a bar in Seattle. The female subject sustained facial injuries but didn't want to go to the Hospital

despite her boyfriend asking her to go to the ER. The officers were able to convince her to be seen by the fire department. The subject and her boyfriend were visiting from Illinois.

Community members called 911 regarding a male in the roadway falling and stumbling around (likely intoxicated). He was stopped by the officers and an inquiry revealed that he had a warrant. He was brought to Lynnwood Jail, but they refused booking. He was taken to the hospital but due to prolonged waiting time he was released.

Hit & Run

Just before Saturday's protest rally, officers responded to a hit-and-run incident. The driver collided with an oncoming car on Ballinger Way NE, ditched the vehicle and then fled on foot. He was later found that he entered a residence on the west side of Ballinger Way in the 17800 block. Officers secured the area and, with the homeowner's



consent, searched the house with assistance from Bothell PD's drone team. The suspect was not located inside at that time. The vehicle was

later determined to have switched plates and is believed to have been an unreported stolen car. Ofc. Robles subsequently identified the suspect.

Suspicious

Two subjects were found at Lyon Creek Park during the hours of darkness. They were warned. The same subjects were found again, but in a different park (Horizon View Park).

Two subjects were contacted, who were having sex in a vehicle parked close to a mall parking lot dumpster, were warned. They understood.

Area Check

Several community members called 911 regarding shots fired around 15000 block of 32nd Ave NE. Officers determined that a neighbor was working on his old Mustang which backfired making extremely loud pops.

Behavioral Health

A well-known community member called 911 (multiple times) stating that Elon Musk is blocking her phone, her TV, her tablet, etc. RCR Mental Health responders have been involved.

Prowl

A vehicle prowl occurred in the 18000 block of Forest Park Dr NE with no leads at this time.

MV Theft

A theft of vehicle in the 4400 block of NE 178th St with no leads.

Theft

Theft at Safeway. Officers found the suspect as he was leaving, and he was arrested. The suspect had stolen items and burglary tools, including another person's ID. He was booked.

Animal problem

A community member called 911 because there was a snake in an apartment. The reporting party was advised to call King County animal control.

Assist

A violation of a court order in progress in the City of Bothell. LFP K9 Bella assisted and provided a positive alert for narcotics in the vehicle.

Prowler

A subject climbed over a residence gate and took pictures of the homeowner's vehicle. The reporting party didn't know who the suspect was and why he did that, but didn't want to press charges.

Attempted suicide

A community member, who was having suicidal thoughts, locked herself in her vehicle, and shot herself in the leg. Police officers surrounded the vehicle and evacuated the area. LFPPD Negotiator/Detective Czebotar called the subject on the phone and convinced her to surrender and go to the hospital. Officers provided first aid to stop the bleeding. An ambulance was called, and the subject was transported to the Hospital.

Hit & Run



On Monday, June 16th, an intoxicated driver struck a parked vehicle on Beach Drive NE. As officers responded, the suspect rammed a patrol vehicle while Ofc. Gouin was attempting to stop him. Sgt. Benson pursued the suspect for vehicle assault and felony eluding. The suspect fled at high speeds into the City of Bothell, where Bothell PD successfully deployed a spike strip to disable the vehicle. After the crash, in front of the Yakima Fruit Market, the suspect was taken into custody, evaluated at the hospital for injuries, and then booked on multiple charges. Ofc. Gouin sustained only minor injuries, and damage to the patrol vehicle was limited.



Protest Event

More than 5 million people participated in over 2,100 rallies and protests nationwide on Saturday, June 14th, 2025. In Lake Forest Park, the estimated crowd size ranged from 1,800 to 2,000 attendees throughout the event. Officers were present to support the community's First Amendment right to assemble peacefully. The demonstration covered the triangle area near the intersection of Ballinger and Bothell Way NE, with a dense line of protesters extending from that point to the Starbucks parking lot and about halfway down the southeast side of Bothell Way. There was only one incident involving a motorcyclist who struck protest signs and likely received a traffic camera citation for running the red light at SR 522 and SR 104. It was a peaceful and fantastic turnout of our community.

Shoreline Pancake Breakfast

The Lake Forest Park Police Department had a fantastic time participating in the Shoreline Fire Department's annual Pancake Breakfast & Safety Fair this past weekend! The event brought together first responders and community partners for a fun, educational morning that drew a great crowd. Families enjoyed tours of a fire engine, aid car, rescue truck, and police patrol vehicle, while kids had the chance to interact with officers and firefighters up close. Officer Montague was on hand to show off the LFPPD patrol car, which was a big hit with young attendees. But the surprise star of the day? Police Commander Zanella, who impressed everyone with his newly discovered talent--animal balloon making! A free pancake breakfast kept everyone fueled, and plenty of giveaways made sure kids left with big smiles. Thank you everyone who made this community event a huge success--we are looking forward to next year!!!



Lake Forest Park



Traffic stop

Officer Carlsrud was working speed emphasis when he stopped a vehicle for speeding. The driver claimed to not have ID and provided a false name. An inquiry revealed that the subject did not have a driver's license, didn't have insurance, and had several outstanding warrants. He was booked.

Emphasis Patrols

A vehicle was observed driving into oncoming traffic to bypass cars. Driver admitted to driving 60mph in a 40mph zone to get around other vehicles. Driver was cited for reckless driving.

5 abandoned vehicles: 4 vehicles parked exceeding the 72-hour limit; 1 vehicle with expired registration.

Enforcement recognized

Multiple emails from citizens thanking the PD for the increased specific patrols, addressing concerns, and assistance in educating them on navigating our street signs.

Vandalism

The "tagging" of the stop sign on NE 196th St. was removed.

Distracted Driving Awareness

Patrol continues to enforce and educate multiple drivers about driving with their cell phone in hand.

Misc.

Driver performed a "wheelie" in front of a police car. Driver was cited for Negligent Driving with no insurance and was told to register the bike in his name as it had no record of belonging to anyone.

Citation issued for parking in a Disabled parking stall without a permit.

Driver was seen stopping in the middle of the road. Driver was not DUI but reported having just got off work and very tired. Driver was followed ¼ mile safely to their home.

These emphasis patrols reflect the department's ongoing efforts to address traffic safety concerns and maintain safe driving conditions in residential neighborhoods.

- II. Internal City Information
- III. Council Information
- **IV.** Response to Citizen and Council Comments
- V. Contract Reporting

No new contracts to report.

- VI. Legislative Update
- VII. Community Events
- VIII. Upcoming City Sponsored Events
- IX. Meetings Calendar

Climate Action Committee Meeting (hybrid meeting)
July 1, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom
More Details

Tree Board Meeting (hybrid meeting)

July 2, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom More Details

Planning Commission Meeting (hybrid meeting)

July 8, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom More Details

City Council Work Session (hybrid meeting)

July 10, 2025, 6:00 PM - 7:00 PM City Hall and via Zoom More Details

City Council Regular Meeting (hybrid meeting)

July 10, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom More Details

Section 10, ItemC.

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<u>City Council Budget & Finance Committee Meeting (hybrid meeting)</u>
July 17, 2025, 6:00 PM - 7:30 PM City Hall and via Zoom

<u>More Details</u>

<u>City Council Committee of the Whole Meeting (hybrid meeting)</u>
July 21, 2025, 6:00 PM - 7:30 PM City Hall and via Zoom

<u>More Details</u>

Parks and Recreation Advisory Board Meeting (hybrid meeting)
July 22, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom
More Details

<u>City Council Regular Meeting (hybrid meeting)</u>
July 24, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom More Details