



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, May 11, 2023 at 7:00 PM

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

INSTRUCTIONS FOR PARTICIPATING IN THIS MEETING VIRTUALLY:

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

**Join Zoom Webinar: <https://us06web.zoom.us/j/81208922305>
Call into Webinar: 253-215-8782 | Webinar ID: 812 0892 2305**

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

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

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

HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

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

AGENDA

1. CALL TO ORDER: 7:00 PM

2. PLEDGE OF ALLEGIANCE

3. ADOPTION OF AGENDA

4. PROCLAMATIONS

A. National Police Week and Peace Officer Memorial Day

B. National Public Works Week

C. Safe Boating and Paddling Week

5. PRESENTATIONS

A. Regional Crisis Response Agency Update

B. Parks and Recreation Advisory Board Work Plan

6. PUBLIC HEARINGS

A. Public Hearing on Ordinance 23-1263 - Creating Chapter 12.50 of the Lake Forest Park Municipal Code, Retaining Walls

- Staff presentation

- Questions from Council

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

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

B. Ordinance 23-1263/Creating Chapter 12.50 of the Lake Forest Park Municipal Code, Retaining Walls

7. FINAL CONFIRMATION

A. Parks and Recreation Advisory Board - Position 1, term expires 2/28/2023

---Eric Zhang, Student Rep

Tree Board, Position 3, term expires 2/28/2026

---Mark Phillips

8. CITIZEN COMMENTS

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

9. 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. April 24, 2023 City Council Committee of the Whole Meeting Minutes

B. April 27, 2023 City Council Regular Meeting Minutes

C. City Expenditures for the Period Ending May 11, 2023

D. Resolution 23-1896/Authorizing the Mayor to Sign Amendment No. 1 to the Washington State Department of Ecology 2021-2023 Biennial Stormwater Capacity Grant

E. Resolution 23-1897/ Authorizing the Mayor to Sign an Agreement with King County for the 2023-2024 Local Hazardous Waste Management Program

10. ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION

A. Resolution 23-1894/Authorizing the Mayor to sign professional services agreement with Aspect Consulting, LLC for NPDES Municipal Stormwater Program Support

11. COUNCIL DISCUSSION AND ACTION

12. OTHER BUSINESS

13. COUNCIL COMMITTEE REPORTS

A. Councilmember Reports

B. Mayor's Report

C. City Administrator's Report

14. ADJOURN

FUTURE SCHEDULE

- Thursday, May 18, 2023 City Council Budget and Finance Committee Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*
- Monday, May 22, 2023 City Council Committee of the Whole Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*
- Thursday, May 25, 2023 City Council Regular Meeting 7 pm – *hybrid meeting (Zoom and City Hall)*
- Monday, May 29, 2023 City Offices Closed in Observance of Memorial Day

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

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



**PROCLAMATION
NATIONAL POLICE WEEK
AND
PEACE OFFICER MEMORIAL DAY**

WHEREAS, in 1962 the Congress and the President of the United States signed a proclamation which designated May 15 as “Peace Officer Memorial Day” and the week in which that date falls as “Police Week;” and

WHEREAS, members of law enforcement recognize their duty to serve the citizens of the City of Lake Forest Park by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, during Law Enforcement Week, and throughout the year, the Lake Forest Park City Council recognizes and appreciates the critical contributions and sacrifices made by members of law enforcement at all levels, and honors their courage and dedication; and

WHEREAS, the dedicated men and women of the Lake Forest Park Police Department provide this vital public service day and night enforcing the law, safeguarding the lives and property, rights, and freedom of every community member.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park, do hereby proclaim the City’s recognition and appreciation of our law enforcement officers, past and present, by designating the week of May 14 – 20, 2023 as

NATIONAL POLICE WEEK

In recognition of the service given by these men and women who stand guard to preserve the rights and security of all citizens.

FURTHER, the City Council calls upon the citizens of Lake Forest Park to observe May 15, 2023 as

PEACE OFFICER MEMORIAL DAY

in honor of those fallen law enforcement officers and those who became disabled in the performance of their duty and recognize and offer our respect to the survivors of our fallen heroes.

IN WITNESS WHEREOF, signed this 11th day of May, 2023.

Jeff Johnson, Mayor



PROCLAMATION NATIONAL PUBLIC WORKS WEEK

WHEREAS, public works services provided in our community are an integral part of our citizens’ everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as emergency management response, water, sanitary sewers, streets, public buildings, parks, surface water management, and solid waste collection; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people’s attitude and understanding of the importance of the work they perform,

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park, do hereby proclaim the week of May 21 – 27, 2023 as

National Public Works Week

in the city of Lake Forest Park, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions that public works officials make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, signed this 11th day of May, 2023.

Jeff Johnson, Mayor



PROCLAMATION

WHEREAS, on average, 700 people die each year in boating related accidents in the U.S., with the vast majority of those accidents caused by human error and poor judgment and not by the boat, equipment, or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

WHEREAS, the City of Lake Forest Park is bounded by two miles of shoreline in Lake Washington; and

WHEREAS, a large number of Lake Forest Park’s residents of all ages engage in recreational boating; and

WHEREAS, the mission of United States Coast Guard Auxiliary, Division 2, overseeing the Northshore area, is to promote and improve recreational boating safety by teaching boating safety courses and conducting vessel safety checks.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim May 20 to 26, 2023, as

Lake Forest Park Safe Boating and Paddling Week

Signed this 11th day of May, 2023.

Jeff R. Johnson, Mayor



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	May 11, 2023
Originating Department	Administration
Contact Person	Phil Hill, City Administrator
Title	Regional Crisis Response Agency Update

Legislative History

- First Presentation May 11, 2023 Regular Meeting
-

Attachments:

1. Presentation
-

Executive Summary

Brook Buettner, RCR Executive Director, will be presenting an update on the progress of standing up the Regional Crisis Response Agency. Attached is information regarding the formation of the Principles Assembly and the tentative agenda for the first meeting. Councilmember Goldman was appointed in January 2023 as the City's representative.

Regional Crisis Response Agency

Presentation for Lake Forest Park City Council, May 11, 2023

Brook Buettner, Executive Director

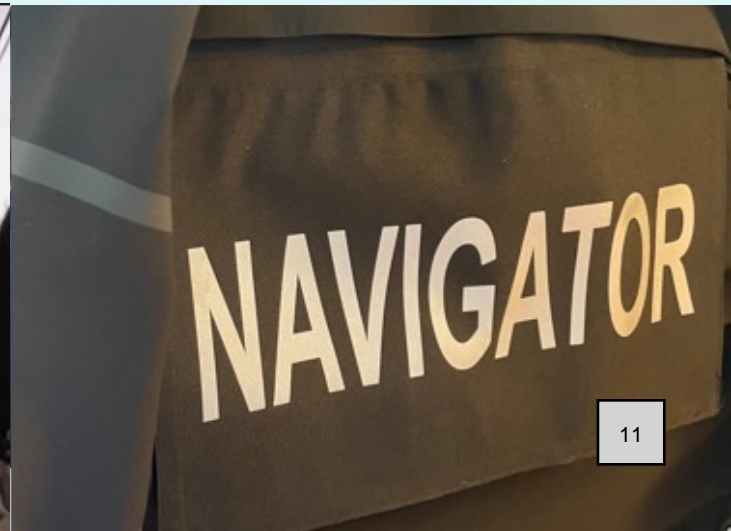
Regional Crisis Response (RCR)

- Mobile crisis response services providing de-escalation, resource referral, and follow-up tailored to the specific needs of an individual in crisis
- Shoreline, Kenmore, Lake Forest Park, Bothell and Kirkland
- Interlocal Agreement in effect 1/1/23



Services in Lake Forest Park

- RADAR Navigator Program
- Partnership with Lake Forest Park Police Department
- 22 people in crisis served during 2022
- 7 people served during 2023 Q1

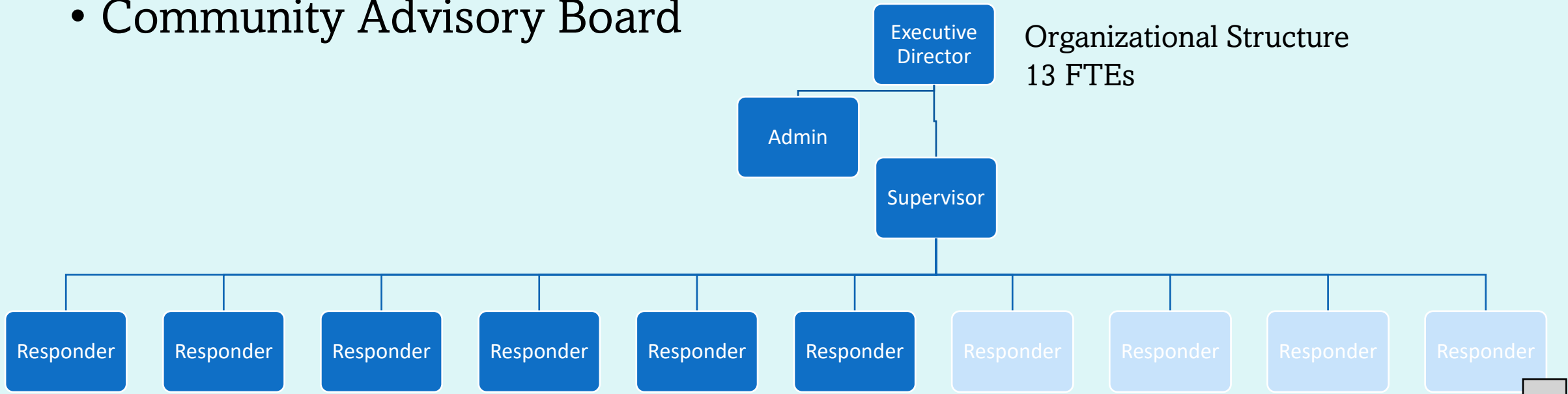


Operations update

- Navigators available 5-6 days per week
- In-progress and follow up
- One FTE stationed at Bothell

Governance structure

- Principals Assembly
- Executive Board
- Operations Board
- Community Advisory Board

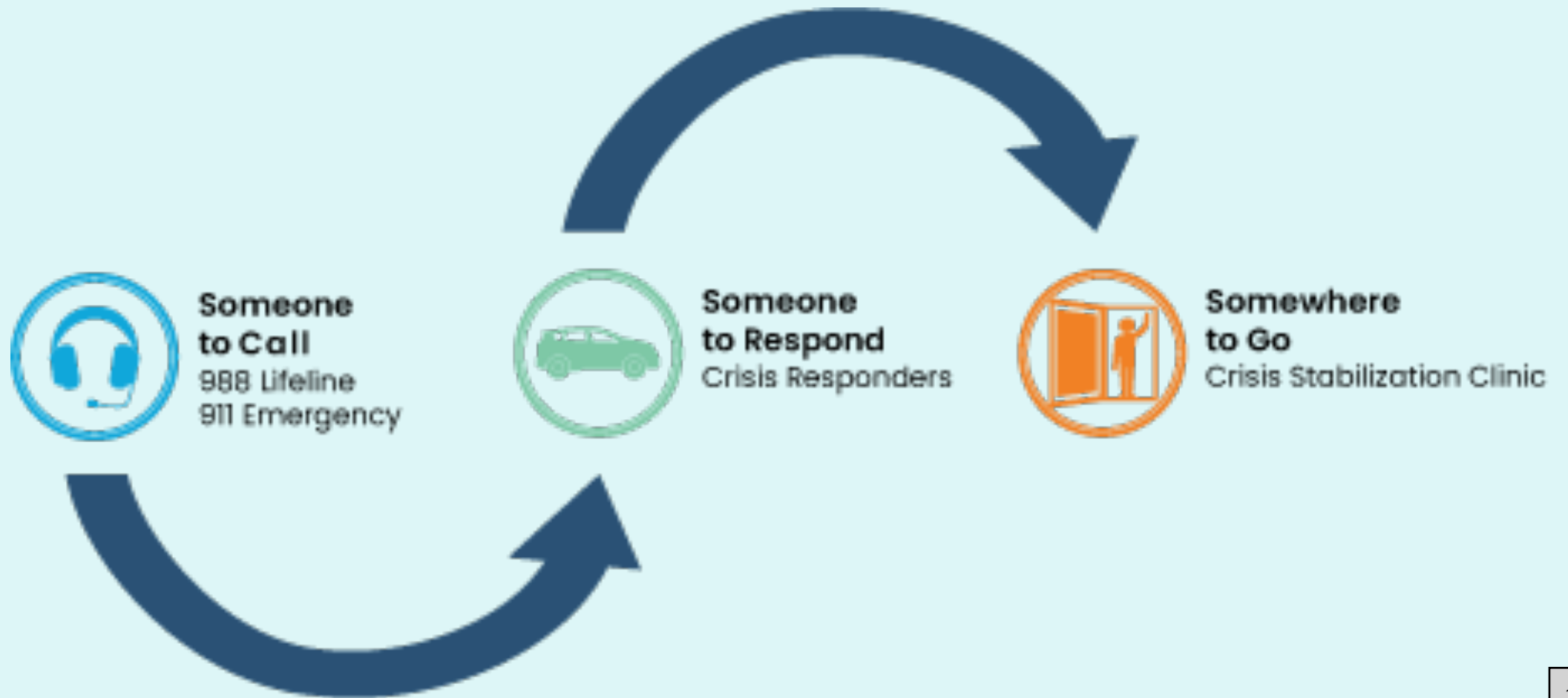




Coming up...

- Dissolution of RADAR ILA
- Convening Boards
- Community Visioning Process

Becoming a **Crisis Now** Community



Crisis Triage Facility

- Connections Health WA
- State capital funding
- Planning to open 2024



Questions?

Brook Buettner
bbuettner@rcrwa.org



Parks and Recreation Advisory Board 2023 Work Plan

Project Summary	Requests Outside Normal Meeting Hours or Funding
Park Master Plan – Vision and Planning of the Lakefront Property	May include meetings outside the normal PRAB Meetings and Staff Hours plus time for project review/presentations
Parks Social Media Presence – Increase Park Use/Recreation use via the City’s Social Media or eNews. (e.g. Monthly Park Spotlight)	No extra meetings outside of normal PRAB Meetings and Staff Hours
Increase Community Vitality & Recreation Opportunities – Continue Yoga in the Parks, Create a Walking Tour/Routes, Pickleball Opportunities, etc.	May include meetings outside the normal PRAB Meetings and Staff Hours plus time for event activities
PRAB Community Participation – Join an established community event to host an activity that embraces community vitality, recreation, or provide information on parks/opportunities (e.g. Picnic in the Park activity or booth)	May include meetings outside the normal PRAB Meetings and Staff Hours plus time for event activities, work/participation will also be decided along current covid-19 environment/regulations
Advise Council and Boards/Commissions/Committees – Provide recommendations to Council and other City Boards/Commissions/Committees on issues that intersect with Parks and Recreation	May include meetings outside the normal PRAB Meetings and Staff Hours for other meetings



Approval Date: March 22, 2023



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date May 11, 2023

Originating Department Planning

Contact Person Steve Bennett, Planning Director and Kim Adams Pratt, City Attorney

Title Ordinance 23-1263/Creating Chapter 12.50 of the Lake Forest Park Municipal Code, Retaining Walls

Legislative History

- First Presentation - January 26, 2023, regular City Council meeting
- Second Presentation – February 6, 2023, City Council special Committee of the Whole meeting
- Third Presentation – February 23, 2023, regular City Council meeting
- Fourth Presentation – April 13, 2023, regular City Council meeting
- Fifth Presentation – May 11, 2023, regular City Council meeting with Public Hearing

Attachments:

1. Ordinance 23-1263/Creating Chapter 12.50 of the Lake Forest Park Municipal Code, Retaining Walls
2. Retaining Wall Design Guidelines
3. Sound Transit Comments

Executive Summary

This ordinance (Attachment 1) would establish criteria regulating the method of construction and the appearance of retaining walls that are built within or adjacent to publicly owned right-of-way that supports or protect public transportation infrastructure. Since the February 23, 2023, Council discussion, revisions have been made to remove language prohibiting rockeries and timber or concrete laggings. This will allow flexibility but maintain the requirement that an architectural finish be provided.

The monitoring plan has also been revised from 5 years to 3 years, and the reference in the Design Guidelines to reducing sound reverberation has been removed to allow for further study and potentially a separate ordinance for noise attenuation.

Since the April 13, 2023, Council discussion, the sound attenuation provision has been modified and moved from the design guidelines (Attachment 2) to the ordinance (Attachment 1). Sound Transit has provided comments on the draft guidelines which are included in Attachment 3. The current draft of the design guidelines includes some suggested changes that Council could consider after the public hearing to address the comments from Sound Transit.

Background

Large scale, retaining walls in or adjacent to publicly owned rights-of-way become de facto landmarks identifying the community they are located in. It is imperative that such significant, recognizable features integrate with and support the community identity. This ordinance would adopt by reference a proposed set of design guidelines (Attachment 2) that would provide visual examples of the types of architectural and landscape treatments that would be acceptable to mitigate the visual impact of retaining walls. As currently drafted, the Public Works Director would make the decision on compliance with the regulations and design guidelines.

Fiscal & Policy Implications

Adoption of this ordinance would add review criteria and additional staff review time for a limited number of right-of-way permit applications involving public transportation improvements.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Adopt ordinance 	City code include regulation of the appearance of large retaining walls being built in the right-of-way
<ul style="list-style-type: none"> • No action 	City does not increase regulatory control over the appearance of large retaining wall projects being built in the right-of-way

Staff Recommendation

After holding the public hearing, staff recommends approving the ordinance and design guidelines.

ORDINANCE NO. 23-1263

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, CREATING CHAPTER 12.50 OF THE LAKE FOREST PARK MUNICIPAL CODE, RETAINING WALLS; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, large scale retaining walls in or adjacent to publicly owned rights-of-way become de facto landmarks identifying the City of Lake Forest Park (the “City”); and

WHEREAS, it is imperative that such significant, recognizable features integrate with and support the community identity in the City; and

WHEREAS, chapter 12.50 of the Lake Forest Park Municipal Code (“LFPMC”) would establish regulations for retaining walls in or adjacent to publicly owned right-of-way;

WHEREAS, an Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act, Chapter 43.21C RCW, pursuant to Chapter 197-11 WAC, and a Determination of Non-Significance (“DNS”) was issued on April 12, 2023; and

WHEREAS, in accordance with the requirements set forth in RCW 36.70A.106, the City provided the Washington State Department of Commerce notice of the City’s intent to adopt the proposed amendments on April 6, 2023, and received notice that the Department had granted expedited review on April 20, 2023; and

WHEREAS, the City Council held public meetings to review the creation of Chapter 12.50 LFPMC during meetings on January 26, 2023; February 6, 2023, February 23, 2023, April 13, 2023, and May 11, 2023, and

WHEREAS, the City Council held a public hearing on May 11, 2023, regarding the proposed ordinance.

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

Section 1. ADOPTION. The City Council of the City of Lake Forest Park hereby creates chapter 12.50 LFPMC, Retaining Walls, as follows:

LFPMC 12.50.010 Retaining Walls

A. Retaining walls located within the right-of-way shall be installed to benefit the general public, by supporting or protecting public transportation infrastructure and shall not be for private development gain.

B. Walls located on private property or right-of-way that support or protect public transportation infrastructure shall meet the minimum requirements set forth in the latest edition of the Washington State Department of Transportation (WSDOT) Design Manual, Bridge Design Manual, and the International Building Code. The Public Works Director may require a third-party structural review prior to approval of the wall. Easements may be required for the maintenance, operation, and replacement of the wall.

C. The wall type shall be approved by the Public Works Director, who may take into account long term maintenance requirements, constructability, and recommendations from the applicants' or third-party engineers.

1. The wall construction type shall be the same from the highest to the lowest portion of each independent wall segment. Where walls are terraced or tiered, all tiers/terraces shall consist of the same wall construction type for the length of each independent segment.

2. Concrete walls that are prone to graffiti shall be coated with a moisture barrier and anti-graffiti paint.

3. An architectural finish or engineered block shall be used that integrates with and supports the community identity of the City showing a strong relationship to the surrounding natural environment including native trees, flora, and fauna of the region. The architectural finishes included in the Retaining Wall Design Guidelines dated May 11, 2023, are deemed to satisfy this requirement. The Public Works Director will review and approve the architectural finish and engineered block consistent with this section.

4. Landscaping treatments shall be used that reduce the harshness of these walls. The landscaping standards are provided in the Retaining Wall Design Guidelines dated May 11, 2023, and are deemed to satisfy this requirement. The Public Works Director will review and approve landscaping treatments consistent with this section.

5. If required by the impacts or circumstances related to a particular retaining wall, the Public Works Director may require conditions of approval that include but are not limited to the installation of a temporary irrigation systems and the funding or implementation of a 3-year plant monitoring and maintenance plan. A 3-year monitoring and maintenance plan shall be required for trees that are part of the landscaping plan.

D. Total structural isolation is required for public and private retaining walls adjacent to each other.

E. The applicant shall document that the retaining wall design satisfies WSDOT current criteria for noise attenuation as applicable.

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

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

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

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

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:
Adopted:

Posted:
Published:
Effective:

DRAFT

Retaining Wall Design Guidelines - May 11, 2023

INTENT

These provisions are intended to mitigate the impact of large, monotonous retaining walls in the right-of-way by requiring architectural and landscaping treatments that reduce the harshness of such walls and reflect the community identity.

PROVISIONS

1. The architectural finish of retaining walls shall depict artistic images having a strong relationship to the Pacific Northwest and the surrounding natural environment including native trees, flora, and fauna of the region. (see examples in Figures A and B)

FIGURE A



FIGURE B



Commented [SB1]: Council may wish to consider adding the something similar to the language below to these guidelines to clarify the meaning of 'shall' and 'should'. This is taken from the Town Center Design Guidelines:

The terms used in the guidelines indicate whether provisions are required or whether they are discretionary, but highly recommended and desirable.

SHALL—The use of the term “shall” (or “shall not” in the negative) represents a requirement of the design to meet the intent of the guideline. This provision must be followed as part of planning, design, and implementation of the project.

SHOULD—The use of the term “should” (or “should not” in the negative) indicates a provision that is strongly encouraged, but that is not an absolute requirement. Compliance with this provision is voluntary, but highly desirable to the community.

2. In addition to the architectural finish requirements of Provision 1, landscaping and vegetation such as that found in Figures C and D below shall be installed. The plantings shall be native, drought tolerant species that do not require permanent irrigation and should reach coverage of 30% of the wall front surface within 36 months. If there is not a shoulder or sidewalk adjacent to the wall, landscaping that requires regular maintenance shall be minimized.

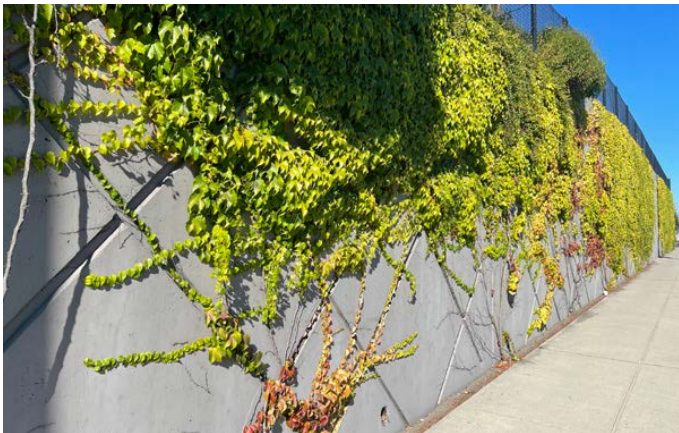
Commented [SB2]: Sound Transit has indicated that the only species of vines capable of climbing vertical surfaces without a trellis are not native. See comments in Attachment 3. Deleting 'native' is an action that could be taken to address this issue

Commented [SB3]: Sound Transit notes that maintenance will be required to achieve coverage. See comments in Attachment 3. Changing 'shall' to 'should' is an action that could be taken to address this issue.

FIGURE C



FIGURE D



3. The wall construction type for an independent wall segment can deviate from the requirements of Provisions 1 and 2 if it can be demonstrated to the Public Works Director's satisfaction that

vegetation will grow directly from the wall face as shown in Figures E and F and will reach a coverage of 80% of the wall front surface within 36 months. The plantings shall be native, drought tolerant species that do not require permanent irrigation.

FIGURE E



FIGURE F



Attachment 3 - Emailed Comments from Sound Transit

From: Leotta, Kathy <kathy.leotta@soundtransit.org>
Sent: Thursday, April 13, 2023 3:30 PM
To: Jeffrey Perrigo <jperrigo@cityofflp.gov>; Stephen Bennett <SBennett@cityofflp.gov>
Cc: Jeffrey Perrigo <jperrigo@cityofflp.gov>; Capka, Rick <rick.capka@soundtransit.org>; Avadutha, Padmaja <padmaja.avadutha@jacobs.com>; LiamOlsen <liam.olsen@jacobs.com>
Subject: Initial comments on draft ordinance 23-1263 on Retaining Walls and Design Guidelines

Jeff and Steve, we have a few initial comments on the City’s proposed Retaining Wall Design Guidelines being considered as part of the Retaining Wall Code Update:

- There is no PNW native vine species that we are aware of that can survive in this type of urban application. The only species that we are aware of that would climb up vertical surfaces without the help of trellis and is drought-tolerant in this region is Boston Ivy or Carolina Creeper.
- There may be nuances between guidelines and requirements, but we note that there are no vine performance code requirements in other jurisdictions in Western WA that we are aware of. WSDOT often incorporates vine in their design, but there isn’t a performance standard or requirement. The City of Seattle has a Green Factor landscape guidance that would include vine as a greening credit, but it only requires plant survival for 12 months.
- We are curious if the vine performance guidelines have been peer reviewed by other landscape or horticultural professionals? Does the City have a similar case study to prove the validity?
- We recommend the 30% in 36 months as a project target but not a requirement.

Project specific considerations:

- Unlike two of the wall greening examples shown in the draft Retaining Wall Design Guidelines, there is no open growing space between the transition of the retaining wall currently in design, traffic barrier, and edge of the roadway.
- Our current design relies on a 14”x 6.5” block out opening from the retaining wall to provide the growing space. Within this opening, there will be (2) 6”diameter PCV pipes filled with topsoil contains moisture for the plant roots. As we have learned from a similar application at SR-520, the success of vine establishment and coverage varies across the corridor, depending on the rain and solar exposure of each vine pocket.
- This vegetation will require routine maintenance to survive and achieve coverage.

Our team would be happy to further discuss this at one of our regular meetings, or we can schedule a separate meeting just on this topic.

Regards,

Kathy Leotta

HCT Development Manager - Stride BRT

Design, Engineering, and Construction Management

Sound Transit

(206) 903-7028

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LAKE FOREST PARK

Washington

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

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

Submission information

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

Submitted by Visitor (not verified)

Fri, 04/07/2023 - 10:01am

164.116.126.175

First Name

Eric

Last Name

Zhang

Home Address

Lake Forest Park WA 98155

Mailing Address (if different from above)

Phone Number

Do you own property in Lake Forest Park?

No

Email

Board, Commission, Committee

Parks and Recreation Advisory Board

Years a Resident of this Municipality

12

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

currently in junior year of high school

Current or Prior Experience on Boards/Commissions/Committees

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

Reasons for Wanting to Serve

Are you able to attend evening meetings?

Yes

Resume, Education, etc. (Optional)

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

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

Source URL:<https://lakeforestpark-wa.municodemeetings.com/node/791/submission/74>

Links

[1] <https://lakeforestpark-wa.municodemeetings.com/bc/application>

LAKE FOREST PARK

Washington

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

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

Submission information

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

Submitted by Visitor (not verified)

Mon, 04/24/2023 - 12:49pm

67.170.18.80

First Name

Mark

Last Name

Phillips

Home Address

Lake Forest Park, WA 98155

Mailing Address (if different from above)

Phone Number

Do you own property in Lake Forest Park?

Yes

Email

Board, Commission, Committee

Tree Board

Years a Resident of this Municipality

32

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

BA Univ of Washington, 1969; MA Educational Technology, Columbia Univ.

Worked as a teacher and as a corporate trainer and instructional designer. Retired since 2008.

Current or Prior Experience on Boards/Commissions/Committees

Served as a Councilmember 2013-2021, including council liaison to the Tree Board. LFP Planning Commission 2009-2012.

Chair of LFP Urban Forest Task Force approx. 2006-2008.

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

Lake Forest Park Rotary Club: currently club treasurer and member of the club's environmental committee.
Two book clubs! Considering a third.

Reasons for Wanting to Serve

I continue to be interested in preservation of trees, and have related experience and knowledge, especially in how our city does that through its regulations.

Are you able to attend evening meetings?

Yes

Resume, Education, etc. (Optional)

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Source URL:<https://lakeforestpark-wa.municodemeetings.com/node/791/submission/75>

Links

[1] <https://lakeforestpark-wa.municodemeetings.com/bc/application>

**CITY OF LAKE FOREST PARK
COUNCIL COMMITTEE OF THE WHOLE MEETING NOTES
April 24, 2023
6:00 PM**

Councilmembers present: Tom French, Deputy Mayor; Phillippa Kassover, Council Vice-Chair; Tracy Furutani, Larry Goldman, John Lebo, Semra Riddle

Councilmember absent: Cmbr. Lorri Bodi

Staff present: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Mike Harden, Police Chief; Jeff Perrigo, Public Works Director; Matt McLean, City Clerk

Others present: 1 visitor

CALL TO ORDER

Deputy Mayor French called the April 24, 2023 Committee of the Whole meeting to order at 6:00 p.m.

Citizen Comments – The following comments were received from the public:

- Sarah Phillips spoke in support of the natural gas appliance ban.

Possible Natural Gas Ban for Future Construction

Councilmember Furutani gave a brief presentation regarding a possible ban on natural gas appliances for future construction. After the Council discussed a possible ban, they agreed to proceed with a possible draft for a possible ban on natural gas appliances for new construction.

Governance Manual Revisions

The Council discussed the revisions in the governance manual. The Council will continue to discuss the potential revisions for the governance manual.

Adjournment

There being no further business, the meeting adjourned at 7:40 p.m.

Tom French, Deputy Mayor

Matt McLean, City Clerk

CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
April 27, 2023

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

Councilmembers present: Tom French, Deputy Mayor; Phillippa Kassover, Lorri Bodi, Tracy Furutani, Larry Goldman (via Zoom), Jon Lebo, Semra Riddle

Councilmembers absent: none

Staff present: Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Jeff Perrigo, Public Works Director; Andy Silvia, Senior Project Manager; Matt McLean, City Clerk

Others present: 4 visitors

CALL TO ORDER

Deputy Mayor French called the April 27, 2023 City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Deputy Mayor French led the Pledge of Allegiance.

ADOPTION OF AGENDA

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

PROCLAMATION – Municipal Clerks Week

Deputy Mayor French read a proclamation for Municipal Clerks Week, April 30 to May 6, 2023.

PROCLAMATION – Affordable Housing Week

Deputy Mayor French read a proclamation for Affordable Housing Week, May 7 to 13, 2023.

CITIZEN COMMENTS

Deputy Mayor French invited comments from the audience.

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The following members of the audience shared comments with the Council:

- Sally Yamasaki, NUHSA (affordable housing)
- Alex Stafankiv, LFP resident (crosswalk on Ballinger)

CONSENT CALENDAR

Cmbr. Kassover moved to approve the consent calendar as presented. **Cmbr. Bodi seconded. The motion to approve the consent calendar as presented carried unanimously.**

1. April 13, 2023 City Council Work Session Meeting Minutes
2. April 13, 2023 City Council Regular Meeting Minutes
3. Approval of City Expenditures for the Period Ending April 27, 2023, covering Claims Fund Check Nos. 84800 through 84864, in the amount of \$202,627.24; Payroll Fund ACH transactions in the amount of \$183,531.07; and direct deposit transactions in the amount of \$179,871.06; additional ACH transactions are Center for Human Services, \$6,750; Elavon, \$760.28; Invoice Cloud, \$391.74; Lexis Nexis, \$132.48; Wells Fargo, \$15,378.53; total approved Claims Fund transactions \$409,571.34

RESOLUTION 23-1894/Authorizing the Mayor to Sign Professional Services Agreement with Aspect Consulting, LLC for NPDES Municipal Stormwater Program Support

Senior Project Manager Silvia presented the item and responded to questions.

RESOLUTION 23-1895/Authorizing the Mayor to Sign Amendment B to the Grant Agreement with the Washington State Department of Commerce for the Lyon Creek/SR 104 Fish Barrier Removal Project

Senior Project Manager Silvia presented the item and responded to questions.

Cmbr. Bodi moved to suspend the three-touch rule for Resolution 23-1895. **Cmbr. Kassover seconded. The motion to suspend the three-touch rule for Resolution 23-1895 carried unanimously.**

Cmbr. Bodi moved to approve as presented Resolution 23-1895/Authorizing the Mayor to Sign Amendment B to the Grant Agreement with the Washington State Department of Commerce for the Lyon Creek/SR 104 Fish Barrier Removal Project. **Cmbr. Kassover seconded. The motion to approve as presented Resolution 23-1895 carried unanimously.**

1 **ORDINANCE 23-1265/Amending the Municipal Code to Allow Alternates on Boards and**
2 **Commissions and Related Draft Resolutions**

3
4 City Clerk McLean presented the item and responded to questions.

5
6 **Cmbr. Kassover moved** to approve as presented Ordinance 23-1265/Amending the
7 Municipal Code to Allow Alternates on Boards and Commissions. **Cmbr. Riddle**
8 **seconded. The motion to approve as presented Resolution 23-1895 carried**
9 **unanimously.**

10
11 **COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS**

12
13 Councilmembers reported on meetings they attended. City Administrator Hill gave an update
14 on the Sound Transit BRT project and other topics.

15
16 **EXECUTIVE SESSION – Potential Litigation, per RCW 42.30.110(1)(i)**

17
18 At 8:25 p.m. the City Council went into Executive Session for approximately 30 minutes to
19 consider potential litigation, pursuant to RCW 42.30.110(1)(i). Council returned from Executive
20 Session at 8:54 p.m. No announcements were made, and no action was taken.

21
22 **ADJOURNMENT**

23
24 There being no further business, the meeting was adjourned at 8:55 p.m.

25
26
27 _____
28 Tom French, Deputy Mayor

29
30
31 _____
32 Matt McLean, City Clerk

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
5/11/2023

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and that CLAIM FUND Check Nos. 84865 through 84900 in the amount of \$416,577.51, PAYROLL FUND ACH transactions in the amount of \$139,938.19 and DIRECT DEPOSIT transactions in the amount of \$159,423.68 are approved for payment this 11th day of May, 2023.

Additional approved transactions are:
ACH transaction US Bank in the amount of \$18,046.00

Total approved claim fund transactions: \$574,561.70

City Clerk

Mayor

Finance Committee

Accounts Payable

Voucher Approval Document

Section 9, Item C.



User: dmeagher
Printed: 05/04/2023 - 12:22PM
Batch: 00004.05.2023

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

CERTIFICATION

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

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

Fund	Description	Amount
001	General Fund	129,823.65
101	Street Fund	3,022.07
302	Transportation Capital Fund	10,221.40
401	Sewer Utility Fund	4,418.13
403	Surface Water Fund	21,059.98
404	Surface Water Capital Fund	3,361.16
407	PWTF Repayment Fund	243,201.12
502	PW Contract Fund	1,390.00
631	Treasurer's Clearing Fund	80.00
Report Total:		416,577.51



Bank Reconciliation

Checks by Date

User: dmeagher
 Printed: 05/05/2023 - 1:07PM
 Cleared and Not Cleared Checks

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
84865	5/11/2023	Abtech Industries		AP		3,620.00
84866	5/11/2023	American Traffic Solutions Inc.		AP		66,500.00
84867	5/11/2023	Aurora Rents, Inc.		AP		397.06
84868	5/11/2023	Cadman Materials, Inc.		AP		190.47
84869	5/11/2023	Correct Equipment, Inc		AP		3,841.57
84870	5/11/2023	Cross Link Interpretation Services, LLC		AP		140.00
84871	5/11/2023	Robert Dearmore		AP		137.44
84872	5/11/2023	Washington State Department of Comm		AP		243,201.12
84873	5/11/2023	Evermark, LLC		AP		1,075.08
84874	5/11/2023	Galls, LLC		AP		19.28
84875	5/11/2023	Gordon Thomas Honeywell Gov't. Affa		AP		3,150.00
84876	5/11/2023	Gray & Osborne, Inc.		AP		1,306.16
84877	5/11/2023	International Institute of Municipal Cler		AP		125.00
84878	5/11/2023	King County Pet License		AP		80.00
84879	5/11/2023	King County Finance		AP		2,850.26
84880	5/11/2023	City of Lake Forest Park		AP		8,415.00
84881	5/11/2023	Litho Craft, Inc.		AP		1,300.00
84882	5/11/2023	Navia Benefit Solutions		AP		150.00
84883	5/11/2023	Office Depot, Inc.		AP		247.15
84884	5/11/2023	Parametrix, Inc		AP		16,595.07
84885	5/11/2023	The Part Works Inc.		AP		816.41
84886	5/11/2023	Postmaster		AP		290.00
84887	5/11/2023	Stewart MacNichols Harmell, Inc., P.S.		AP		7,500.00
84888	5/11/2023	Snohomish Co Sheriff's Office		AP		40,280.88
84889	5/11/2023	Staples Advantage		AP		58.20
84890	5/11/2023	StormWind, LLC		AP		1,390.00
84891	5/11/2023	Hannah Swanson		AP		210.65
84892	5/11/2023	Topsoils Northwest Inc		AP		91.46
84893	5/11/2023	Transportation Solutions Inc		AP		2,691.75
84894	5/11/2023	Louise Nadeau and Eric Anderson		AP		169.95
84895	5/11/2023	The Estate of Guillermo Garcia		AP		71.42
84896	5/11/2023	Sharon Prueitt		AP		154.50
84897	5/11/2023	The FA Bartlett Tree Expert Company		AP		832.50
84898	5/11/2023	V + M Structural Design, Inc.		AP		5,949.88
84899	5/11/2023	The Watershed Company		AP		2,589.25
84900	5/11/2023	Eduardo Zaldivar		AP		140.00

Total Check Count: 36
 Total Check Amount: 416,577.51

Bank Reconciliation

Checks by Date

User: dmeagher
 Printed: 05/08/2023 - 1:39PM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
42305431	5/11/2023	Amazon		AP		45.11
42305432	5/11/2023	Municipal Research & Services Center		AP		140.00
42305434	5/11/2023	FBI National Academy FBINAA		AP		157.50
42305435	5/11/2023	Symbol Arts, LLC		AP		154.28
42306311	5/11/2023	GovernmentJobs.com, Inc		AP		242.23
42306312	5/11/2023	GovernmentJobs.com, Inc		AP		125.00
42310101	5/11/2023	Government Finance Officers Associati		AP		345.00
42310102	5/11/2023	Government Finance Officers Associati		AP		190.00
42310103	5/11/2023	Campbell's Resort		AP		358.38
42321011	5/11/2023	WMCA Treasurer		AP		100.00
42327511	5/11/2023	Adobe Inc.		AP		331.29
42327512	5/11/2023	SmartSign		AP		20.00
42327513	5/11/2023	Amazon		AP		48.60
42327514	5/11/2023	Amazon		AP		31.71
42327515	5/11/2023	Amazon		AP		24.23
42327516	5/11/2023	Amazon		AP		56.15
42327517	5/11/2023	Wasabi Technologies, Inc		AP		12.67
42327881	5/11/2023	Integra Telecom, Inc.		AP		414.32
42327882	5/11/2023	Northwest Cascade, Inc.		AP		922.12
42327883	5/11/2023	Sound Security Inc. (Sonitrol)		AP		1,741.10
42327884	5/11/2023	Pacific Topsoils, Inc.		AP		197.60
42327885	5/11/2023	Smarsh		AP		1,629.41
42327886	5/11/2023	Seattle City Light		AP		26.10
42327887	5/11/2023	Northwest Cascade, Inc.		AP		174.05
42327888	5/11/2023	Stericycle, Inc.		AP		20.72
42327889	5/11/2023	Stericycle, Inc.		AP		20.72
42329901	5/11/2023	Amazon		AP		9.90
42329902	5/11/2023	Amazon		AP		66.04
42382751	5/11/2023	Volgistics Inc.		AP		660.00
42389531	5/11/2023	Amazon		AP		44.51
42389533	5/11/2023	Amazon		AP		98.84
42389534	5/11/2023	Washington Association of Public Reco		AP		65.00
42389535	5/11/2023	Washington Association of Public Reco		AP		65.00
42392711	5/11/2023	American Public Works Association		AP		43.90
42395771	5/11/2023	Amazon		AP		110.16
42396351	5/11/2023	Dlvr.it Pro		AP		129.50
423210122	5/11/2023	Municipal Research & Services Center		AP		135.00
423278810	5/11/2023	Pacific Topsoils, Inc.		AP		24.70
423278811	5/11/2023	Northwest Cascade, Inc.		AP		190.55
423278812	5/11/2023	Pacific Topsoils, Inc.		AP		37.05
423278813	5/11/2023	Verizon Wireless		AP		2,735.09
423278814	5/11/2023	Summit Law Group PLLC		AP		766.50
423278815	5/11/2023	Waste Management Northwest		AP		2,655.17
423278816	5/11/2023	Waste Management Northwest		AP		2,609.10
423278817	5/11/2023	Pacific Topsoils, Inc.		AP		71.70

Check No Check Date Name Comment Module Clear Date

Section 9, Item C.

Total Check Count:

45

Total Check Amount:

18,046.00

Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityofflp.gov
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	04/23/2023	31,181.66
ACH	NAVIA	Navia Benefit Solutions, Inc.	04/23/2023	272.62
ACH	NAVIAFSA	Navia - FSA	04/23/2023	326.27
ACH	TEAMDR	National D.R.I.V.E.	04/23/2023	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	04/23/2023	1,015.76
ACH	WASUPREG	Washington State Support Registry	04/23/2023	180.00
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM.	04/23/2023	6,911.63
ACH	ZAWC	AWC	04/23/2023	1,440.28
ACH	ZEMPSEC	Employment Security Dept.	04/23/2023	457.91
ACH	ZGUILD	LFP Employee Guild	04/23/2023	612.50
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM.	04/23/2023	29,133.92
ACH	ZL&I	Washington State Department of Labor & I	04/23/2023	4,832.15
ACH	ZLEOFF	Law Enforcement Retirement	04/23/2023	12,246.69
ACH	ZLFPIRS	Lake Forest Park/IRS	04/23/2023	28,443.01
ACH	ZPERS	Public Employees Retirement	04/23/2023	23,332.16
ACH	ZTEAM	Teamsters Local Union #117	04/23/2023	202.28
ACH	ZWATWT	Washington Teamsters Welfare Trust	04/23/2023	353.05
904232023	zl&i	Washington State Department of Labor & I	04/23/2023	-1,008.15
Total for 4/23/2023:				139,938.19
Report Total (18 checks):				139,938.19

Bank Reconciliation

Checks by Date

User: dmeagher
Printed: 04/28/2023 - 2:16PM
Cleared and Not Cleared Checks



Section 9, Item C.

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	4/21/2023		DD 00523.04.2023	PR		159,423.68
Total Check Count:						1
Total Check Amount:						159,423.68



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date May 11, 2023

Originating Department Public Works

Contact Person Cory Roche, Environmental and Sustainability Specialist

Title Resolution 23-1896/Authorizing the Mayor to Sign Amendment No. 1 to the Washington State Department of Ecology 2021-2023 Biennial Stormwater Capacity Grant

Legislative History

- February 24, 2022 Regular Meeting
- May 11, 2023 Regular Meeting

Attachments:

1. Resolution 23-1896
2. Amend No. 1 to Agreement No. WQSWCAP-2123-LaFoED-00147 between the City of Lake Forest Park and the State of Washington Department of Ecology for the 2021-2023 Biennial Stormwater Capacity Grant
3. Agreement No. WQSWCAP-2123-LaFoED-00147 Water Quality Stormwater Capacity Agreement between the State of Washington Department of Ecology and the City of Lake Forest Park

Executive Summary

The City of Lake Forest Park has been awarded an additional \$25,000 for the Municipal Stormwater Capacity Grant by the Washington State Department of Ecology (Ecology), and an extension of the grant agreement from March 31, 2023, to June 30, 2023.

The Municipal Stormwater Capacity Grant supports projects and programs to remain in compliance with federally mandated clean water act regulations and state-mandated National Pollutant Discharge Elimination System – NPDES – phase II permit regulations.

The City operates a small Municipal Separate Storm Sewer (MS4) in Western Washington and must comply with NPDES Phase II Permit Compliance terms. This grant will allow the City to continue to fund necessary projects and programs that keep the City in NPDES compliance.

Background

The City currently has a grant agreement for \$50,000. The agreement’s expiration date was March 31, 2023. Under the proposed Amendment No. 1, the City would be awarded an extra \$25,000 and an extension to use the funds by June 30, 2023.

Fiscal & Policy Implications

The Municipal Stormwater Capacity Grant is a pass-through Grant to support any unmet compliance needs. Projects above the allocated funding will be removed from the Surface Water budget professional services or maintenance allocations.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Approve	The City will move forward with continuing NPDES compliance, projects, or programs needed.
<ul style="list-style-type: none">• Do not approve	The City would need to find additional funding for NPDES Compliance, projects or programs.

Staff Recommendation

Review and authorize the Mayor to sign Amendment No. 1 to the Washington State Department of Ecology 2021-2023 Municipal Stormwater Capacity Grant.

RESOLUTION NO. 23-1896

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 1 TO THE AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR THE 2021-2023 BIENNIAL STORMWATER CAPACITY GRANT

WHEREAS, it is important to improve stormwater quality in Lake Forest Park to ensure lasting health benefits to the community and natural environment; and

WHEREAS, it is the responsibility of the City to do its part to improve water quality; and

WHEREAS, the Washington State Department of Ecology has allocated grant funds to support the City in implementing activities and programs that improve water quality; and

WHEREAS, Amendment No. 1 to the grant agreement awards the City additional funds and an extension to June 30, 2023 to use the grant funds to enhance water quality and ensure compliance with state and federal water quality regulations; and

WHEREAS, the City Attorney has reviewed and approved the form of the proposed Amendment No. 1; and

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

Section 1. AUTHORIZE. The Lake Forest Park City Council hereby authorizes the Mayor to execute Amendment No. 1 to Agreement No. WQSWCAP-2123-LaFoED-00147 between the City and the State of Washington Department of Ecology for the 2021-2023 Biennial Stormwater Capacity Grant.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 11th day of May 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

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



**AMENDMENT NO. 1
TO AGREEMENT NO. WQSWCAP-2123-LaFoED-00147
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Lake Forest Park**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Lake Forest Park (RECIPIENT) for the 2021-2023 Biennial Stormwater Capacity Grants (PROJECT).

The purpose of this amendment is to increase the grant funding by an additional \$25,000. The grant end date will also be extended from the original end date of 3/31/23 to 6/30/23 to allow more time for the additional funding to be utilized.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 50,000.00 Amended: 75,000.00

Total Eligible Cost:

Original: 50,000.00 Amended: 75,000.00

Expiration Date:

Original: 03/31/2023 Amended: 06/30/2023

CHANGES TO THE BUDGET

Funding Distribution EG220323

Funding Title: 2021-23 capacity grant

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/30/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD

Type: State

Funding Source %: 100%

Description: MTCA

Approved Indirect Costs Rate: Approved State Indirect: 30%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

2021-23 capacity grant	Task Total
Permit Implementation	\$ 75,000.00

Total: \$ 75,000.00

CHANGES TO SCOPE OF WORK

Task Number: 2 Task Cost: \$75,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT’s project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.

8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.

Monitoring, including:

- a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
- a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2021-23 capacity grant	0 %	\$ 0.00	\$ 75,000.00	\$ 75,000.00
Total		\$ 0.00	\$ 75,000.00	\$ 75,000.00

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 07/01/2022.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Lake Forest Park

By: _____

Vincent McGowan, P.E.
Water Quality
Program Manager

Date

By: _____

Jeff Johnson
Mayor

Date

Template Approved to Form by
Attorney General's Office



Agreement No. WQSWCAP-2123-LaFoED-00147

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF LAKE FOREST PARK

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Lake Forest Park, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2021-2023 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	03/31/2023
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

RECIPIENT INFORMATION

Organization Name: City of Lake Forest Park

Federal Tax ID: 91-6019059

DUNS Number: 023092368

Mailing Address: 17425 Ballinger Way NE
Lake Forest Park, WA 98155

Physical Address: 17425 Ballinger Way NE
Lake Forest Park, Washington 98155

Organization Email: ddayao@ci.lake-forest-park.wa.us

Contacts

Agreement No: WQSWCAP-2123-LaFoED-00147
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Lake Forest Park

Section 9, Item D.

Project Manager	Cory Roche Community Volunteer Coordinator 17425 Ballinger Way NE Lake Forest Park, Washington 98155 Email: croche@cityofflp.com Phone: (206) 957-2814
Billing Contact	Cory Roche Community Volunteer Coordinator 17425 Ballinger Way NE Lake Forest Park, Washington 98155 Email: croche@cityofflp.com Phone: (206) 957-2814
Authorized Signatory	Jeff Johnson Mayor 17425 Ballinger Way Lake Forest Park, Washington 98155 Email: jjohnson@ci.lake-forest.wa.us Phone: (206) 522-1025

State of Washington Department of Ecology

Agreement No: WQSWCAP-2123-LaFoED-00147

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Lake Forest Park

Section 9, Item D.

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452</p>
Financial Manager	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452</p>

State of Washington Department of Ecology

Agreement No: WQSWCAP-2123-LaFoED-00147

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Lake Forest Park

Section 9, Item D.

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Lake Forest Park

By: 
DocuSigned by:
On behalf of
2BCA6B80046746E...

By: 
DocuSigned by:
1CB4501F68394A6...

Vincent McGowan, P.E. Date
Water Quality 2/25/2022
Program Manager

Jeff Johnson Date
Mayor 2/24/2022

Template Approved to Form by
Attorney General's Office

SCOPE OF WORKTask Number: 1 **Task Cost: \$0.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page Outcome Summary Report.

- * Properly maintained project documentation.

Project Administration/Management**Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly in EAGL.	
1.2	Recipient Closeout Report (EAGL Form).	
1.3	Two-page draft and Final Outcome Summary Reports.	

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$50,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
 - 2) Public involvement and participation activities.
 - 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
 - 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
 - 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
 - 6) Annual reporting activities.
 - 7) Establishing and refining stormwater utilities, including stable rate structures.
 - 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.
- Monitoring, including:
- a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
 - 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
 - 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a pick-up truck). Equipment

purchases over \$5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

State of Washington Department of Ecology

Agreement No: WQSWCAP-2123-LaFoED-00147

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Lake Forest Park

Section 9, Item D.

BUDGET**Funding Distribution EG220323**

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2021-23 capacity grant

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 03/31/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund:

Type: State

Funding Source %: 100%

Description: MTCA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

2021-23 capacity grant	Task Total
Permit Implementation	\$ 50,000.00

Total: \$ 50,000.00

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2021-23 capacity grant	0.00 %	\$ 0.00	\$ 50,000.00	\$ 50,000.00
Total		\$ 0.00	\$ 50,000.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**GENERAL FEDERAL CONDITIONS**

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.frs.gov <http://www.frs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.frs.gov <http://www.frs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
 - Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

event shall ECOLOGY’s reimbursement exceed ECOLOGY’s total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT’s obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date May 11, 2023

Originating Department Public Works

Contact Person Cory Roche, Environmental and Sustainability Specialist

Title Resolution 23-1897/ Authorizing the Mayor to Sign an Agreement with King County for the 2023-2024 Local Hazardous Waste Management Program

Legislative History

May 11, 2023 Regular Meeting

Attachments:

1. Resolution 23-1897
2. Grant Agreement with King County for 2023-2024 Local Hazardous Waste Management Program

Executive Summary

This is an action item authorizing the Mayor to sign an agreement with King County for a Local Hazardous Waste Management Program grant for 2023-2024. The City will use this grant of \$17,706.02 over two years to continue educating the community on the hazards of using household chemicals to human health and the environment, by providing battery collection at City Hall, supporting the LFP Green Fair, educational giveaways, and more.

Background

The Local Hazardous Waste Management Program (LHWMP) is composed of four government agencies, 37 cities, and tribal governments in King County. The program's goal is to protect and enhance public health and environmental quality in King County by reducing the threat posed by the production, use, storage, and disposal of hazardous materials.

Fiscal & Policy Implications

The Local Hazardous Waste Management Program allows the City to provide residents with the LFP Green Fair, battery recycling, educational programs, and giveaways for best practices.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Approve	Receive the grant funds to provide programs and education to the community
<ul style="list-style-type: none">• Do not approve	Do not receive grant funds to provide programs and education to the community

Staff Recommendation

Review and authorize the Mayor to sign the agreement with King County for the 2023-2024 Local Hazardous Waste Management Program.

RESOLUTION NO. 23-1897

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE KING COUNTY FOR THE 2023-2024 LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

WHEREAS, protecting public and environmental health is a priority in Lake Forest Park; and

WHEREAS, the City of Lake Forest Park has been awarded a grant from King County to implement programs that enhance public and environmental health in the community; and

WHEREAS, funds from the Local Hazardous Waste Management Program provided by King County allow for public education and battery collection; and

WHEREAS, the City Attorney has reviewed and approved the proposed grant agreement; and

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

Section 1. AUTHORIZATION. Approves and authorizes the Mayor to sign the grant agreement with King County attached to this resolution as Attachment 1.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 11th day of May 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

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

 <p>Hazardous Waste Management Program GOVERNMENTS WORKING TOGETHER FOR A HEALTHIER AND CLEANER KING COUNTY</p>	<p>GRANT AGREEMENT</p>
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This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Natural Resources and Parks (DNRP), Water and Land Resources Division (WLRD).

RECIPIENT NAME

City of Lake Forest Park

RECIPIENT ADDRESS

17425 Ballinger Way NE
Lake Forest Park, WA 98155

RECIPIENT CONTACT & EMAIL ADDRESS

Cory Roche
croche@cityofflp.gov

PROJECT TITLE

Local Hazardous Waste Management Program Grant Funds for 2023 and 2024

AGREEMENT START DATE	AGREEMENT END DATE	AGREEMENT MAXIMUM AMOUNT
January 1, 2023	March 31, 2025	\$17,706.02

EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:

- Exhibit A – Scope of Work
- Exhibit B – Budget
- Exhibit C – Invoice Template
- Exhibit D – Certificate/Evidence of Insurance

**AGREEMENT FOR AWARD OF
LOCAL HAZARDOUS WASTE MANAGEMENT GRANT FUNDS FOR 2023 and 2024**

Between

KING COUNTY and the CITY OF LAKE FOREST PARK

This Agreement for Award of Local Hazardous Waste Management Grant Funds “Agreement” is made by and between King County, a charter county and political subdivision of the State of Washington, acting through its Department of Natural Resources, Water and Land Resources Division and the City of Lake Forest Park, a municipal corporation of the State of Washington, hereinafter referred to as the “County” and the “City” respectively. The County and City may be referred to individually as a “Party” and collectively as the “Parties.”

1. RECITALS

1.1 The Local Hazardous Waste Management Plan (hereafter referred to as the “Plan”) as updated in 1997, 2010, and 2021, was adopted by the participating agencies (the King County Solid Waste Division, the Seattle Public Utilities, the King County Water and Land Resources Division, and Public Health – Seattle and King County) and the cities located in King County. The Washington State Department of Ecology in accordance with RCW 70A.300.350 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the “Program”).

1.2 The Plan authorizes Local Hazardous Waste Management Funds to be provided to partner cities located in King County to help fund those cities’ activities associated with hazardous waste collection and/or educational outreach and educational services.

1.3 King County has received a proposed scope of work and budget from the City and has determined that the scope of work and budget, attached hereto and incorporated herein as Exhibit A (“Scope of Work”) and Exhibit B (“Budget”), respectively, are consistent with the Plan’s and Program’s policies, goals, and objectives.

1.4 King County and the City desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide an award of Local Hazardous Waste Management Funds to the City.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the Parties hereby agree to the terms and conditions as follows:

2. AWARD OF GRANT; CONDITIONS OF GRANT

2.1 The Recitals are an integral part of this Agreement and are incorporated herein by this reference.

2.2 King County agrees to grant the City an award of Local Hazardous Waste Management Funds not to exceed \$17,706.02 (the "Award") on a reimbursement basis as described in Section 2.5. The Award shall be used by the City solely for the performance of the activities described in this Agreement.

2.3 The City shall use the grant of Local Hazardous Waste Management Funds to provide hazardous waste collection and/or education services or programs as described in Exhibit A. The total amount of funds available from this grant in 2023 and 2024 shall not exceed \$17,706.02.

2.4 This Agreement provides for distribution of 2023 and 2024 grant funds to the City. Reimbursement for activities carried out and expenses incurred by the City may predate the execution date of this Agreement provided that (a) the activities have been identified by the City as being within the Scope of Work and have been approved by King County as being within such Scope of Work; (b) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award; and (c) such activities and expenses otherwise comply with all other terms of this Agreement. Reimbursements shall be paid to the City only after this Agreement has been fully executed.

2.5 During this two-year grant program, the City will submit a minimum of two (2), but no more than eight (8), progress reports, which include the City's reimbursement requests, to the County in a form determined by the County. Reports must be signed by a City official. These reports shall include all of the following:

- a. A description of each activity accomplished pertaining to the scope of work.
- b. Copies of invoices for expenditures or a financial statement prepared by the City's finance department. The financial statement should include vendor names, a description of services provided, date paid, and a check or warrant number.
- c. Reimbursement requests with an Invoice Form and an Invoice Detail Form, which is attached hereto as Exhibit C and incorporated herein by reference, unless the City has a spreadsheet similar to the Invoice Detail Form already in use, in which case the City may use that spreadsheet instead of the Invoice Detail Form. The City will submit the form or similar spreadsheet and submit backup documentation for grant expenses.
- d. If the City receives funding from sources other than the Local Hazardous Waste Management Program for any of the activities set forth in Exhibit A, then the City's reimbursement request shall acknowledge these other sources and the reimbursement request to the County shall include only a pro-rata share of the expenses.

2.5.1 If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, the reports shall be due to the County on the last day of the month following the end of each quarter (April 30, July 31, October 31, January 31), except for the final progress report and request for reimbursement, which shall be due by February 29, 2024, and February 28, 2025.

2.5.2 Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the December 14, 2023,

and December 12, 2024, an estimate or final invoice for activities completed in that calendar year for which the City has not yet submitted a reimbursement request.

2.5.3 If the City accepts funding through this grant program for the provision of hazardous waste collection or education programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.

2.5.4 Within forty-five (45) days of receiving a request for reimbursement from the City, the Program's contract administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The contract administrator will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibits A and B unless the scope has been amended according to Section 5 of this Agreement. The contract administrator retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and/or budget attached as Exhibits A and B.

2.6 The City shall be responsible for following all applicable federal, state, and local laws, ordinances, rules, and regulations in the performance of the Scope of Work described herein. The City warrants and represents that its procedures are consistent with federal, state, and local laws relating to public contract and bidding procedures. The County neither incurs nor assumes any responsibility for the City's bid, award, or contracting process.

2.7 The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.

2.8 The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

2.8.1 These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review, or audit by the County and/or by federal or state officials as so authorized by law.

2.8.2 The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2025.

2.9 The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. Where feasible, the City will use the Program’s logo. The intent of this provision is to further strengthen this regional partnership in the public’s mind.

2.9.1 The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.

2.9.2 The Program agrees to credit the City on all printed materials provided by the City to the Program, which the Program duplicates, for distribution. Either the City’s name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the Program will credit the City for artwork or text provided by the City as follows: “artwork provided courtesy of the City of Lake Forest Park” and/or “text provided courtesy of the City of Lake Forest Park.”

2.9.3 The Program retains the right to share the written material(s) produced by the City, which have been funded through this grant, with other King County cities for them to duplicate and distribute. In so doing, the Program will encourage other cities to credit the City on any pieces that were produced by the City.

2.10 The City designates Cory Roche; Environmental & Sustainability Specialist; 17425 Ballinger Way NE, Lake Forest Park, WA 98155; 206-957-2814; croche@cityofflp.gov, or designee, as the administrator of this Agreement for the City.

2.11 Questions or concerns regarding any issue associated with this agreement that cannot be handled by the Program’s Contract Administrator should be referred to the Local Hazardous Waste Management Program Director for resolution.

3. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2023, or the date of execution of the Agreement by both the County and the City and shall terminate on March 31, 2025. The City shall not incur any new charges after December 31, 2024. However, if execution by either Party does not occur until after January 1, 2023, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2023, and the later execution of the Agreement provided that the City complies with the reporting requirements of Section 2.5 of the Agreement.

4. TERMINATION

4.1 King County may terminate this Agreement in whole or in part, for convenience, without cause prior to the termination date specified in Section 3, upon thirty (30) days advance written notice.

4.2 King County may also terminate this Agreement, in whole or in part, for lack of appropriation, upon thirty (30) days prior written notice to the City. In accordance with King County Code 4A.100.070, if King County terminates this Agreement for non-appropriation, then King County’s costs associated

with such termination, if any, shall not exceed the appropriation for the biennium in which termination occurs.

4.3 This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section 3, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to nonperformance, misuse of funds, and/or failure to provide grant related reports/invoices/statements as specified in Section 2.5.

4.4 If the Agreement is terminated as provided in this section: (a) the County will be responsible to reimburse the City only for allowable expenses, in accordance with the terms of this Agreement for expenses incurred prior to the effective date of termination; and (b) the City shall be released from any obligation to provide further services pursuant to this Agreement.

4.5 Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other Party.

5. AMENDMENTS

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted Hazardous Waste Management Plan. Amendments will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope. Funds may be moved between tasks in the scope of work, attached as Exhibit A, upon written notification by the City to King County and written approval by the County.

6. HOLD HARMLESS AND INDEMNIFICATION

6.1 The City agrees to indemnify, defend, and hold harmless King County, and its elected or appointed officials, employees and agents, from all suits, claims, alleged liability, actions, losses, costs, expenses (including reasonable attorney's fees), penalties, settlements and damages of whatsoever kind or nature arising out of, in connection with, or incident to any acts or omissions of the City, its employees, agents, contractors or subcontractors in performing its obligations under this Agreement, except of the County's sole negligence.

6.2 The City's obligations under this section shall include, but not be limited to all of the following: (a) The duty to promptly accept tender of defense and provide defense to the County with legal counsel acceptable to the County and at the City's own expense; (b) Indemnification of claims made by the City's own employees or agents; and (c) Waiver of the City's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify the 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 City. The provisions of this Section 2.12 shall survive the expiration, abandonment, or termination of this Agreement.

7. INSURANCE

7.1 The City, at its own cost, or its contractor(s)/subcontractor(s) at their own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, contractors, and/or subcontractors. The minimum limits of Commercial General Liability insurance shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Such insurance shall include coverage for, but not be limited to, premises liability, ongoing operations, products and completed operations, advertising injury, and contractual liability. The minimum limit of Automobile Liability insurance shall be \$1,000,000 combined single limit per accident for bodily injury and property damage. If the work involves the transport of pollutants (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent) and MCS 90, or auto pollution coverage. Any deductible or self-insured retention(s) shall be the sole responsibility of the City or its contractor(s)/subcontractor(s). Such insurance shall cover King County, its officials, employees, and agents as additional insured for full coverage and policy limits against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit D unless Section VII.B. applies. Evidence of required coverage maintained by the contractor(s)/subcontractor(s) must be provided to the County prior to the commencement of any work.

7.2 If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit D.

7.3 If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit D.

8. ENTIRE CONTRACT; NO WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

9. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement. The Scope of Work set forth in Exhibit A shall be completed by the City no later than December 31, 2024. In the event that the scope of work is not completed by this date, then King County shall retain any unexpended Award funds.

10. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

11. NOTICE

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 first set forth below via electronic mail. A copy of any notice shall also be sent via first class mail to the address listed below.

Joy Carpine-Cazzanti, Contract Administrator, or a provided designee
King County Department of Natural Resources and Parks
Water and Land Resources Division
Hazardous Waste Management Program
201 S. Jackson Street, Suite 5600
Seattle, WA 98104
hazwastegovrelations@kingcounty.gov or jcarpine@kingcounty.gov

If to the City:

Cory Roche, Environmental & Sustainability Specialist, or a provided designee
City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155
croche@cityofflp.gov

Either Party hereto may, at any time, by giving ten (10) days written notice to the other Party, designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

12. GENERAL PROVISIONS

12.1 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

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

12.3 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.

12.4 This Agreement may be signed in multiple counterparts each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

12.5 This Agreement is for the benefit of the Parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third-party beneficiary or other rights whatsoever hereunder.

12.6 This Agreement shall be governed by and construed according to the laws of the State of Washington. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

City of Lake Forest Park

King County

BY _____
Jeff Johnson, Mayor
City of Lake Forest Park

BY _____
Maythia Airhart, Interim Director
Hazardous Waste Management Program

For Dow Constantine, King County Executive

Date

Date

Mayor
Jeff R. Johnson

17425 Ballinger Way NE
Lake Forest Park, WA 98155-5556
Telephone: 206-368-5440
Fax: 206-364-6521
E-mail: cityhall@ci.lake-forest-park.wa.us
www.cityoffp.com



November 2, 2022

Re: Application for 2023 – 2024 LHWMP Grant Funds

To whom it may concern:

Attached you will find our Local Hazardous Waste Management Scope of Work with description and budget for 2023-2024. We are very excited for the programs that will be possible because of these grant funds. Thank you for the opportunity to enhance our community of Lake Forest Park.

Sincerely,

Cory Roche

Cory Roche
Environmental & Sustainability Specialist
City of Lake Forest Park
206-957-2814



Contact Person: Cory Roche
Title: Environmental & Sustainability Specialist
Address: Lake Forest Park City Hall
17425 Ballinger Way NE
Lake Forest Park, WA 98155
Telephone number: (206) 957-2814
E-mail: croche@cityoflfp.gov

Education and Collection to Reduce Chemicals in the Environment

The City of Lake Forest Park has maintained a long-standing effort to educate its citizens on the hazards of using household chemicals to human health and the environment. Local Hazardous Waste Management Program funds will continue to be used for education and collection.

I. Task 1: Household Hazardous Waste-Education

Earth Smart Green Fair

An Earth Smart Green Fair will be held in Third Place Commons at the Lake Forest Park Town Center one Saturday in each spring of 2023/2024. The purpose of this event is to provide information to residents about using safe and environmentally friendly chemicals or to reduce their use entirely to their own benefit and the environment. There will be approximately 20 organizations providing exhibits and information on topics such as natural alternatives to household chemical products, chemical-free remodeling materials and techniques, chemical-free hygiene products, green gardening, waste reduction, and purchasing environmentally-safe products. There will be one presentation on one of the aforementioned topics. The fair typically attracts 300+ people and the same or more is expected each year.

II. Task 2: Household Hazardous Waste- Collection

Collection of Household Batteries

Collection receptacles are available for household batteries at City Hall year-round.

III. Yearly Performance and Impact Objectives for Task 1 and Task 2

- Community will modify their previous habits using chemicals
- 2,000+ pounds of batteries will be recycled and not put into the landfill



IV. Budget

Component Description	2023-2024 Budget	Total
Task 1	\$15,206.02	\$15,206.02
Task 2	\$2,500.00	\$2,500.00
TOTAL	\$17,706.02	\$17,706.02

Footnote: The 2023-2024 budget can be partly or totally spent in either 2023 and/or 2024

Agreement # HW1017

EXHIBIT B

2023-2024 BUDGET

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155

Component Description	2023-24 Budget
Task 1: Household Hazardous Waste Education	\$15,206.02
Task 2: Household Hazardous Waste Collection	\$2,500.00
Total	\$17,706.02

Footnote: The 2023-2024 budget can be partly or totally spent in either 2023 and/or 2024 but cannot exceed the budget total in these two years.



INVOICE

Agreement No. HW1017
 Exhibit C
 Period of Performance: 1/1/23-12/31/24

City of Lake Forest Park
 17425 Ballinger Way NE
 Lake Forest Park, WA 98155
 Invoice Processing Contact: Cory Roche
 206-957-2814
croche@cityofflp.gov

Submit signed invoice to:
 Joy Carpine-Cazzanti
 Hazardous Waste Management Program
 DNRP Water and Land Resources Division
 201 S. Jackson Street, Suite 5600
 Seattle, WA 98104
hazwastegovrelations@kingcounty.gov

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information	
Purchase Order #	
Supplier Name	City of Lake Forest Park
Supplier #	3016
Supplier Pay Site	BALLINGER WY
Remit to Address	17425 Ballinger Way NE Lake Forest Park, WA 98155
Invoice Date	
Invoice #	
Amount to be Paid	
Requisitioner name/phone Kristin Painter 206-477-5470	

Invoice for services rendered under this Agreement for the period of:

Start Date	End Date

MM/DD/YY

Project	Organization	Expend Acct	Task	CPA	Amount
1114016	860000	53105	001		

Please do not enter values in shaded cells. Enter "Previously Billed" and "Current" values only.

Expenditure Item	2023-24 Budget	Previously Billed	Current	Cumulative	Balance
HHW Education	\$15,206.02	\$0.00	\$0.00	\$0.00	\$15,206.02
HHW Collection	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
Total	\$17,706.02	\$0.00	\$0.00	\$0.00	\$17,706.02

Materials and quantities collected:

Gallons of motor oil	
Number of motor oil filters	
Gallons of mixed fuel	
Gallons of antifreeze	
Pounds of lead acid batteries	
Pounds of dry batteries	
Number of CFC appliances	
Number of fluorescent bulbs	
Other (please specify)	

Collection or education event details:

Number of events	
No. of participants at collection events	
No. of participants at education events	

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

 Recipient Signed Date

 Haz Waste Program Authorization / Approval Date

 Print Name

INVOICE DETAIL

Salaries & Wages- List by Employee	Hours	Rate of Pay/ Hr	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
------------------------------------	-------	-----------------	--------	-------------------	---------------------	---------------------------------	----------------------------------

Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Fringe Benefits	Base	Rate	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
-----------------	------	------	--------	-------------------	---------------------	---------------------------------	----------------------------------

Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-----------------	------	------	------	------	------	------	------

Consultant Costs- Itemize by consultant below	Unit of measure	Rate	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
---	-----------------	------	--------	-------------------	---------------------	---------------------------------	----------------------------------

			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -

Supplies- Please detail below	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
-------------------------------	--------	-------------------	---------------------	---------------------------------	----------------------------------

Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -
-----------------	------	------	------	------	------

Travel	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
--------	--------	-------------------	---------------------	---------------------------------	----------------------------------

In State Travel	Total # of Miles	Rate				
Out of State Travel	# of People	Rate				
Per Diem and Lodging	# of People	# of Units	Unit Cost			

Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -
-----------------	------	------	------	------	------

Other Costs- Please detail below	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
----------------------------------	--------	-------------------	---------------------	---------------------------------	----------------------------------

	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -

Overhead Costs- Please detail below	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
-------------------------------------	--------	-------------------	---------------------	---------------------------------	----------------------------------

	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -

Direct Costs Total	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
--------------------	--------	-------------------	---------------------	---------------------------------	----------------------------------

	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total	\$ -	\$ -	\$ -	\$ -	\$ -

Notes regarding this Invoice



P.O. Box 88030
Tukwila, WA 98138
Phone: 206-575-6046
Fax: 206-575-7426
www.wciapool.org

11/16/2022

Ref#: 14262

Public Health - Seattle & King County
Attn: Sarah Cox
401 5th Ave. CNK-PH-1300
Seattle, WA 98104

Re: City of Lake Forest Park
Local Hazardous Waste Management Program

Evidence of Coverage

The City of Lake Forest Park is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Lake Forest Park. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Lake Forest Park all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Roscoe".

Rob Roscoe
Deputy Director

cc: Shannon Moore
Cory Roche



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date May 11, 2023

Originating Department Public Works

Contact Person Jeff Perrigo, Public Works Director

Title Resolution 23-1894/Authorizing the Mayor to sign professional services agreement with Aspect Consulting, LLC for NPDES Municipal Stormwater Program Support

Legislative History

- First Presentation April 27, 2023 Regular Meeting
- Second Presentation May 11, 2023 Regular Meeting

Attachments:

1. Resolution 23-1894/Authorizing the Mayor to sign professional services agreement AG-### with Aspect Consulting, LLC for NPDES Municipal Stormwater Program Support.
2. Professional Services Agreement with Aspect Consulting, LLC

Executive Summary

The Department of Public Works (DPW) recommends awarding a professional services contract to Aspect Consulting, LLC (Consultant) for \$285,000.00 for NPDES Municipal Stormwater Program Support. This agreement would be in effect until the end of the 2023-2024 biennium. It would support numerous efforts DPW must complete during that timeframe as required by the Western Washington Phase II Municipal Stormwater Permit (Permit). Funding to support this contract will be provided by the surface water management fund and a capacity grant from the WA Department of Ecology.

Background

The current Permit includes new requirements for source control for existing development, which the Council reviewed in 2022 as part of enacting Ordinance 1241. DPW retained a consultant in 2022 to develop the foundational elements of its new source control for existing development program, which included a resourcing plan for completing annual site inspections and other ongoing program management. The resourcing plan described a city-staffed vs. contracted approach to completing this

new work, and DPW selected the contracted approach. The scope of work for this contract fully encompasses the estimated effort required to implement this new program. The contract scope of work also includes portions of Permit compliance work that DPW currently self performs and is intended to support a shift in DPW’s resourcing strategy for achieving Permit compliance from a staff-based to a contractor-based approach. This change aims to improve the City’s stormwater program management performance and help alleviate an existing staff resource constraint that limits DPW’s project delivery capacity.

Fiscal & Policy Implications

DPW reserved funding in its 2023-2024 budget to support this contract. Specifically, \$238,000 was reserved and is available in the surface water management fund to support the contract. The remainder of the contract price (\$47,000) will be supported by a capacity grant awarded by the WA Department of Ecology, the use of which is restricted to Permit compliance work.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Adopt Resolution 	<p>The City will contract with Aspect Consulting, LLC for NPDES Municipal Stormwater Program Support.</p>
<ul style="list-style-type: none"> • No Action 	<p>The City will not contract with Aspect Consulting, LLC. DPW would be required to identify a separate resourcing solution to complete the Permit-driven work supported by this contract. This would limit DPW’s capacity to manage active capital projects and/or risk noncompliance with the Permit. Noncompliance may result in administrative penalties issued by the WA Department of Ecology.</p>

Staff Recommendation

Review the proposed contract with Aspect Consulting, LLC. for NPDES Municipal Stormwater Program Support and provide staff with questions or feedback.

RESOLUTION NO. 23-1894

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH ASPECT CONSULTING, INC. FOR NPDES MUNICIPAL STORMWATER PROGRAM SUPPORT.

WHEREAS, the Department of Public Works (DPW) is responsible for ensuring the City’s compliance with the Western Washington Phase II Municipal Stormwater Permit (Permit), and determined in 2022 that contracted support services are necessary to address new Permit requirements, including source control for existing development and to support other existing Permit compliance work; and

WHEREAS, DPW published a Request for Qualifications on March 1, 2023, for the above-named contract to provide the needed support services and received three statements of qualifications (SOQ) from qualified consultants in response; and

WHEREAS, DPW staff evaluated the SOQs submitted and conducted interviews with all three consultants, and found Aspect Consulting, LLC (Consultant) to be the most qualified to perform the requested services; and

WHEREAS, DPW subsequently negotiated a contract agreement with the Consultant included herewith as Attachment 1;

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign a professional services agreement, Attachment 1 incorporated herein, with Aspect Consulting, Inc. for NPDES Municipal Stormwater Program Support.

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

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

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

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

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT
Agreement Title: NPDES Municipal Stormwater Program Support**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **Aspect Consulting, LLC** (the "Consultant"), is dated this _____ day of _____ 2023.

Consultant Business: Aspect Consulting, LLC

Consultant Address: 350 Madison Avenue North
Bainbridge Island, WA 98110

Consultant Phone: 206-328-7443

Consultant Fax: n/a

Contact Name James Packman (Associate Hydrologist)

Consultant e-mail: jpackman@aspectconsulting.com

Federal Employee ID No.: 91-2149055

Authorized City Representative for Andrew Silvia
this contract:

WHEREAS, the Department of Public Works (DPW) is responsible for ensuring the City’s compliance with the Western Washington Phase II Municipal Stormwater Permit (Permit), and determined in 2022 that contracted support services are necessary to address new Permit requirements including Source Control for Existing Development and to support other existing Permit compliance work; and

WHEREAS, DPW published a Request for Qualifications on March 1, 2023 for the above-named contract to provide the needed support services, and received three statements of qualifications (SOQ) from qualified consultants in response; and

WHEREAS, DPW staff evaluated the SOQs submitted and conducted interviews with all three consultants, and found the Consultant to be the most qualified to perform the requested services; and

WHEREAS, DPW staff subsequently negotiated this agreement with the Consultant;

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

1. Employment of Consultant. The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for the NPDES Municipal Stormwater Program Support project (“collectively “Scope of Work” or the “Work”). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

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

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

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 31, 2024, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

2. Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed two hundred, eighty-five thousand dollars (\$285,000.00) as shown on Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

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

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

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to the City's Accounting Supervisor, ap@ci.lake-forest-park.wa.us, its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

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

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

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

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

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

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

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

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

8. Insurance.

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

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.
2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and

Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Notices.

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

City of Lake Forest Park
Attn: Andrew Silvia
Department of Public Works
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

Aspect Consulting, LLC
Attn: James Packman
350 Madison Avenue North
Bainbridge Island, WA 98110

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

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

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

	CONSULTANT
CITY OF LAKE FOREST PARK WASHINGTON	ASPECT CONSULTING, LLC
By: _____ Jeff Johnson, Mayor	By _____ Typed/Printed Name:
_____ Date	Its _____ Date: _____
ATTEST:	
_____ Matthew McLean, City Clerk	

Date: _____

APPROVED AS TO FORM:

Kim Adams Pratt, City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

Section 10, Item A.

EXHIBIT B
CONTRACT PRICE INFORMATION

City of Lake Forest Park
NPDES Municipal Stormwater Program Support

Scope of Work

Aspect Consulting LLC

April 20, 2023

Introduction

Aspect Consulting, LLC (Aspect) has developed this Scope of Work for the City of Lake Forest Park (City) Department of Public Works (DPW) to provide consulting services in support of the City's Municipal Stormwater Program. The work follows requirements in the Western Washington Phase II Municipal Stormwater Permit (Permit) issued by the Washington State Department of Ecology (Ecology).¹

The scope of work addresses six tasks for which Aspect will provide support to the City Department of Public Works (DPW):

1. Project Management
2. Source Control for Existing Development
3. Illicit Discharge Detection and Elimination (IDDE)
4. Operations and Maintenance
5. MS4 Mapping and Documentation
6. Miscellaneous Program Planning and Implementation

Task 1. Project Management

Task 1 is for project management, which will include regular project status meetings, scheduling work, implementing and overseeing work, and monthly progress reports with invoices.

- Project status and coordination meetings monthly through 2023, and then every two months in 2024 (12 meetings total).
 - Includes scheduling and minutes
- Develop schedule to complete contract work
- Monitor and control execution of work to ensure performance aligns with established schedule, budget, and scope of work
- Perform quality assurance and quality control (QA/QC) review of work product(s)
- Prepare monthly progress reports and invoices
- Create Sharepoint site hosted by Aspect for documentation and sharing resources with the City

Task 1 Deliverables

- Minutes from regular monthly and bi-monthly meetings with City (12 meetings)
- Monthly progress reports and invoices (19 months)
- QA/QC documentation if requested by City, scope to be determined

¹ National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit. Scope elements address much of Permit Section S5.C. for the City's Stormwater Management Program (SWMP).

Task 1 Assumptions

- The schedule is scoped for June 1, 2023 through December 31, 2024.
- Regular meetings will be scheduled via meeting polls.

Task 2. Source Control

Task 2 includes preparing for and implementing the Source Control program. All scope elements of this task are funded for the entire contract period through December 2024. The following scope items are known and included in the budget.

- Program Preparation
 - Forms and Letters
 - Review existing inspection introduction letter
 - Create inspection forms for initial and follow-up inspections
 - Create inspection report template
 - Procedures
 - Create inspections tracking spreadsheet database
 - Prepare a short standard operating procedures (SOP) document (based on memorandum *Source Control Inspection Program Resourcing Recommendations*, Parametrix, July 2022).
- Inspections
 - Perform site inspections in accordance with Permit requirements for Source Control.
 - Equal to 20 percent of sites per existing inventory of 125 sites.
 - Target for inspections: 50 total = 25 during 2023 + 25 during 2024.
 - Will include initial inspection and follow-up inspections as needed to confirm appropriate correction of noted pollution control issues.
- Technical Assistance
 - Provide technical advice during site visits.
 - Prepare information for best management practices (BMPs) provided in inspection reports.
 - Respond to requests for technical assistance information from businesses included in program.
- Recordkeeping and Documentation
 - Document inspection results and track progress in a spreadsheet database.
 - Keep track of updated business/site contact information as learned during program implementation.
- Enforcement Support
 - Provide limited code enforcement support, which may include drafting Notices of Violation and other correspondence with alleged violators, attending hearings, negotiating compliance agreements, and related support.
- Inventory Update
 - During 2024, update the source control site. The timing of the update will be planned with the City during 2024.
 - The inventory update to be based on site inspection history as information is available, and with desktop review of business/site status and business licensing information.

Task 2 Deliverables

- Comments on inspection introduction letter
- Inspection-related deliverables:
 - Template documents for post-inspection letter and inspection report
 - Inspection tracking spreadsheet database
 - Draft and final correspondence and inspection reports with inventoried site owners or operators
 - Inspections progress tracking information per Permit requirements documentation
 - Enforcement support, including draft and final NOVs, and draft and final compliance agreements
- Updated source control site inventory (Excel file)
- Memorandum describing inventory update procedure and results

Task 2 Assumptions

- The inspection procedures SOP will be up to approximately 8 pages.
- The approach for the source control program is intended to be simple to meet Permit requirements without use of specialty software or field equipment.
- Inspection introduction letters will be printed and mailed to entire inventory.
- Post-inspection reports and letters and other correspondence will be emailed after collecting/confirming site contact information during inspection.
- Consistent with guidance in the Permit, an “inspection” will be counted for all site visits, including initial, follow-up, and screening (includes turn-aways).
- The City will provide an updated list of business license records during the planning to update the site inventory.
- Code enforcement support is limited to approximately three enforcement actions per year.

Task 3. IDDE

Task 3 is for supporting the City’s IDDE program. All scope items of this task are funded for the entire contract period through December 2024. The following scope items are known and included in the budget.

- Work with DPW staff to develop a user-friendly standard operating procedure (SOP) for improved spill response and reporting with a flow chart as a guide.
- Perform limited field investigation of up to 6 reported spills events as requested by DPW staff.
- Document IDDE incidents for reporting data in Ecology-specified format (per Permit Appendix 12).
- Perform primary field screening of 12 percent of MS4 for illicit discharges in accordance with the City’s adopted screening procedure (2020 ICID Manual) and Permit requirements
 - The target number of outfall structures for screening is 12 per year based on previous screening analysis information provided by the City.
 - The screening will focus on common pollutant issues in urban stormwater systems with a general assessment of potential illicit discharges. Information collected at each site will include:
 - *In-situ* water quality measurement (includes pH, dissolved oxygen (DO), temperature, turbidity, specific conductance, and oxidation-reduction potential).

- Recorded observations of structure/site condition (with screening notes on deposits/stains/sheens, erosion, structure integrity, vegetation, trash/debris, odors, and water color).
- Perform secondary sampling/source tracing as appropriate per outfall screening results.
 - Source tracing to be done at an assumed 6 structures/locations per year.
 - The choice of source tracing locations will be decided in discussion with the City.
 - Source tracing will include the same field observations as outfall screening plus up to 6 water samples.
 - Water samples are planned to be analyzed for key indicator parameters, including fecal coliform bacteria, ammonia, oil and grease, and fluoride.
- Prepare annual report summary of IDDE program activities, including GIS maps of yearly spill response activities.
- Provide limited IDDE code enforcement support to DPW including drafting Notices of Violation (NOVs) and other correspondence with alleged violators, attending hearings, negotiating compliance agreements, and related support.

Task 3 Deliverables

- SOP for Spill Response and Reporting
- Spill investigation reports
- Field sheets and sample results for outfall screening and source tracing
- Annual spill investigation summary memorandum with an IDDE GIS map and an IDDE incident data file in Ecology-approved format
- Code enforcement support documents including draft NOVs, letters, and compliance agreements

Task 3 Assumptions

- Spill response assumptions:
 - Up to 6 spill investigations per year or up to the budget assigned for this task.
 - Aspect will respond to up to approximately 6 spill investigation requests by the City during business hours to support the City with spill investigations.
 - Response time for investigations will be as soon as possible and may range from same day to several days later depending on staff availability.
- Outfall screening and source tracing assumptions:
 - Includes screening at up to 12 outfalls or other drainage structures/locations.
 - Includes limited source tracing follow-up based on outfall screening results at up to 6 structures/locations.
 - Field work will be done from the ground surface; no confined space entry or work from heights with fall hazards will be performed.
 - Samples: up to 12 water samples total for outfall screening; up to 6 samples total for source tracing samples.
- The IDDE incident tracking will be via a simple approach with an online shared spreadsheet form for consultant and City use in documenting reported spills.
- This task does not include emergency spill response or cleanup or monitoring the City's spill hotline.

Task 4. Operations and Maintenance

Task 4 is for operations and maintenance program support. Work on this task is funded for selected activities planned for 2023, and additional tasks and deliverables are noted that require additional funding to be implemented.

The following scope items are known and included in the budget.

- Review and provide recommendations for updating and consolidating materials for vendor procurement and contract documents. Existing contract documents will be reviewed, including vendor contracts for:
 - Stormwater System Cleaning
 - Drainage Catch Basin Inspection and Data Collection
 - Drainage System Repair and Maintenance
 - Drainage facility inspections
- Limited coordination with GIS for spatial data needs for O&M infrastructure updates (e.g., vendor field data).

Task 4 Deliverables

- Table or short memorandum from review of vendor procurement and contract documents with recommendations for updating and consolidating.

Task 4 Items Not Budgeted At This Time

- Develop updated and consolidated version of procurement and contract documents for O&M work to be performed by contracted vendors and consultants
- Support to DPW with managing vendor contracts for catch basin/facility inspection and maintenance
- Review bids received per established responsiveness and responsibility criteria, develop bid tabulations and award recommendations
- Review contracted deliverables, other work products, and invoices for consistency with contract requirements. Develop comment resolution log and track resolution progress with vendor.
- Work with DPW staff to create a user-friendly portable SOP for documenting DPW's practices, policies, and procedures for reducing impacts from stormwater runoff on City land.
 - Assist DPW in fabricating/reproducing the finished SOP for DPW crew member field use.

Deliverables on hold awaiting further funding:

- Draft and final contract procurement documents, e.g. Invitations to Bid, RFP/Q
- Bid tabulations
- Written recommendations to award contracts
- Comment log for documentation and resolution of vendor deliverable deficiencies
- SOP documentation resource for City O&M policies, practices, and procedures

Task 4 Assumptions

- O&M support work will reference the *King County Surface Water Design Manual* and the *King County Stormwater Pollution Prevention Manual*, which were adopted by the City for stormwater planning and engineering.

Task 5. MS4 Mapping and Documentation

Task 5 is for Mapping and Documentation support for the municipal separate storm sewer system (MS4). Work on this task is funded for selected tasks planned for 2023, and additional tasks and deliverables are noted that require additional funding to be implemented.

- Assist DPW in updating MS4 GIS mapping standards and policies as needed

Task 5 Deliverables

- Short memorandum with recommended updates to GIS mapping standards and GIS policies, including an annotated Policy & Feature Class Definitions spreadsheet

Task 5 Items Not Budgeted At This Time

- Perform field investigation to resolve MS4 mapping uncertainties
 - Field investigations may require engaging a vendor or specialist
- Update DPW's MS4 geodatabase per new/legacy site development plans, field investigation results, and other resources

Deliverables on hold awaiting further funding:

- Updated MS4 GIS files (e.g. geodatabase) and static (e.g. PDF) maps

Task 5 Assumptions

- Two meetings will be scheduled with City to get available data, talk through GIS data work flow, and discuss needs for improvement.
- Some initial mapping and data discovery is included in the Source Control and IDDE tasks that will help this task's effort.
- The City will provide updated working copies of existing GIS data and access to online resources as required, e.g., ArcGIS Online.

Task 6. Miscellaneous Program Planning and Implementation

Task 6 is for miscellaneous program planning and implementation support. The following scope items are known and included in the budget. Work on this task is funded for selected tasks, and additional tasks and deliverables are noted that require additional funding to be implemented.

Stormwater Management Plan (SWMP)

- Track SWMP implementation progress with assigned resources.
- Prepare an annual update to the City's SWMP documents, *Stormwater Management Program Plan*, for submission to Ecology as part of the annual report.
- Conduct one annual 4-hour workshop in 2023 with DPW and other City staff as appropriate to share SWMP updates for the year ahead and plan for annual report assignments.

Annual Report

- Lead and coordinate the preparation of the Permit annual report for 2023.
- Assign DPW staff and consultant team members to collect and prepare information needed for annual report.
- Prepare annual report document, provide QA of content, and provide completed annual report materials to the City for upload and submission to Ecology by March 31, 2024.

Task 6 Deliverables

- One 4-hour SWMP workshop in 2023 with City staff
- Spreadsheet table for tracking SMPW actions
- Draft and final annual SWMP Plan (Word file)
- Draft and final annual report file (as Excel spreadsheet with action summaries attached)

Task 6 Items Not Budgeted At This Time

Stormwater Management Plan (SWMP)

- Annual 4-hour workshop in 2024 for SWMP updates and annual report planning.

Municipal Code Updates

- Develop municipal code gap analyses as needed to ensure alignment of city codes with Permit requirements.
- Assist DPW in implementing municipal code updates if needed including drafting proposed municipal code language, preparing SEPA checklists, and attending public meetings.

SMAP Implementation

- Assist DPW in implementing its forthcoming Stormwater Management Action Plan (SMAP). Assistance may include, but is not limited to, procurement and contracting support for actions to be implemented via contract, e.g. capital projects.
- Assist DPW as needed in planning to comply with anticipated future Permit requirements including, but not limited to, tree retention, street sweeping, and stormwater controls for priority developed areas.

Deliverables on hold awaiting further funding:

- Draft and final municipal code revisions (MS Word file) and associated SEPA checklists
- Memoranda documenting results of planning workshops, municipal code review, or other work associated with this task
- SMAP implementation planning deliverables to be determined.

Task 6 Assumptions

- The City PM will identify City staff who will be responsible for answers to selected annual report questions.
- Aspect will assemble the information for the annual report and provide it to the City in a timely manner prior to March 31, 2024 in a format compatible for upload by the City to the [Ecology Permit and Reporting Information System](#).
- The City's responsibilities under this task include the following:
 - Submittal of the Annual Report and other required documents to Ecology in a timely manner
 - Ensuring the SWMP work is implemented
 - Overall NPDES Permit compliance as the permittee

Schedule

The approximate schedule for the work is provided below. A detailed schedule will be prepared as part of Task 1.

1. Project Management	
June 1 – July 15, 2023	City Project Manager on family leave
June – December 2023	Monthly project status meetings
January – December 2024	Every other month project status meetings
June 2023 – December 2024	Monthly progress reports and invoices
2. Source Control for Existing Development	
June – August 2023	Prepare inspection resources
September 2023 – December 2024	Target: 50 inspections with technical assistance and recordkeeping
Schedule to be determine in 2024	Source Control site inventory update
June 2023 – December 2024	Source control code enforcement support as needed
3. Illicit Discharge Detection & Elimination	
June – September 2023	Prepare Spill Response SOP and incident documentation resources
October 2023 – December 2024	Spill field investigation, documentation, and reporting
October 2023 - December 2024	Outfall screening
June 2023 - December 2024	IDDE code enforcement support as needed
4. Operations & Maintenance	
July – September 2023	Review vendor procurement and contracting documents
October - November 2023	Prepare recommendations for updating and consolidating vendor procurement and contracting documents
November - December 2023	Internal coordination with GIS regarding O&M spatial data needs
5 . MS4 Mapping and Documentation	
June – September 2023	Meet with DPW staff to review GIS mapping standards and policies
October - December 2023	Prepare memorandum with recommended updates and notes on existing spreadsheet with existing policies
6. Miscellaneous SWMP Planning and Implementation	
June – August 2023	Prepare tracking spreadsheets for SWMP implementation and Annual Report assignments
September – October 2023	Prepare and convene workshop with DPW staff
November – December 2023	Update of SWMP for 2024; gather annual report information
January – March 2024	Prepare Annual Report

Budget

The scope of work was prepared to meet the City’s available budget for this program for consultant support through December 2024, which is \$285,000 total.

The scope items listed above that are not included in the budget can be expanded and negotiated later in the contract as those items are discussed and prioritized with the City.

Disclaimer

This scope and associated level of effort budget is provided to the City of Lake Forest Park, Washington (Client) in accordance with generally accepted professional practices for the nature and conditions of work completed in the same or similar localities. This scope and budget apply only to the services described above for the Client. Any use or reuse by any party other than the Client is at the sole risk of that party, and without liability to Aspect Consulting. This estimate does not represent a legal opinion or a formal proposal of work. No other warranty, expressed or implied, is made.

Budget Table

	Principal Knutson \$305-327	Sr. Associate Wittman \$267-286	Associate Packman, Berkompas, Rice \$253-271	Senior Pruneda \$238-255	Project Hite, Guyton, Longmire \$176-189	Staff 3 Rockwell \$161-173	Staff 1 Velasquez \$137-147	Editor Koogler \$140-150	Coordinator Olason, Duval \$120-129	LABOR	EXPENSES	TOTAL
Task 1. Project Management	4	5.75	72.5		5.75	2			7.75	\$24,211		\$24,211
Task 2. Source Control Program		5	173		14.5	175	177	4		\$103,988	\$848	\$104,836
Task 3 IDDE		2	106		288		112	4	8	\$97,902	\$4,179	\$102,081
Task 4 O&M	2	2	25	6	8					\$10,305		\$10,305
Task 5 MS4 Mapping and Documentation		16	6		20			3		\$9,730		\$9,730
Task 6 Miscellaneous Support	4	6	98		26			6		\$33,838		\$33,838
TOTAL	10	36.75	480.5	6	362.25	177	289	17	15.75	\$279,974	\$5,027	\$285,000

Notes:

- Mileage included at current (2023) federal reimbursement rate of \$0.655.
- Expenses include:
 - Water samples analyzed by an Ecology-certified laboratory. 12+6=18 total at \$300 per sample
 - Water quality sonde daily rental at \$75 per day
 - \$500 in consumable costs for IDDE field work (including high-power flashlights, ice for samples, and equipment for sampling and probing)

Schedule of Charges



SCHEDULE OF CHARGES

Effective January 2023

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

ENGINEERS, SCIENTISTS, AND ANALYSTS	Hourly Rate
<i>Principals and Associates</i>	
Principal 2	\$ 305
Principal 1	289
Sr. Associate	267
Associate	253
<i>Senior, Project, and Staff Professionals</i>	
Senior 3	253
Senior 2	238
Senior 1	222
Project 3	204
Project 2	189
Project 1	176
Staff 3	161
Staff 2	148
Staff 1	137
TECHNICAL AND PROJECT SUPPORT	
<i>Field Operations</i>	
Technician 2	\$ 122
Technician 1	112
<i>Design, CAD, and Graphics</i>	
Engineering Designer	176
Sr. CAD	157
CAD	138
Sr. Graphic Designer	128
Graphic Designer	119
<i>Technology</i>	
Sr. Software Developer	250
Software Developer	219
<i>Technical Editing and Project Coordination</i>	
Sr. Technical Editor	140
Coordinator 3 / Technical Editor	128
Coordinator 2	120
Coordinator 1	111
OTHER CHARGES	
Mileage	Federal Gov't Rate Plus 15%
Subcontractors and Project Expenses	Cost Plus 15%
Legal Testimony	\$500 per hour

Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.

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City Administrator Report

City of Lake Forest Park

Date: May 11, 2023

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

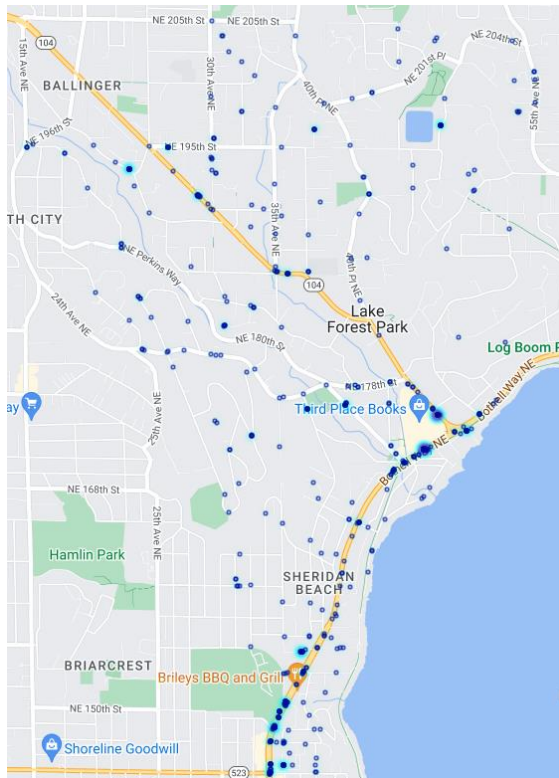
CC: Honorable Mayor Jeff Johnson
Leadership Team

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

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

I. Intergovernmental and local issues update.

Police Department

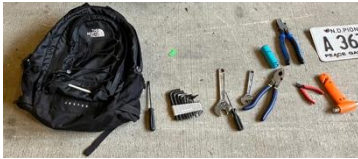


Police incidents heatmap for April 2023:

Each blue dot is an incident generated by dispatch or an officer. This map represents **926** incidents in **April**.

Type	Calls
Suspicious Circumstances	92
Theft	35
Alarm	24
Vehicle Prowl	19
Welfare Check	17
Warrant LFP	14
Traffic Accident	12
Malicious Mischief	8
911	8
Disturbance	8
Burglary	4

Notable Incidents



Officers responded to a vehicle prowling in progress in the 14800 block of Bothell Way NE. The witness provided a good description of the suspect, and the officers were able to locate and detain the subject before he could leave the area. The suspect had in his possession burglary tools and stolen property. The investigation revealed that the vehicle associated with the suspect was also stolen. The suspect was arrested and transported to the King County Correctional Facility in Seattle.

Officers were responding to other calls for services when they observed two subjects pushing an Albertsons shopping cart in a nearby park. When contacted, the subjects turned out to be a 15-year-old and a 17-year-old runaway who had shoplifted food because they were hungry. The juveniles were taken into protective custody, the store manager was contacted, and night shift officers bought pizza and drinks for the runaways until the parents could be contacted.

LFPPD officers are "Crisis Intervention" trained professionals who provide compassionate care and services when there is a need. Together with local, county, and state resources for youth, families and others in crisis, services are provided to help our citizens and residents.

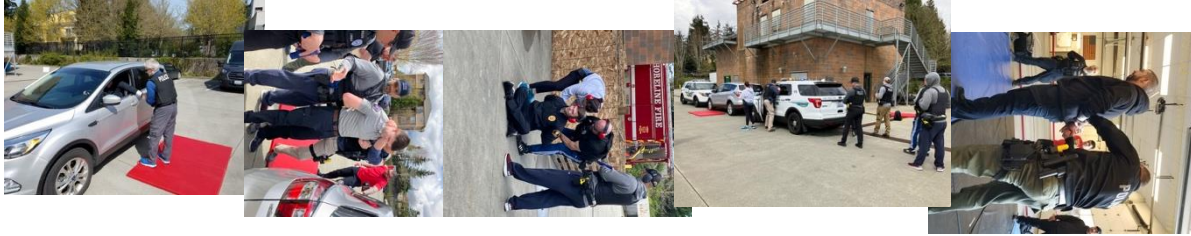
Officers were dispatched to a call from a suicidal individual who claimed to not have a firearm but possessed a machete and expressed a willingness to end their life. The person was wandering around the vicinity of Arco. Upon making contact, officers determined that the individual was in a state of distress and had recently been involved in a car crash that had caused significant damage to their \$130,000 vehicle. The individual cooperated with the officers and surrendered the machete, stating that they simply wanted to take a walk.

Officers responded to an assault. Two subjects had been having issues over the last year. One subject snapped a picture of the other holding a gun threatening the other in a Kenmore incident. The victim was hanging out with friends at Whispering Willow Park. The suspect showed up and the victim ran away, down the Burke Gilman trail. The suspect tracked the victim down and attacked the victim. The victim was hit in the head several times. The suspect was taken into custody for pending assault charges.

There has been a recent uptick on juvenile calls related to runaways and several calls on intoxicated and drug related incidents.

In-Service Training

Officers wrapped up their Spring In-Service training in the final week of April. This training encompassed scenario-based exercises, vehicle extraction techniques, defensive tactics, and a refresher on non/less lethal tools.



New Hire!

Our newest police officer, Sam Gouin, was warmly welcomed on May 1. However, due to the overwhelming demand, the earliest available academy class is scheduled for April 2024, which is not a typo. We are hoping for an opening in the coming months. In the meantime, Sam will be participating in ride-alongs and internal department training programs.

Recruit Samantha (Sam) Gouin started on May 1. She is a veteran of the United States Marine Corps and had a few key roles throughout her time in the military. Sam held the position of Security Corporal at the Kemper Development Company, Shift Coordinator and Supervisor for Praetorian Detective Agency, and Key Holder at the Mariners Team Store. In addition to those positions, Sam completed an Associates at North Seattle College and received a certification at the National Personal Training Institute.



Sam is happily married to her wife, Bryce, for over two years and loves spending time together traveling, going on adventures, and exploring new places for food. To help counterbalance the love for food, Sam is physically active in any way possible as such, lifting weights, hiking, running, biking, paddle boarding, and walking their 14-year-old pittie, "Ricky".

Sam states she is always looking for "ways to be engaged, learn, and continue my professional and personal development." Sam said, "So, with that I'll say I am so honored and ecstatic to be a part of the Lake Forest Park Police Department and its community."

We are currently in the final stages of background checks with one more applicant and we anticipate hiring her by June 1. However, that still leaves one open position that we have been actively recruiting for.

Axon Roadshow



The Police Department is set to hold an AXON Roadshow on May 11, exclusively for our first responder and law enforcement community. This roadshow, which features 91 events, is being hosted by Axon in various parts of the country, and we are excited to have them visit LFP as well as the Swedish Health Campus in Issaquah, making it the only

roadshow stop in Washington state! The roadshow will showcase new technology, including the real-time video feed feature and the extended battery life (14 hours), which we are particularly interested in. Here in LFP, we utilize the Taser 7 system and the Axon 3 cameras, as well as evidence.com for all digital storage.



NEMCo

On Saturday, April 29 our CERT and RACES volunteers participated in a regional “5th Saturday” emergency communications drill. While the RACES group performed radio checks and communications exercises in our Emergency Operations Centers (EOC), this drill also incorporated a CERT functional exercise. During this exercise, CERT members utilized the empty medical offices near city hall to practice searching for disaster survivors, to triage roll players with make-up simulating various fake injuries, and to carrying these survivors to a medical check point. CERT and RACES also practiced integrating tactical communications from CERT members into EOC communications to help improve emergency operations.



On Thursday, April 20, members from the NEMCo Board (including representatives from LFPPD, NUD, and Shoreline Fire Department) toured the Verizon ‘switch’ site in Redmond to learn about the measures that have been taken to ensure the telephone and data communications systems that are used in Lake Forest Park are resilient enough to respond to various disasters. This tour included a walkthrough of the physical server site as well as the ‘yard’ where they stored emergency generators, portable cell phone towers, and other response supplies.

II. Internal City Information

Finance Department:

Local sales & use tax rates and changes

Washington State Dept. of Revenue Effective April 1 - June 30, 2023

Local sales/use tax changes
(Effective April 1, 2023)

City of Lake Forest Park

Sales and use tax within the City of Lake Forest Park will increase one-tenth of one percent (.001). The tax will be used for transportation services.

The City of Lake Forest Park has increased the sales & use tax to **10.2%**, from 10.1%, as of April 1, 2023 to pay for transportation related services within the City limits.

Local sales and use tax rates

Tax changes are blue and bolded

Effective April 1 - June 30, 2023

(We update tax rates every quarter. Please visit dor.wa.gov for current rates.)

Location	Sales/Use Tax			
County/City	Loc. Code	Local Rate	State Rate	Combined SalesTax (1)
KING (cont.)				
Lake Forest Park	1717	.037	.065	.102

Passport Services

During April, we processed 371 passports with 192 photos for a total revenue of \$16,945. By comparison, in April 2022, there was a revenue of \$14,691.

Month	Passport Revenue	Photo Revenue	Total
April	\$12,985	\$3,960	\$16,945

Records Requests

For April, there were 23 police department record requests made, along with 8 public records requests made. The staff has spent over 32 hours on records requests.

Here is a breakdown for 2022 for the records department:

Police records requests closed in 2022 – 385

City records requests closed in 2022 – 149 (includes 19 that carried over from 2021)

Boxes of records shredded – 23 by Muni Services staff (excludes any shredded by Municipal Court or PD)

Boxes of records sent to archives – 3 (two boxes of franchise files, one box pertaining to utility issues)

III. Council Information

IV. Response to Citizen and Council Comments

Timeline - Bridge Replacement at 18269 35TH AVE NE

- Early February - Planning Staff responded to a call indicating that there appeared to be some work going on in Lyon Creek at the address listed above. When staff members arrived, they found the bridge in the picture below had been completely removed. A stop work order was posted and the contractors who were on site were given contact information and encouraged to come in and apply for a permit. They were also informed that the bridge replacement would probably also require a Hydraulic Permit Approval (HPA) from the State Department of Fish and Wildlife. None of the residents of the home came out during the site visit.
- February 16 - Stephen Benowitz (one of the residents of the house) contacted Planning Director Bennett and said it was critical to get the bridge replaced as soon as possible because of the residents' health issues. Planning Director Bennett sent Mr. Benowitz an email explaining the process for applying for an emergency critical areas permit and gave him contact information for the State Department of Fish and Wildlife staff member that could help him with getting an emergency HPA permit.
- March 9 - Nell Miller and Marilyn Campbell (also residents in the house) spoke during the public comment portion of the City Council meeting and asked the Council for help. After they spoke, Planning Director Bennett talked to them and gave them a copy of the critical areas permit application and encouraged them to get it in as soon as possible. They mentioned that they do have some vehicular access through their neighbor's property but deliveries were the main problem.
- March 13 - Ms. Miller dropped off a completed application but did not provide any plans for the replacement bridge.

- March 20 - Planning Director Bennett spoke with Jesse Dykstra from the Department of Fish and Wildlife (DFW) in an effort to find out if there was anything he could do to facilitate the process for a temporary or permanent bridge replacement and asked if there were any entities that could provide some technical assistance with the permitting process to the residents. Mr. Dykstra suggested getting in touch with Mid Sound Fisheries Enhancement Group, a non-profit, that does this type of work. Mr. Dykstra also noted that, with both a temporary and permanent replacement, DFW would be looking for an environmental determination from the City. Planning Director Bennett spoke with Ms. Miller the same day and emailed the information along with a request to complete a SEPA checklist and encouraged Ms. Miller to submit the drawings of the project that she mentioned on the phone.
- March 21 - April 12 – The residents’ contractor is communicating with Building and Planning staff and submits a site plan, structural calculations, and the arborist report to the City. Building Official Killman advised the residents’ contractor that he cannot review their building permit application until he has heard from Fish and Wildlife that an HPA (hydraulic permit) has been issued. Mr. Killman indicated that the contractor seems reluctant to pursue the HPA approval.
- April 26 – Upon receiving news from Jim Stoetzer that Ms. Miller had fallen while crossing the temporary pedestrian bridge, Planning Director Bennett responds to Mr. Stoetzer and the residents’ contractor and underscores the need for the residents’ contractor to apply to the Dept. of Fish and Wildlife for the HPA and submit a SEPA checklist to the City. Mr. Bennett noted in his email that the City does not have sole jurisdiction over work in the creeks and can’t complete these steps for the homeowners.
- April 27 – The residents’ contractor submitted the completed SEPA checklist.
- May 4 – Planning Director Bennett issued a statement of SEPA exemption and sends it to Fish and Wildlife acknowledging to DFW that the City is anticipating the need for an HPA and will base its approval of the local permit on DFW’s conditions for approval in the HPA.

V. Contract Reporting

Nothing to report.

VI. Legislative Update

VII. Community Events

Recycling Collection Event with the City of Kenmore May 13, 2023!



The Cities of Lake Forest Park and Kenmore are partnering for a combined Recycling Collection Event! Take a look at the [Event Flyer](#) to view the full list of what you can and cannot bring. Please be aware fees do apply for certain items. The collection event will take place Saturday, May 13, 2023 from 9:00 a.m. to 3:00 p.m. at [Northlake Lutheran Church](#).

Rain Barrel's and Compost/Worm Bin's will be available for purchase, while supplies last for \$25, cash only. Please provide exact change for user fees.

Items you can bring ([please view the event flyer for full details and information](#)):

Tires*, Propane Tanks*, Electronic Equipment, Appliances and Scrap Metal*, Cardboard, Porcelain Toilets & Sinks*, Lead Acid & Household Batteries, Mattresses*, Paper Shredding (4 box limit), Clean Bulky Wood, and Refrigerators & Freezers*.

*Fees apply

Please note: No flat beds or dump trucks allowed. We reserve the right to refuse over-sized, commercial, contaminated, excessive, or unacceptable loads.



The LFP Green Fair is back April 29th!!

When?!

**Saturday, April 29,
2023**

10 AM to 2 PM

Where?!

Third Place Commons
17171 Bothell Way NE
Lake Forest Park WA 98155

Learn,
Have Fun,
& Go Green for FREE!!

Vendors from all different backgrounds will be in attendance
supplied with giveaways and able to answer your questions!

Learn to save the Planet

Reduce, Reuse, Recycle, & Be Green!





Sponsored By:



King County
as part of the Local Hazardous
Waste Management Program
in King County

The LFP Green Fair returned this year for the first time since before covid! Organizations with booths and attendees had a great day and appreciated the event. All are looking forward to coming back next year for another successful fair!





VIII. Upcoming City Sponsored Events

[Recycling Collection Event with the City of Kenmore May 13, 2023!](#)

The Cities of Lake Forest Park and Kenmore are partnering for a combined Recycling Collection Event! Take a look at the Event Flyer to view the full list of what you can and cannot bring. Please be aware fees do apply for certain items. The collection event will take place Saturday, May 13, 2023 from 9:00 a.m. to 3:00 p.m. at Northlake Lutheran Church.

[Community Emergency Response Training \(offered by NEMCo\) - Session 4 of 8](#)

May 18, 2023, 6:00 PM - 9:00 PM @ Kenmore Fire Station 51

The NEMCo CERT Program provides information on local hazards and community training on basic preparedness for events that include earthquakes, windstorms, snow events, floods, landslides, and more. Classes are presented by trained CERT community members in the areas of fire safety, basic first aid, disaster medical operations, light search and rescue, utility management, and overall preparedness.

[Community Emergency Response Training \(offered by NEMCo\) - Session 5 of 8](#)

May 25, 2023, 6:00 PM - 9:00 PM @ Kenmore Fire Station 51

The NEMCo CERT Program provides information on local hazards and community training on basic preparedness for events that include earthquakes, windstorms, snow events, floods, landslides, and more. Classes are presented by trained CERT community members in the areas of fire safety, basic first aid, disaster medical operations, light search and rescue, utility management, and overall preparedness.

IX. Meetings Calendar

[City Council Budget & Finance Committee Meeting \(hybrid meeting\)](#)

May 18, 2023, 6:00 PM - 7:30 PM @ City Hall and via Zoom

[City Council Committee of the Whole Meeting \(hybrid meeting\)](#)

May 22, 2023, 6:00 PM - 7:30 PM @ City Hall and via Zoom

[Parks and Recreation Advisory Board Meeting \(hybrid meeting\)](#)

May 23, 2023, 7:00 PM @ City Hall and via Zoom

[City Council Regular Business Meeting \(hybrid meeting\)](#)

May 25, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom