



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, November 09, 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. Month of Movember - November 2023

B. Native American Heritage Month - November 2023

5. **PRESENTATIONS**

A. Lakefront Improvements Plan Progress Update

B. Discussion, Consideration and/or Action on Resolution 23-1931/Authorizing the Mayor to Sign an Amendment to a Professional Services Agreement with DCG-Watershed for Additional Assistance with the Lakefront Improvements Design, Engineering, Environmental Review, and Permitting Project

6. **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.***

7. **CONSENT CALENDAR**

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

A. October 23, 2023 City Council Committee of the Whole Meeting Notes

B. October 26, 2023 City Council Regular Meeting Minutes

C. City Expenditures for the Period Ending November 9, 2023

D. Resolution 23-1928/Authorizing the First Addendum to the Interlocal Agreement with the City of Sunnyside for Jail Services

E. Resolution 23-1929/Adopting the Revised 2023-24 Legislative Agenda

8. ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION

A. Resolution 23-1930/Authorizing the Mayor to enter into a Contract for Public Defense Services with Stewart MacNichols Harmell, Inc., P.S.

B. Resolution 23-1932/Authorizing Mayor to Sign Contract Agreement with Ventilation Power Cleaning, Inc. for 2023 Stormwater System Cleaning

C. Ordinance 23-1282/Creating Chapter 18.74 of the Lake Forest Park Municipal Code - Sale, Disposition or Lease of Surplus Real Property for Affordable Housing

D. Ordinance 23-1283/amending section 10.06.010 of the Lake Forest Park Municipal Code regarding authorization for traffic safety cameras in school walk areas, public park speed zones, and zones subject to specific penalties for racing and race attendance.

9. ORDINANCES AND RESOLUTIONS FOR ACTION

A. 2023-2024 Mid-Biennial Budget Adjustment (Amendment)

B. Ordinance 23-1279/Levying the general taxes for the city of Lake Forest Park in King County for the fiscal year commencing January 1, 2024, on all property, both real and personal, for the purpose of providing sufficient revenue

C. Ordinance 23-1280/Levying the Property Tax for the Calendar Year 2024

D. Resolution 23-1922/Setting the Surface Water Utility Rates for 2024

E. Resolution 23-1923/Adopting 2024 User Fees

F. Ordinance 23-1281/Amending the Adopted Biennial Budget for the years 2023-2024.

10. COUNCIL DISCUSSION AND ACTION

11. OTHER BUSINESS

12. COUNCIL COMMITTEE REPORTS

A. Councilmember Reports

B. Mayor's Report

C. City Administrator's Report

13. ADJOURN

FUTURE SCHEDULE

--Friday, November 10, 2023 City Hall Closed in observance of Veterans Day

--Thursday, November 16, 2023 City Council Budget and Finance Committee Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*

--Thursday, November 23, 2023 City Hall closed in observance of Thanksgiving

--Friday, November 24, 2023 City Hall closed in observance of Native American Heritage Day

--Thursday, December 14, 2023 City Council Work Session Meeting 6 pm – *hybrid meeting (Zoom and*

City Hall)

--Thursday, December 14, 2023 City Council Regular Business Meeting 7 pm – *hybrid meeting (Zoom and City Hall)*

--Thursday, December 21, 2023 City Council Budget and Finance Committee Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*

--Monday, December 25, 2023 City Hall closed in observance of Christmas

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

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



PROCLAMATION

WHEREAS, the global charity Movember Foundation’s vision is to have an everlasting impact on the face of men’s health; and

WHEREAS, the Movember community of over 5 million men and women have raised over \$650 million, funding over 1000 programs in 21 countries – this work is saving and improving the lives of men affected by prostate cancer, testicular cancer and mental health problems; and

WHEREAS, men are dying on average 6 years earlier than women and for largely preventable reasons; and

WHEREAS, 1 in 7 men will be diagnosed with prostate cancer in his lifetime and treatment options for prostate cancer vary depending on a man’s age, stage and grade of his cancer, as well as his other existing medical conditions; and

WHEREAS, testicular cancer is the most common cancer in males between the ages of 15 and 34: and

WHEREAS, 1 in 4 adults in the U.S. will experience a mental health problem in any given year and 87 men in the U.S. die by suicide every day; and across the world, one man dies by suicide every minute of every day, with males accounting for 75% of all suicides; and

WHEREAS, “MOVING” can reduce your risk of heart disease, diabetes, and cancer by up to 50% and lower your risk of early death by up to 30%; and

WHEREAS, Lake Forest Park joins communities across our nation to challenge men to grow and women to support a moustache or to make a commitment to get active and MOVE, both of which spark conversations and raise vital funds and awareness for men’s health.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim November 2023 as

Month of Movember

and urge all members of our community to join in recognizing this significant occasion and join the movement to change the face of men’s health

Signed this 9th day of November, 2023.

Jeff Johnson, Mayor



PROCLAMATION

Recognizing Native American Heritage Month

WHEREAS, Native American Heritage Month is recognized annually to honor Indigenous cultures, histories, traditions, art, and achievements; and

WHEREAS, in the face of broken treaties, violent displacement, and genocide, Native Americans have persevered and continued with remarkable strength, resistance, resilience, and self-determination; and

WHEREAS, Native Americans, including local Duwamish, Snoqualmie, Snohomish, Suquamish, Tulalip, and many others have been protectors and stewards of our natural resources and environment since time immemorial; and

WHEREAS, the City of Lake Forest Park values the many contributions made to society by Native people in technology, science, philosophy, the arts; and especially our local Indigenous volunteers and leaders; and

WHEREAS, the City of Lake Forest Park recognizes that we must work to combat the impacts of discrimination and racist policies on Native people, past and present, and eliminate inequities stemming from colonization.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim November 2023 as

Native American Heritage Month

and encourage all residents to learn more and support the work of Native people and organizations.

Signed this 9th day of November, 2023.

Jeff Johnson, Mayor

Lake Forest Park Lakefront Improvements

Design, Engineering, Environmental, and Permitting

D|C|G WATERSHED

Schedule overview

NTP received July 11, 2023

Predesign (July to October):

- Data Collection
- Site Analysis
- Early Engagement

Concept Design (October to January):

- Design programming
- Alternatives development
- Feasibility analysis
- Permit mapping
- Cost estimation

Alternatives Analysis (January to March):

- Presentation of alternatives
- Refinement
- Selection of preferred design

Schematic Design (March to June):

- Advance preferred design
- Preparation and delivery of schematic design package

Design Development – *targeting NTP in June 2024*

Progress report

Predesign (July to October):

- **Data Collection**
- Site Analysis
- Early Engagement

Completed:

Wetland and stream reconnaissance and delineation

Shoreline condition and waterfront structures assessment

Architectural evaluation

Landscape and site assessment

Preliminary cultural investigation

Background data review

Progress report

Predesign (July to October):

- Data Collection
- [Site Analysis](#)
- Early Engagement

Completed:

Data compilation base map, using existing inventories

Initial regulatory review

Working sessions:

- Project framing / Predesign Meeting
- Placemaking / Interpretive Workshop

Project study area boundary determined:

- Arborist inventory underway
- Wetland delineation flagging underway
- Survey and detailed cultural resource evaluation pending

Site analysis map



Progress report

Predesign (July to October):

- Data Collection
- Site Analysis
- **Early Engagement**

Completed:

Project website

- Listserv sign-up
- Open comment form
- Virtual site tour

Outreach

- Postcard mailing
- Poster distribution
- Enews campaign
- Social media posts

Engagement activities

- Predesign survey
- Parks and Recreation Advisory Board (PRAB) meeting
- Direct engagement
- Tabling at community events
- Community Workshop (predesign charette)



Promotions

Website

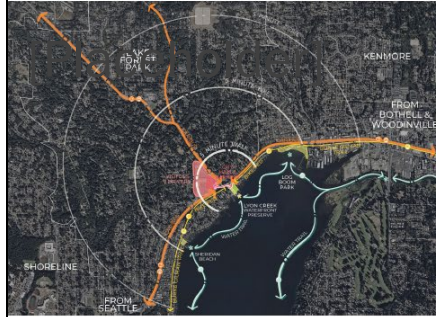
- ~780 unique visitors
- 50/50 desktop/mobile
- 90% direct click, 5% redirect from city website
- 96 individuals on listserv

Postcard mailing: 4,733 sent

Enews: citywide distribution

Engagement survey

LAKE FOREST PARK LAKEFRONT PARK



You can shape the vision for Lake Forest Park's public lakefront.

The Lake Forest Park Mayor and City Council have established improving public waterfront access as a high priority. This project was identified as a high priority in the City's Parks, Recreation, Open Space and Trails (PROST) plan.

The City of Lake Forest Park has acquired 2 parcels, totaling 1.91 acres, on the shores of Lake Washington. This land is located near the Town Center, Burke-Gilman Trail, and adjacent to the scenic Lyon Creek Waterfront Preserve. As of now, the City lacks public water access, and this project aims to provide the community with active water recreation opportunities in a beautiful area.

This multi-year effort requires community participation and input. Look out for opportunities to get involved or sign up at the website below to receive email updates.

lfplakefrontpark.com



LAKE FOREST PARK LAKEFRONT PARK

You can shape the vision for Lake Forest Park's public lakefront.

The city and its consultants are embarking on the design of a new public waterfront that will feature expanded park and community space.

Visit the website to find out more and to learn how you can participate in the design and planning process.

lfplakefrontpark.com



Section 5, Item A.



Top: City map showing project location and adjacent water, pedestrian, and bicycle routes. Bottom: Aerial photo of project location facing east.

Estimated Project Schedule

| 2023 | 2024 | 2025 | 2026 |
|------------------------|----------------------------------|----------------------------|----------------------------|
| 7 8 9 10 11 12 | 1 2 3 4 5 6 7 8 9 10 11 12 | 1 2 3 4 5 6 7 8 9 10 11 12 | 1 2 3 4 5 6 7 8 9 10 11 12 |
| DATA COLLECTION | | | |
| ENGAGEMENT & PREDESIGN | | | |
| | DESIGN ALTERNATIVES & REFINEMENT | | |

LAKE FOREST PARK LAKEFRONT PARK

Save the date!

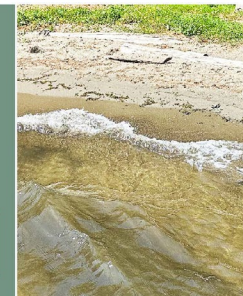
Join the Community Workshop on Wednesday, October 25th at Lake Forest Park City Hall.

This will be an open house event with activities for all ages. Stop by anytime between 5:30PM - 7:30PM.

Learn more about the project, take a virtual tour, and take the community survey at the project website:



lfplakefrontpark.com



[Welcome](#)
[Background](#)
[Virtual Tour](#)
[City Website](#)
[Calendar & Events](#)

Welcome to the lakefront improvement project online open house website!

LAKE FOREST PARK

LAKEFRONT PARK PROPERTY

A new community space and park is coming to the city's lakefront.

Submit your responses by November 1!

Share your ideas and vision for the future of the lakefront by taking the survey below. This survey will close November 1.

Submit your responses by November 1!

Section 5, Item A.

Share your ideas and vision for the future of the lakefront by taking the survey below. This survey will close November 1.

Survey results

Survey active Sept 8 – Nov 1

13 questions

- 7 project related
- 6 demographic

493 respondents



Lakefront Park Property Community Survey

About the project

Lake Forest Park's city-owned lakefront includes Lyon Creek Waterfront Preserve and two newly acquired parcels located northeast of the existing preserve. The design effort will focus on the two new parcels and may include selective improvements to unify the new lots with Lyon Creek Waterfront Preserve. A map of the project area is provided below.

OK

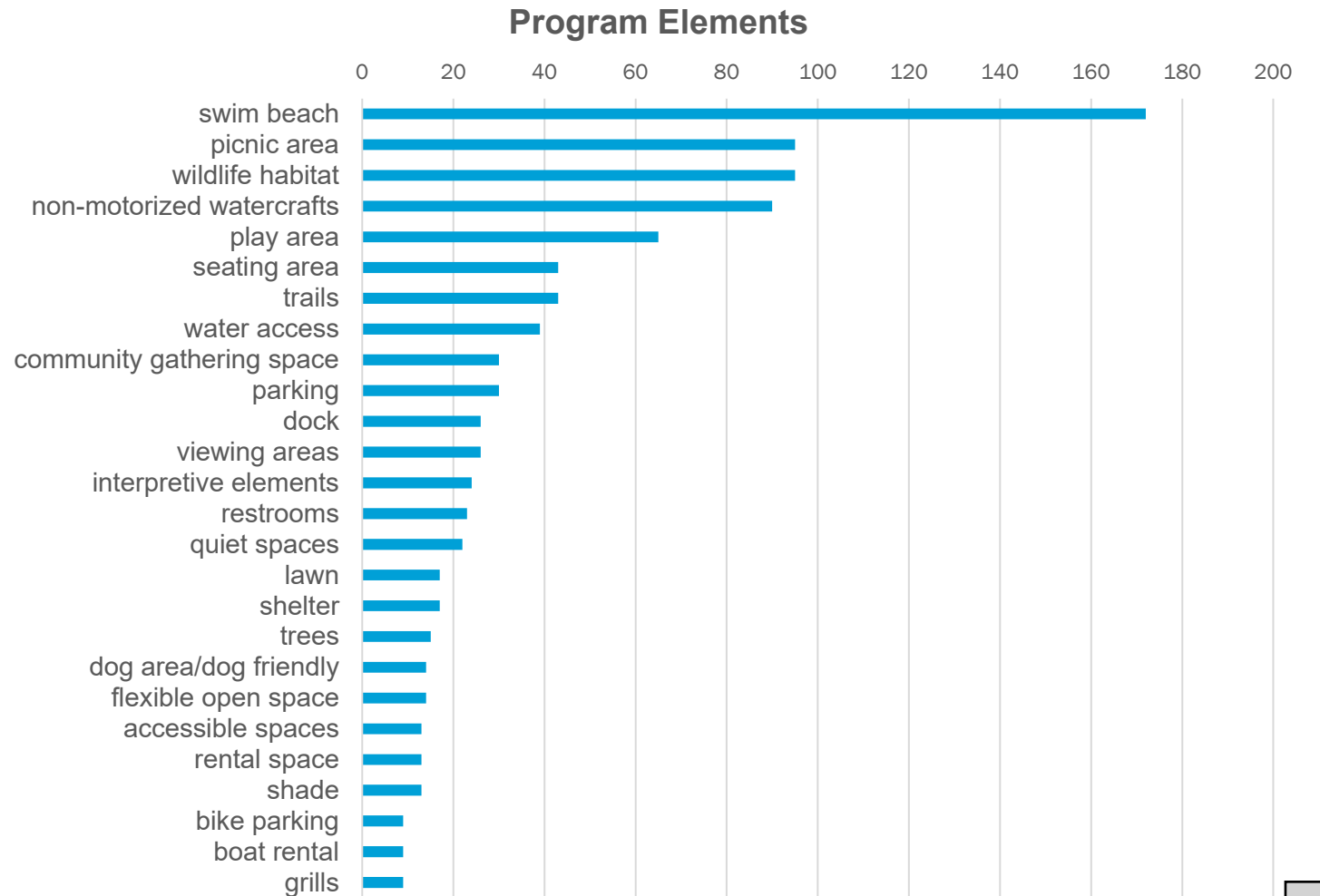
Community's top 3 priorities when imaging the future lakefront: (classified as "Very Important")

1. Offers a range of recreational activities, such as swimming, paddling, play (60% of respondents)
2. Promotes lake health and shoreline stewardship (57% of respondents)
3. Provides healthy habitat for fish and wildlife (56% of respondents)

Survey results

Community priorities and park program

Top park program elements and activities based on survey responses:

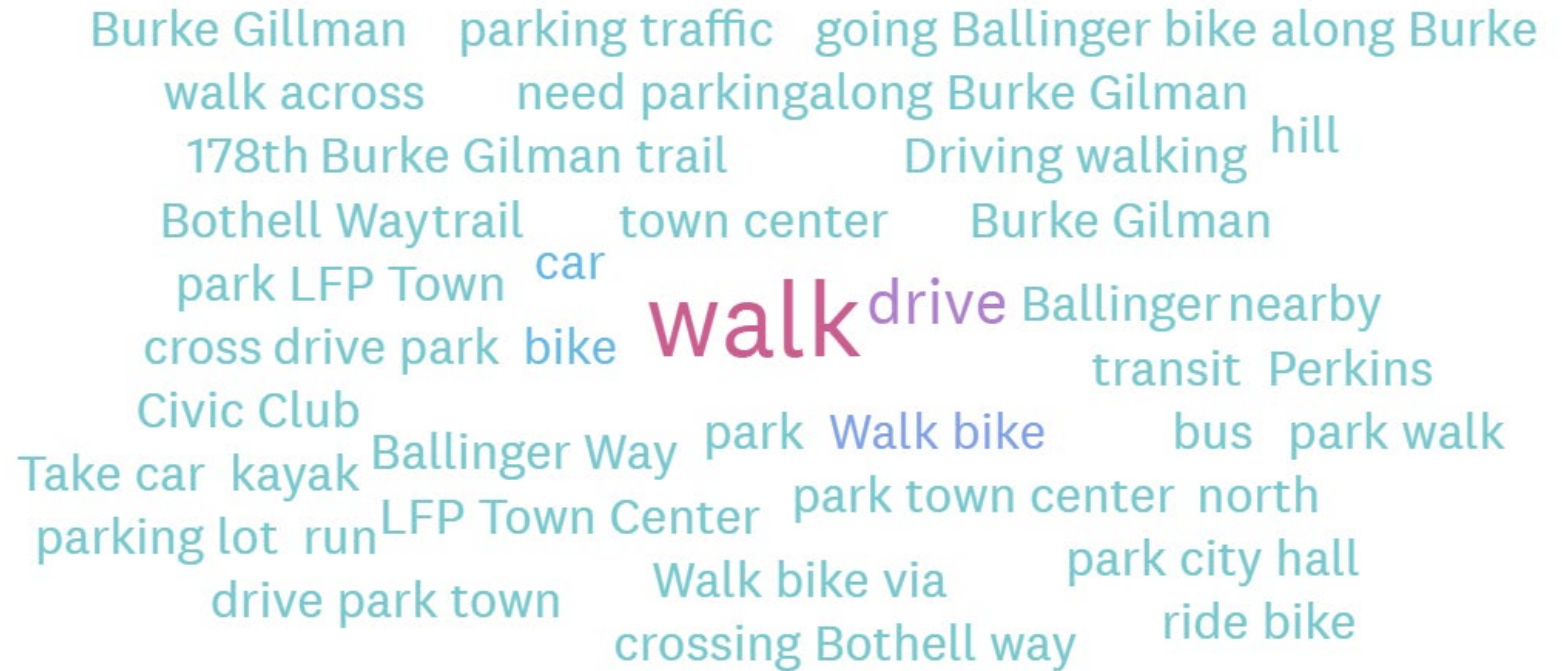


Survey results

Community priorities and park program

Findings based on analysis of survey comments about desired programming and facilities

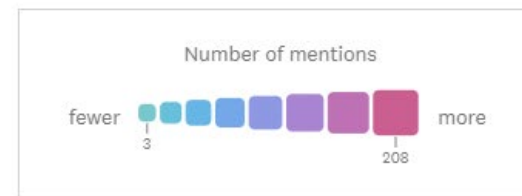
Community responses about modes and routes of travel:



Survey results

Modes and routes of travel

- Walking top response
- Burke Gillman Trail as preferred walking/biking route
- Multi-modal trips
- Driving with reference to parking at both City Hall and onsite



Survey results

Relationship to Lyon Creek
Waterfront Preserve

“What do you like?” themes:

1. Calm, peaceful and quiet area with natural beauty
2. A space for nature that promotes health of Lyon Creek
3. Great area for viewing the lake, the trees, and wildlife

“What could be improved?” themes:

1. The space lacks water access and active uses
2. The beach and mouth of Lyon Creek are impacted by people and dogs, possibly harming the ecosystem
3. Vegetation is overgrown with invasive vegetation, impacting views and access to spaces

Many respondents have not been to the park because they didn't know it was there.

Community sentiment on interest and significance of the lakefront: (classified as “Very Interesting or Significant”)

1. Ecology, including ecosystem functions, native plants, and wildlife (44% of respondents)
2. Indigenous relationships with the site and area (35% of respondents)
3. The history of the site and area, including pre- and post-settlement history (28% of respondents)

Survey results

Placemaking and interpretation

- Analysis of free responses supports passive use community park

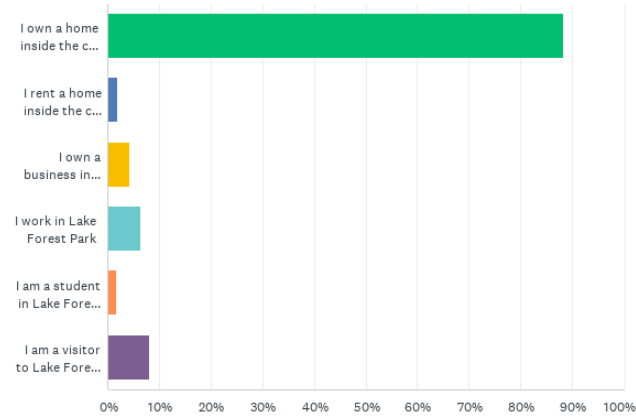


Survey results

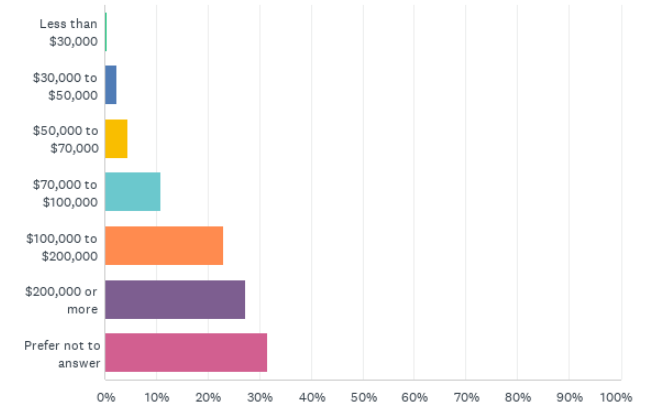
Demographics summary

- Self-reported, optional

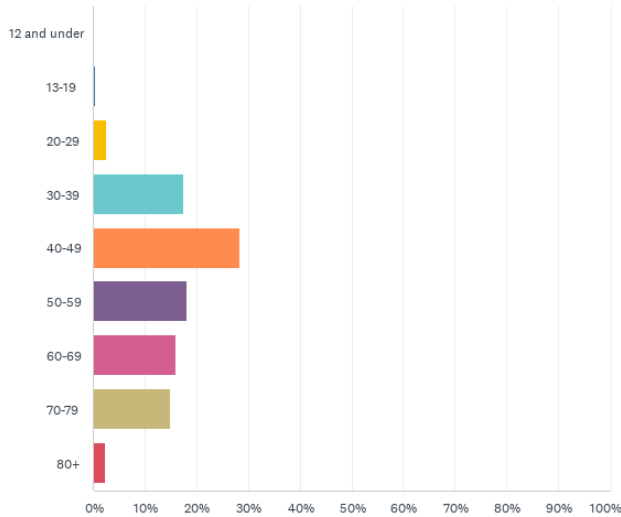
Q7 What is your relationship to Lake Forest Park? (check all that apply)



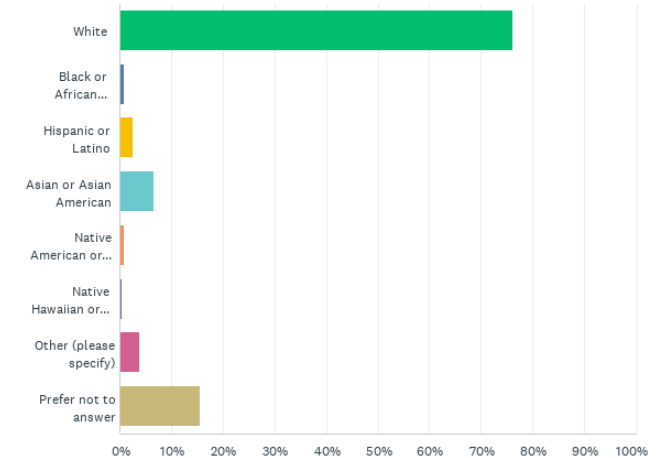
Q13 What is your household income? (choose one)



Q9 What is your age? (choose one)



Q10 Do you identify as any of the following groups? (choose all that apply)



Community charrette

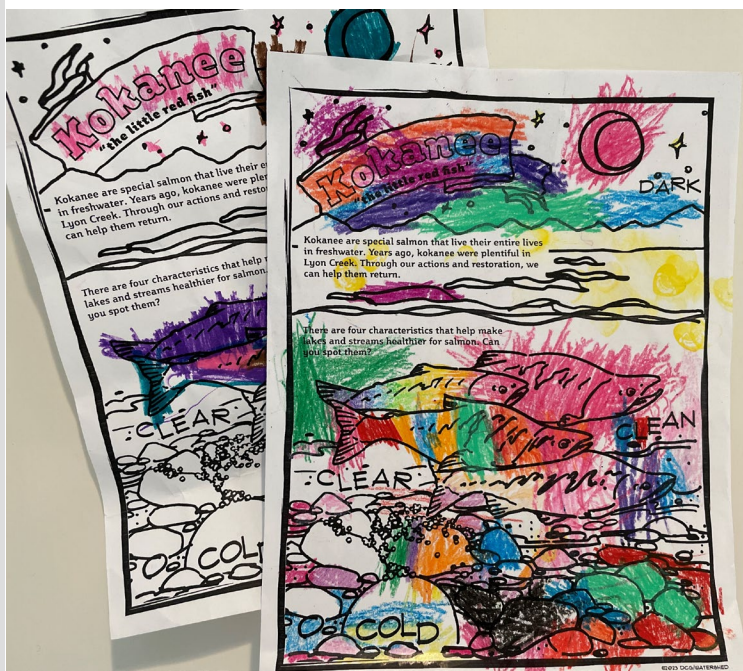
80 attendees signed-in

Estimated 100 attendees

More than 500 unique comments and feedback points

Youth to adult participation

Majority positive feedback



Community charrette

Five exercises, plus slideshow of site photos

- Vision prompt
- Coloring activity
- Building-focused architectural exercise
- Access and circulation exercise
- Site diagram and design programming exercise

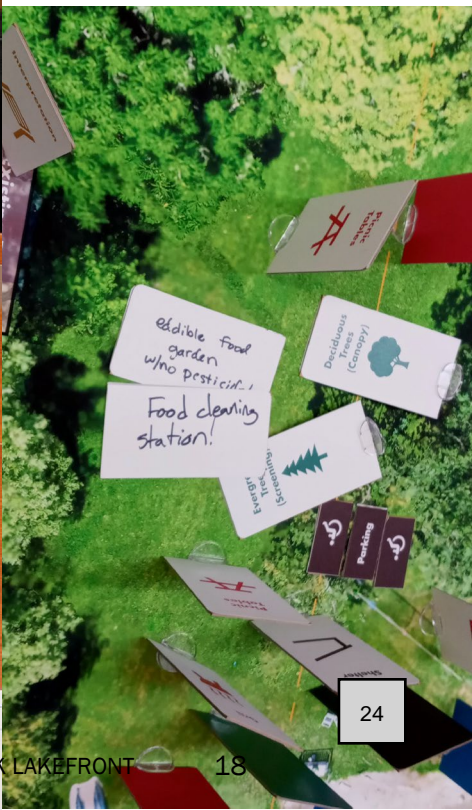
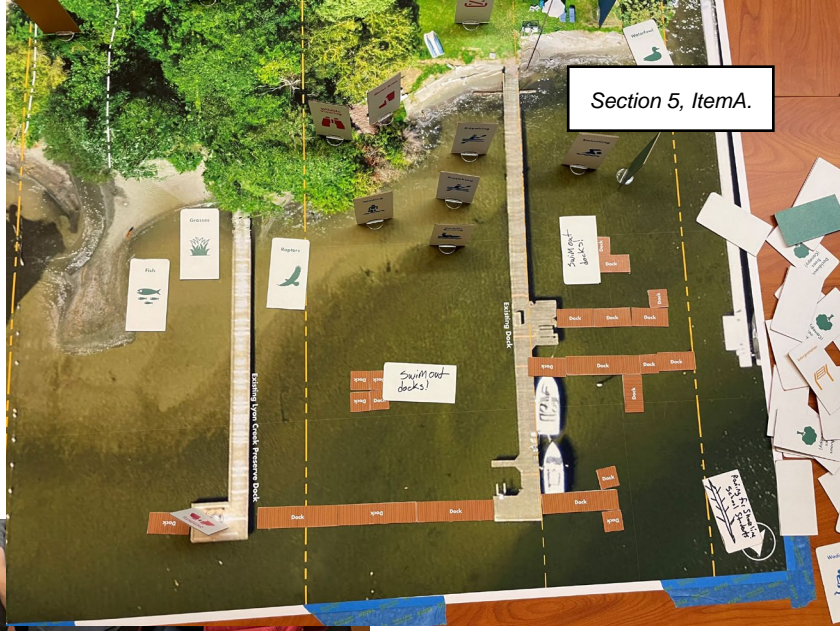


Section 5, Item A.

Community charrette

Site diagram and design programming exercise

- Tiles representing potential uses, informed from survey results prior to meeting (~380 surveys)
- Blank tiles to invite new ideas
- Scale tiles representing accessible and standard parking stalls and dock sections
- Discussion between community members and with design team members



Community charrette

Community sentiment trends observed:

- Continued and increased protection of the waterfront preserve
- Range of passive activities on new acquisition parcels
- Less is more strategy to development, especially at waterfront
- Development should promote ecosystem, habitat, and wildlife
- Walking and biking infrastructure strongly desired
- Some parking should be provided
- Preference for flexible use of outdoor spaces and buildings
- Accessibility and inclusivity, serve all ages and abilities
- Sensitive to potential impacts to neighbors and Beach Drive

Next steps

Concept Design (October to January):

- Design programming
- Alternatives development
- Feasibility analysis
- Permit mapping
- Cost estimation

Milestone:

- November 17 (target) – Delivery of Interpretive Plan
- January 23, PRAB meeting 2 – Presentation of conceptual design and design alternates

Next steps

Alternatives Analysis (January to March):

- Presentation of alternatives
- Refinement
- Selection and refinement of preferred design

Milestones:

- February 15 (target week) – Community Meeting 2 – Presentation of design alternatives
- March 14 – City Council working session – Presentation of design alternatives, inc. PRAB and community feedback and preferences, preferred design selection
- March 31 (target) – Preferred design selected

Next steps

Schematic Design (March to June):

- Advance preferred design
- Preparation of schematic design package
 - Schematic design concepts
 - Schematic design report, including updated permitting and costs

Milestones:

- April 23 – PRAB meeting 3 – Schematic design review
- May 1 – 2023 RCO funding application deadline
- May 9 – City Council working session – Presentation of schematic design package
- May 27 (target) – Delivery of schematic design package

Next steps

Design Development & Permit Submittal – *targeting NTP in June/July 2024*

- Contracting
- 30% design development
- Permitting

Milestones:

- May 27 (target) – DD scope to City
- June – DD scope to Council
- Late September – Delivery of 30% DD package
- End of September 2024 – Submit for permits

Next steps

Construction Documentation & Permit Review – *targeting September – December 2025*

Bid Support and Coordination – *targeting December 2025 – March 2026*

Construction – *target April – September 2026*

Post Occupancy / Site Commissioning – *estimated October 2026 – October 2027*

Lake Forest Park Lakefront Improvements

Design, Engineering, Environmental, and Permitting

LAKE FOREST PARK LAKEFRONT IMPROVEMENTS
 CITY OF LAKE FOREST PARK

Schedule Overview

Project Management

- **Notice to Proceed** July 11, 2023
- Biweekly PM meetings Alternating Thursdays
- Monthly progress reports End of first week of each month
- Kickoff meeting August 15

Predesign

- Site assessment and analysis July – October 2023
 - Data collection and site visits
 - Regulatory, grant, and environmental reviews
 - Stakeholder analysis
 - Interpretive research
- Website launch July 17
- **Battle of the Bands** August 3
- **Farmers Markets** Sundays August – October 15
 - Family Day August 20
- **PRAB meeting 1** August 29
 - Project overview / Visioning
- Predesign survey September 8
- Picnic in the Park September 9
- Predesign workshop September 25

Concept Design and Alternatives Analysis

- Design program development October 2023
- **Direct engagement**
 - Civic Club October 13
 - Beach Drive Residents October 16
- Final Farmers Market October 15
- Interpretive planning session October 17
- **Community Charrette 1** October 25
 - Community visioning and design programming
- Paws in Parks / Pet Parade October 28
- Predesign survey closes November 1
- **City Council meeting 1** **November 9**
 - Progress update and guidance
- Alternatives development November 2023 – January 2024
- Interpretive Plan November 17 (target)
- **PRAB meeting 2** January 23, 2024
 - Presentation and analysis of design alternatives
- **Community Charrette 2** February 15 (target week)

Schedule Key:

- Milestone events and tasks
- Design team tasks
- *Not in current contract*

Schedule Overview

DCG/Watershed | 230336

November 1, 2023

- Presentation and analysis of design alternatives
- Community preferences
- **City Council meeting 2** **March 14 (working session)**
 - PRAB recommendation of preferred design
 - Preferred design selection
- Preferred design selected March 31 (target)

Schematic Design

- Refinement of preferred design March – April 2024
- Prepare schematic design package April – May 2024
- PRAB meeting 3 April 23, 2024
 - Schematic design review
- RCO grant application deadline May 1, 2024
- **City Council meeting 3** **May 9 (working session)**
 - PRAB recommendation of schematic design approval
 - Approve schematic design
- Deliver Schematic Package May 27 (target)

Project Phase 2 (dates estimated)

- *Design Development & Permit Submittal* *June – September 2024*
- *Construction Documentation & Permit Review* *September 2024 – December 2025*
- *Bid Support and Coordination* *December – March 2026*
- *Construction* *April – September 2026*
- *Post Occupancy / Site Commissioning* *October – October 2027*

Schedule Key:

- Milestone events and tasks
- Design team tasks
- *Not in current contract*



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date November 9, 2023

Originating Department Public Works Department

Contact Person Cory Roche, Environmental & Sustainability Specialist
Jeffrey Perrigo, Director of Public Works
Phillip Hill, City Administrator

Title Resolution 23-1931/Authorizing the Mayor to Sign an Amendment to a Professional Services Agreement with DCG-Watershed for Additional Assistance with the Lakefront Improvements Design, Engineering, Environmental Review, and Permitting Project

Legislative History

- Prior Related Action – adoption of Resolution 1757, December 12, 2019 (MOU with Forterra); adoption of Resolution 1816, November 4, 2021(interfund loan for purchase); and adoption of Resolution 1820, November 4, 2021(purchase and sale agreement with Forterra)
- First Presentation – August 11, 2022, City Council Work Session CIP Discussion
- Second Presentation – November 17, 2022, City Council Special Meeting Budget Approval
- Third Presentation – June 8, 2023, Regular City Council meeting
- Fourth Presentation– June 22, 2023, Regular City Council Meeting (Contract award)
- Fifth Presentation – November 9, 2023, Regular City Council Meeting (Contract amendment)

Attachments:

1. Resolution No. 23-1931/Authorizing the Mayor to Sign an Amendment to a Professional Services Agreement with DCG-Watershed for Additional Assistance with the Lakefront Improvements Design, Engineering, Environmental Review, and Permitting Project
2. First Amendment for Additional Survey and Arborist Servies with DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental Review, and Permitting Project

3. Agreement 23-036: Consultant Services with DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental, and Permitting Project

Executive Summary

The purpose of this amendment is to request additional services from DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental Review, and Permitting Project that include survey and arborist services that go beyond the technical reserves that were included in the original contract. The additional survey services are to coordinate and obtain a topographic survey of the project boundaries that have expanded to include City Hall, the crossing of SR 522, more of Beach Drive and the Burke-Gilman Trail. The additional fee requested for this is \$11,290.00. The amendment also includes an additional request of \$1,280 for Arborist Services. The arborist services will include conducting a site visit to tag and assess all trees within the expanded project boundary, conduct regulatory review, and provide an arborist report. Details of the additional requested services and map with extended project boundary are included in Attachment 1 – First Amendment. A total of \$12,570 is requested to amend the contract value to \$286,529.00.

Background

In April 2023, City staff solicited for consultant proposals for design, engineering, environmental review, and permitting for improvements at the future lakefront park property that the City purchased in November 2021, located at 17345 and 17347 Beach Dr SE (Lakefront Park lots). The consultant, DCG-Watershed, was selected after a thorough Request for Qualification (RFQ) process that included a 5-member panel scoring and interviewing the candidates, along with checking qualified references. City staff recommends a contract with DCG-Watershed to prepare design, engineering, environmental review, and permitting for improvements to the future Lakefront Park. The base contract amount for the work is \$217,459.00, the contract includes fees for reserve services of \$56,500.00, for a total contract amount of \$273,959.00.

Active Park Elements and Master Planning Process/PROS-T Plan

The City Council has discussed the need to provide active recreation and public access (non-motorized) to Lake Washington in future property acquisitions. Purchase of the Lakefront Park lots facilitates these goals and provides for a potential small indoor community gathering area as well. Now that acquisition has been completed, the design and development for the Lakefront Park lots are the next step to fill a large gap in the Lake Forest Park community’s recreation needs.

Fiscal & Policy Implications

The City’s adopted budget includes the development of the Lakefront Park lots in its work plan. Grants and outside funding have contributed to complete this phase of the future Lakefront Park. The Capital Improvement Plan (CIP) includes \$100,000 for this planning effort, and the remainder can be supported by the King County Parks Levy, which has a carry-over amount from 2022 and 2023 of \$271,000.

Alternatives

| <i>Options</i> | <i>Results</i> |
|---|---|
| <ul style="list-style-type: none"> Authorize the Mayor to sign the amendment for additional survey and | <p>The consultant will complete the expanded boundaries services needed for the Lakefront</p> |

| | |
|--|---|
| arborist consultant serves with DCG-Watershed | Improvements Design, Engineering, Environmental Review, and Permitting project |
| <ul style="list-style-type: none">Do not authorize the Mayor to sign the amendment for additional survey and arborist consultant serves with DCG-Watershed | The consultant will not complete the expanded boundaries services needed for the Lakefront Improvements Design, Engineering, Environmental Review, and Permitting project |

Staff Recommendation

Approve and authorize the Mayor to Sign an Amendment to a Professional Services Agreement with DCG-Watershed for Additional Assistance with the Lakefront Improvements Design, Engineering, Environmental Review, and Permitting Project.

RESOLUTION NO. 23-1931

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH DCG-WATERSHED FOR ADDITIONAL ASSISTANCE WITH THE LAKEFRONT IMPROVEMENTS, DESIGN, ENGINEERING, ENVIRONMENTAL REVIEW, AND PERMITTING PROJECT

WHEREAS, on June 8, 2023, City Council approved Resolution 23-1902 authorizing the Mayor to sign a professional services agreement with DCG-Watershed for consultant services for the Lakefront Park improvement project for an amount not to exceed \$273,959; and

WHEREAS, additional work is needed for a complete project survey and there is an additional need for arborist services, the total of which is not to exceed \$12,570;

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

Section 1. The City Council of the City of Lake Forest Park approves and authorizes the Mayor to sign Amendment No. 1 to the Professional Services Agreement between the City of Lake Forest Park and DCG-Watershed Company in substantially the same form as the attached Exhibit A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 9th day of November, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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

Amendment No. 1 to the
Professional Services Agreement between the
City of Lake Forest Park and DCG Watershed, Inc.
Dated November 9, 2023

This First Amendment to the Professional Services Agreement between the City of Lake Forest Park and DCG Watershed, AG 23-036 (hereafter the "Agreement"), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 16 of the Agreement.

1. Exhibit A to the Agreement is revised per Exhibit A-1 attached and incorporated herein.
2. Section 2.A. of the Agreement is hereby amended as follows:
 - A. The total compensation to be paid to the Consultant for the Work in Exhibit A as amended with Exhibit A-1, including all services and expenses, shall not exceed \$286,529, which shall be full compensation for the Exhibit A and Exhibit A-1 Work.

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

CITY OF LAKE FOREST PARK

DCG-WATERSHED, INC.

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____



October 30, 2023

Cory Roche
 Environmental & Sustainability Specialist, Project Manager
 City of Lake Forest Park
 Via email: croche@cityofflp.gov
 Cc: jperrigo@cityofflp.gov

Re: Change Order – Lakefront Improvements – Lake Forest Park – CO01 / Survey and Arborist Services
 DCG/Watershed Reference Number: 2303.0384

Dear Cory,

This change order for additional, supplemental, and/or extended services for the “Lakefront Improvements Design, Engineering, Environmental, and Permitting” project (Project) located at 17337, 17345, and 17347 Beach Dr SE (parcels 4030100050, -0035, and -0040), is provided for your review and approval. Scope and fee details for changes to the previously contracted work are as follows:

CO01 / Survey and Arborist Services

Project Survey *(additional fee requested, \$ 11,290)*

- Coordinate and obtain topographic survey for the project boundary that was determined in a meeting with city staff on 9/28/2023 and is depicted in the fee proposal attached as Exhibit CO01A. Services will be provided by a qualified subcontractor.
- The subcontractor’s fee proposal of \$21,290.00 shall be offset by the previously approved technical reserve for survey services in the amount of \$10,000.

Arborist Services *(additional fee requested, \$ 1,280)*

- Conduct site visit to tag and assess all trees within the project boundary (as depicted in Exhibit CO01A). Conduct regulatory review. Provide arborist report formatted to city requirements. Work will be provided by on-staff ISA Certified Arborists. A breakdown of arborist services and fees is provided in Table 1 below.

Table 1. Fee Breakdown of Arborist Services

| Subtask Description | Units | Subtotal Fee |
|--|--------|--------------|
| Fieldwork – 1 site visit by 2 staff, including preparation, travel, and follow up; tag and assess trees in the field | 12 hrs | \$ 2,220 |

| | | |
|---|----------|-----------------|
| Reporting – <i>develop arborist report, including tables, sketches, and exhibits; conduct regulatory code review; perform internal quality control review</i> | 20 hrs | \$ 2,960 |
| Project management – <i>coordination with assigned staff, budget tracking and reporting, project administration, invoicing</i> | 3.5 hrs | \$ 565 |
| Expenses – <i>mileage</i> | 50 miles | \$ 35 |
| Total Fee for Arborist Services | | \$ 5,780 |

- The above fee for arborist services shall be offset by the previously approved technical reserve for arborist services in the amount of \$4,500.

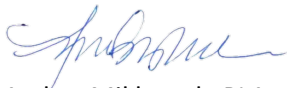
Fee summary:

| | |
|--|-------------------|
| Contract value before CO01: | \$ 273,959 |
| Additional fee requested under CO01: | \$ 12,570 |
| Amended contract value with CO01: | \$ 286,529 |

Project Assumptions:

1. *This is a change order to a previously approved agreement between Lake Forest Park and DCG/Watershed, dated July 11, 2023, all previously approved contract terms, assumptions, limitations, and changes apply.*

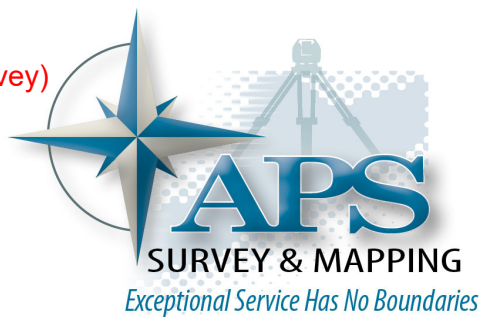
Approved by:



Amber Mikluscak, PLA, GISP
Principal, Director of Landscape Architecture

Exhibit CO01A. Subcontractor Proposal (APS Survey)

\\ws01\company\PROJECTS\2023\03 - March\230336 - Lake Forest Park Lakefront Improvements\PROJECT MANAGEMENT\00_SCOPING\CO1_Survey&Arborist\2303.0384_LFP_LakefrontImp_CO1_Survey&Arborist.docx



June 6, 2023
Updated October 30, 2023

Amber Mikluscak, PLA, GISP
DCG/Watershed
E-mail: amikluscak@dcgwatershed.com
Phone: (425) 650-1332

Topographic Survey Proposal
Subject Property: Lake Forest Park, 17345 & 17347
Beach Dr. NE, Lake Forest Park
Tax Parcel No's: 403010-0040 & 403010-0035
Project #: 3126.040

INTRODUCTION

Thank you for the opportunity to provide this proposal for surveying services for the above-referenced project. Based on preliminary research of recorded documents, we have identified a scope of work and a lump sum fee for your project. Our surveying services will be provided contingent upon the following:

- The client is the property owner or an authorized agent of the property owner.
- The client will provide right of entry onto the property.
- In some cases, the cutting of brush or small trees is necessary to complete the field survey.

SCOPE OF WORK

This scope of work is based on the typical requirements for a Topographic Survey based on our experience with similar projects. The cost of the standard Topographic Survey is delineated in the fee section of this proposal.

Boundary:

- APS will control the survey by establishing Washington State Plane, NAD 83/2011, North Zone Coordinates on the existing monuments surrounding the site.
- APS will recover and verify any existing monuments along parcel boundary lines and identify them with a wooden lath.

Topography (topographic area outlined in yellow in the Project Limits Aerial Map on page 2):

- APS will obtain ground elevations within the property boundary as necessary to prepare a computer generated 1' contour surface.
- APS will obtain locations of existing structures including detailed mapping of eaves and exposed foundation walls, retaining walls and arbors and other walls or hardscape features.
- APS will obtain the location with detailed elevations for edge of asphalt, curbing, sidewalks and other surface improvements on the property and in the nearest half of the right-of-way fronting the property.
- APS will obtain the location with detailed elevations for catch basins, culverts, sewer manholes, fire hydrants, valve boxes, and other utilities which are observable from surface exploration on the property and within the nearest half of the right-of-way fronting the property.
- APS will obtain locations of existing and observable utilities and utility paint marks as established by others.
- APS will obtain locations for all trees greater than 4" D.B.H.
- APS will conduct a bathymetric survey for that portion of the subject parcel lying within Lake Washington and extend approximately 50' beyond the piers.

Mapping:

- APS will prepare a topographic survey map illustrating parcel boundary lines, site features and 1' computer generated contours, signed and sealed by a Professional Land Surveyor.

Deliverables:

- APS will provide Client with pdf copy(s) of topographic survey map.
- APS will provide Client with Civil 3D (2021) CAD file for the topographic survey.

- APS will provide Client with Civil 3D surface XML file.

PROJECT LIMITS



SCHEDULE

Once we have received the signed contract and retainer, the field work and topographic mapping will be completed within approximately 30 business days.

FEES

We propose to provide these services on a lump sum basis. The tables below identify the fees for the scope of services as outlined above.



Topographic Survey:

| Task | Personnel | Budgeted Hours | Hourly Rate | Cost |
|---|----------------------------------|----------------|-------------|--------------------|
| Research | Principal Surveyor | 4 | \$175.00 | \$700.00 |
| Calculate Boundary | Supervisory Survey Technician | 4 | \$125.00 | \$500.00 |
| Uplands Field Survey | 2-Person Survey Crew | 28 | \$215.00 | \$6,020.00 |
| Bathymetric Field Survey | 3-Person Survey Crew | 8 | \$280.00 | \$2,240.00 |
| Process Field Data | Supervisory Surveying Technician | 5 | \$125.00 | \$625.00 |
| Topographic Mapping | CIM/CADD Technician | 23 | \$115.00 | \$2,645.00 |
| Topographic Mapping Review | CIM/CADD Technician, Lead | 2 | \$125.00 | \$250.00 |
| Project Review, Approvals, and Deliverables | Principal Surveyor | 2 | \$175.00 | \$350.00 |
| Boat Fee | | | | \$395.00 |
| Bathymetric Survey Equipment Fee | | | | \$605.00 |
| Utility Locate Fee | | | | \$6,960.00 |
| SUBTOTAL | | | | \$21,290.00 |

Fee Summary Table and Total Fee Calculation

| Work Item | Item Total |
|--------------------------|--------------------|
| Topographic Survey | \$21,290.00 |
| Total Project Fee | \$21,290.00 |

PAYMENT SCHEDULE AND OPTIONS

The calculated total project fee above will be billed monthly based on percentage complete. APS accepts cash, check, or ACH payments. APS sends all invoices via email and US mail directly from its AR Department secure software. All emailed invoices include a secure link for those who prefer the ACH payment method option.

TERMS AND CONDITIONS

Successor and Assigns

The Client and Consultant each binds himself, his partners, successors, assigns and legal representative to the other party to this executed Proposal Letter and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this executed Proposal Letter. Neither the Client nor the consultant shall assign his interest in this executed Proposal Letter without written consent of the other.

Time of Essence

Time is of the essence in this Agreement; therefore, the terms specified in this contract shall be subject to re-negotiation if not executed within 30 days from the date of the executed Proposal Letter. Further, if this project extends beyond six (6) months from commencement because of delays by the Client or such other reasons beyond the control of the consultant, the fees in this agreement shall be adjusted to reflect current fee schedules.

Government Approvals

It is understood that the consulting services to be rendered by the Consultant do not in any way guarantee approval of governmental permits, approvals, licenses, or other necessary actions.

Additional Work and Changes in Scope of Work

Additional work requested by the Client, Client Representative, Engineer or arising from inaccurate or incomplete information furnished by the Client, Client Representative, or Engineer is not included in this fee. It is further understood that if there are client, client representative, or engineer-initiated changes and/or additional governmental requirements that are not covered in the Scope of Work, these changes shall be billed on a time and materials basis in accordance with the current Rate Schedule included at the end of this proposal.

Client Initial Showing Understanding of This Term and Condition: _____

Re-Staking



Any re-staking shall be paid for by Client as extra work outside of the scope in this contract unless it is necessary because of the act of omission of APS Survey & Mapping, Inc. It shall be billed in accordance with the Rate Schedule included at the end of this proposal.

Client Initial Showing Understanding of This Term and Condition: _____

Other Services

Other services of other professionals, such as traffic consultant, architect, soils, or environmental consultants shall be enlisted as necessary with the Client's approval. Their fees shall be resolved at that time and billed directly to the Client.

Stop Work Order

Consultant agrees to stop work on this project at the written request of the Client. The Consultant further reserves the right to stop work on this project for cause. "Cause" is defined to include, but without limitation, failure of the client to comply with the provisions of this agreement; failure of the Client to provide necessary information and/or documentation necessary to complete the project; deterioration of working relationship of the parties to the extent it impedes project effectiveness; inability of the parties to re-negotiate the terms of this Agreement according to the provisions contained herein; and failure of Client to bring current accounts 60 days in arrears. Client agrees to pay for all work, according to the records of the Consultant, which are kept on an hourly basis, up to the time Stop Work Order is executed. By signing this contract, the Client understands that property is subject to have a lien filed against it by the Consultant if payment is not received in full within the timeframe outlined herein.

Attorney's Fees

In the event that any party of this executed Proposal Letter seeks the assistance of legal counsel to enforce this executed Proposal Letter, or to maintain or defend any cause of action arising out of or related to this executed Proposal Letter, then the prevailing party in such action, demand, arbitration or defense shall be entitled to recover from the other said prevailing party's reasonable attorney's fees incurred, together with costs and expenses.

Retainer

A retainer shall be collected as identified in the proposal letter. Said retainer shall be paid prior to commencement of work and will be applied to the final invoice for services. Costs associated with collection efforts or services will be charged and added to past due accounts on a time and material basis according to the Rate Schedule included at the end of this proposal.

Miscellaneous Fees

The Client shall pay all permit fees, application fees, or any other fee required to obtain the necessary permits.

Instruments of Service

Drawings, specifications, and other documents, including those in electronic form, prepared by the Consultant are Instruments of Service for use solely with respect to this Project. Consultant shall be deemed the author and owner of all Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of the executed Proposal Letter, the Consultant grants to the Client a nonexclusive license to reproduce the Consultant's Instruments of Service solely for purposes of constructing, using, and maintaining the Project, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this executed Proposal Letter. Any termination of this executed Proposal Letter prior to completion of the Project shall terminate this license. The Client shall not assign, sublicense, pledge or otherwise transfer any license granted herein to another party without prior written agreement of the Consultant. However, the Client shall be permitted to authorize the Contractor, and its subcontractors, materialmen, and suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the work.

Interest on overdue accounts

Consultant will bill for services rendered monthly or upon the completion of identified tasks. Client shall pay all fees and costs invoiced by the Consultant upon receipt. If payment is not received within 30 days of the date of billing, the account shall be considered overdue. Interest at the annual rate of 18% will be added to subsequent invoicing for all overdue accrued unpaid amounts at 30 days past due.

Disclosures

It is hereby disclosed that the Consultant may have completed work on neighboring properties, may own or be a partner in the development of neighboring properties and may accept employment in the future from neighboring or competing properties or developers. Further, the consultant may develop and sell properties that will be on the market at the same time as the Client's property. The Consultant may have relationships with various individuals, firms and organizations that have a financial interest in the Client's project or a competing project. Should the Client have any questions about these disclosures or any concerns at all about the Consultant's current or future relationships they should be brought to the attention of the Consultant.



ACCEPTANCE

This represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreements regarding such subject matter. This Agreement may be amended or modified only by a written instrument signed by a duly authorized representative of each Party. By signing this contract, the Client understands that property is subject to have a lien filed against it by the Consultant if payment is not received in full within the timeframe outlined herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

APS Survey & Mapping, Inc.

Sam Ward, PLS, CFedS

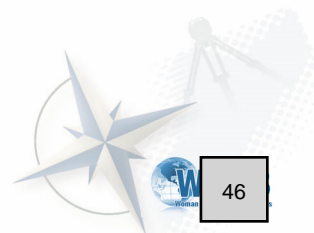
Accepted by:

Name: _____

Signature: _____

Date: _____

(To move forward with us on your project as outlined in this document, please initial and sign where indicated above, and return to be placed on our schedule.)



HOURLY RATE SCHEDULE

Effective 01/01/2023

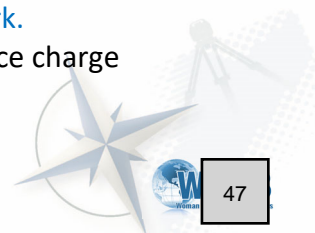
| | |
|-----------------------------------|----------------------|
| Principal Surveyor | \$175/hour |
| Project/Team Manager | \$145/hour |
| Supervisory Survey Technician | \$125/hour |
| Surveying Technician | \$115/hour |
| GIS Specialist | \$125/hour |
| CIM/CADD Technician, Lead | \$125/hour |
| CIM/CADD Technician | \$115/hour |
| Clerical/Administrative Assistant | \$85/hour |
| *Survey Party (1-Person) | \$165/hour |
| *Survey Party (2-Person) | \$215/hour |
| *Survey Party (3-Person) | \$280/hour |
| Overtime Requested by Client | 1½ times rates shown |

Equipment & Fees:

| | |
|---|---|
| Digital Level & Rods | \$145/day |
| 3D Laser Scanner & Processing System | \$655/day |
| Single Beam Acquisition System Including: Single Beam Echosounder, GNSS Receiver, Sound Speed Profiler, and Hypack Acquisition PC | \$605/day |
| Boat | \$395/day |
| Reproduction Services, Custom Monumentation, Witness Posts | Cost + 20% |
| Overnight & Out of Town Expenses | Current Federal Per Diem & Mileage Rate |
| Other Expenses (subcontractors, submittal fees, etc.) | Cost + 20% |

*Prevailing Wage Projects will be an additional \$70 per hour for all field work.

Our terms are Due Upon Receipt and subject to a monthly 1.5% (18% annual) finance charge for 30+ days from date of invoice.



AG-23-036

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT**

**Agreement Title: Consultant Services with DCG-Watershed for the
Lakefront Improvements Design, Engineering, Environmental Review,
and Permitting Project**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **DCG-Watershed** (the "Consultant"), a Washington corporation, dated this 29th day of July, 2023.

Consultant Business: DCG/Watershed Inc.

Consultant Address: 9706 4th Ave NE, Suite 300, Seattle, WA 98115

Consultant Phone: (425)650-1332

Consultant Fax: (425)827-8136

Contact Name Amber Mikluscak

Consultant e-mail: amikluscak@dcgwatershed.com

Federal Employee ID No.: 91-1364393

Authorized City Representative Jeffrey Perrigo, Director of Public Works
for this contract:

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

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

WHEREAS, the City finds that DCG-Watershed is qualified and experienced in preparing the desired improvement plans and other required work;

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

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

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

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

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than July 1, 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 and Seventy-Three Thousand and Nine Hundred and Fifty-Nine Dollars (\$273,959.00) 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 Cory Roche, Environmental and Sustainability Specialist croche@cityofffp.gov its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

4. Work Product. The Consultant shall submit all reports and other documents specified in 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: Cory Roche, Environmental and Sustainability Specialist
17425 Ballinger Way NE
Lake Forest Park, WA 98155

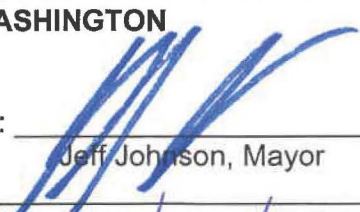

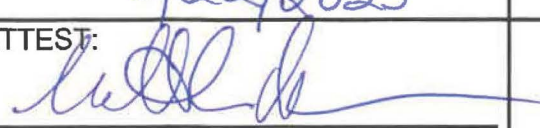
B. Notices to the Consultant shall be sent to the following address:

DCG-Watershed
Attn: Amber Mikluscak, Principal, director of Landscape Architecture

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

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

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

| | |
|---|---|
| <p>CITY OF LAKE FOREST PARK WASHINGTON</p> <p>By:  Jeff Johnson, Mayor</p> <p>Date: 6/22/2023</p> | <p>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</p> <p>DCG-WATERSHED</p> <p>By: </p> <p>Typed/Printed Name: Hugh Mortensen Its Executive Vice President Date: 06/29/2023</p> |
| <p>ATTEST:</p> <p></p> <p>Matthew McLean, City Clerk Date: 6/22/23</p> | |

APPROVED AS TO FORM:

Kim A. Pratt

Kim Adams Pratt, City Attorney

Date: 6/27/2023

LAKE FOREST PARK LAKEFRONT IMPROVEMENTS
CITY OF LAKE FOREST PARK

SCOPE OF WORK

Project Overview

The City of Lake Forest Park (City) has retained DCG/Watershed and its teaming partners (Consultant) for “Lakefront Improvements Design, Engineering, Environmental, and Permitting” (Project) located at 17345 and 17347 Beach Dr SE (parcel 4030100035, 0040), Lake Forest Park. The Project is intended to improve public waterfront access through the transition of a newly acquired single-family residential parcel into a public waterfront park. The Project is adjacent to an existing park, Lyon Creek Waterfront Preserve Park. Work is anticipated to extend across the parcel line into the existing park to create an integrated recreational program and park experience for the City and park users. Work is anticipated to include improvements to Beach Dr SE to provide safe bicycle and pedestrian connections to the Burke Gilman Trail and the SR522 intersection.

This contract outlines the initial phase of the Project, hereafter referred to as Phase 1, which will include predesign services, concept design of up to three alternatives, preferred design selection, and schematic design for the preferred concept.

Program

The site program may include the following elements: waterfront access improvements, such as docks, floats, and/or boardwalks; traffic control and safety improvements, such as crosswalks and sidewalk connections; streetscape improvements, and/or parking and drop-off area; pedestrian facilities, such as paths and trails; shoreline enhancements, such as restoration, revegetation, and/or earthwork; landscape improvements, including hardscapes, planting, and site furnishings; critical area protection and mitigation; and, demolition and renovation of existing structures.

Project Team

The project team will include the following sub-consultants: Johnston Architects (architecture); Transportation Solutions, Inc., (traffic design and engineering); APS Survey & Mapping, Inc., (land surveying); HWA Geosciences, Inc., (geotechnical engineering); Elcon Associates, Inc., (electrical engineering); and DCW Cost Management (cost estimation).

Project Schedule

The City does not yet have a target date for project completion. The City and Consultant proposed the following timeline for Phase 1 of the Project. A detailed timeline including project milestones and delivery dates will be provided at the beginning of the Project Work. The timeline for subsequent work phases will be refined at the end of Phase 1 and will be contingent on funding availability.

Phase 1: Predesign, Concept Design Alternatives, Schematic Design (±12 months, June 2023 – May 2024)

- Predesign – 14 weeks
- Concept Design and Alternatives Analysis – 12 weeks
- Preferred Design Selection – 12 weeks
- Schematic Design – 12 weeks

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Future Phases (Not in Contract): Design Development, Construction Documentation, Construction Administration, Post Occupancy/Site Commissioning (June 2024 and beyond, estimates are approximate, timeline is contingent on funding, permitting, and outcome of Phase 1 work)

- *Design Development – 4 months*
- *Construction Documentation and Permitting – 9 months*
- *Bid Support and Coordination – 2 months*
- *Construction - 6 months*
- *Post Occupancy/Site Commissioning – 12 months*

Scope Summary

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

- Project management
- Predesign and Schematic Design services, including the following design specialties:
 - Landscape architecture
 - Architecture
 - Civil engineering
 - Marine engineering
- Preliminary technical guidance, including the following specialties:
 - Transportation engineering
 - Geotechnical engineering
 - Environmental planning and permitting
 - Arboriculture
 - Cost estimation
 - Surveying
- Stakeholder outreach and engagement
- Future work anticipated as a contract supplement:
 - Continued design services for the design specialties listed above, including:
 - Design Development, including Plans, Specifications, and Estimate (PS&E) at 30% and permit submittal
 - Construction Documentation, including Plans, Specifications, and Estimate (PS&E) at 60%, 90%, and 100%/Bid-ready
 - Detailed technical guidance for the specialties listed above
 - Construction Administration

Work Performed by the City

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

- Provide existing and available as-built plans, records, studies, geospatial or other data, or other materials or records that are applicable to or that may inform, guide, or accelerate the Work outlined in this Scope.

- Provide accommodations as required for all stakeholder meetings throughout the life of this contract.
- Review and comment on all deliverables outlined in this Scope.
- Participate in meetings, reviews, and events as outlined in this Scope.

General Assumptions

The following are general project assumptions for the Scope.

- Phase 1 tasks will be performed in succession as laid out in the detailed Project schedule. Delays in the Work completion may result in additional fees and services.
- If work conducted on the Project extends for a period of more than 18 months, hourly rates may be adjusted to reflect current rates.
- Changes in the detail of Work beyond what is described in this Scope will be made as requested by the City and authorized by amendment as extra work.
- Time may be transferred from one task to another due to greater or lesser level of effort, provided that each task shall be completed and the total budget shall not be exceeded.
- The Consultant will invoice the City on a monthly basis as Work is completed. If required, any special reporting of funds, such as may be required by State or Federal funding sources, will be handled entirely by the City.
- The City may supplement staffing needs with experts in particular subject matters to assist in the review process for all interim, draft, and final submittals. The experts will be an extension of City staff and will assist, as needed, in providing comments and the resolution of comment responses as part of the general review process for each submittal.
- All access permissions for completion of the Work will be obtained by the City.
- The Consultant is responsible only for meeting deadlines for their tasks and has no control over those portions of the schedule related to the tasks performed by the City or any third party that is retained by the City. The Consultant will work with the City to the greatest extent feasible to maintain the overall Project schedule.
- Imperial units will be used for all project documents.
- The City project manager shall compile and organize all comments received from City departments and other reviewers and provide them to the Consultant as a single cohesive document. Any conflicting comments shall be identified and reconciled by the City project manager prior to delivery to the Consultant.
- Review should be completed in a timely manner, in the duration as specified in the Project Schedule, in one cycle. Consultant is not responsible for delays in Project Schedule resulting from delays in review. During review periods, the Consultant may move forward on tasks that do not rely on review results.
- After the first round of review comments is closed, additional comments Consultant receives shall be considered as Consultant’s additional efforts in communicating, interpreting, and addressing those comments and shall be addressed in the following tasks. Any extra work which is not in Scope and triggered by these additional comments will be through amended Scope.

Exclusions

- Consultant services not specifically described in this Scope.

- Cultural resources and archaeological services and investigations, however, these services can be added by amendment.
- Any Work in pursuit of green building certifications and/or credentials, however, these services can be added by amendment.
- Permitting fees and permit submittals, which are assumed to occur in a future contract phase.

Scope of Work – Project Phase 1

The Work to be completed in Phase 1 is broken down into the following tasks for project reporting, billing, and accounting.

- Task 1 – Project Management
- Task 2 – Stakeholder Engagement
- Task 3 – Predesign
- Task 4 – Concept Design
- Task 5 – Schematic Design

Task 1 – Project Management

This Task addresses administration of work from initiation to closure.

Project Management Plan

The Consultant will provide a Project Management Plan to direct and define the analysis and decision-making process required to complete the project. The plan will include these components:

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

Kick-off Meeting

The Consultant will facilitate one (1) in-person or hybrid kick-off meeting with key members of the Consultant team and City staff. The kick-off meeting will cover project introductions, internal and external stakeholder identification, roles of key individuals and stakeholders (e.g., RACI analysis), review of project scope with limitations and exclusions, and goal setting.

Project Oversight and Reporting

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

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

The Consultant’s project manager will monitor the Project planned budget versus actual progress. Consultant will prepare and submit an invoice and brief progress report monthly that reflects progress over the previous billing period and anticipated activities over the next billing period. The monthly progress report will include: a summary of any identified variances from the budget and schedule, reason(s) for the variance, and proposed corrective action(s). New Project Changes will be noted. The Consultant will update to the Project delivery schedule, as changes occur. Project schedule tasks and milestones shall be consistent with the task and deliverables described in the Scope.

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

Assumptions:

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

Deliverables:

- Project Management Plan

- Kick-off meeting with key members of Consultant Team and City staff
- Biweekly meetings with City project manager
- Monthly invoices and Progress Reports, including summary of biweekly meetings, emailed to the City in electronic (PDF) format.
- Monthly updates to Project delivery schedule in electronic (PDF) format.

Task 2 – Stakeholder Engagement

This Task address communication and engagement with stakeholders external to the Project Team to be identified in the kick-off meeting.

Stakeholder Engagement Plan

Building off the stakeholder discussion from the kick-off meeting, the Consultant will develop a Stakeholder Engagement Plan that outlines goals for who, when, why, and how stakeholders will be engaged. The plan will reference milestones in the Project Schedule and will outline stakeholder engagement responsibilities and expectations for both the Consultant and City staff. The plan will be submitted for review and approval by the City. Once approved, the Stakeholder Engagement Plan will serve as primary outline for collaborative stakeholder engagement through the duration of the current Project phase.

Engagement Website

The Consultant will design, build, and host a public-facing website for the duration of the current Project phase. The website will serve as an online headquarters for the public to access project information, participate in virtual engagement activities, and register for or review materials from public engagement events.

As necessary, the Consultant will request input from the City on critical information for website establishment, such as desired URL, graphics and branding, content, and imagery. A draft of the website will be shared with City for review prior to launch. The Consultant will add the City project manager or other City staff, if requested, as co-editors of the website. After website setup and launch, the Consultant will provide monthly website updates for the duration of the current Project phase.

Stakeholder Meetings

In collaboration with the City and in accordance with the Stakeholder Engagement Plan, the Consultant will participate in the following meetings with external stakeholders through the duration of the current Project phase:

- **Direct engagement meetings (up to 16 hours across all staff, including travel):** Members of the Consultant Team will support the City in the direct engagement of individual stakeholders or members of specific stakeholder groups. These meetings are anticipated to be informal small group meetings of 1-4 stakeholders. Direct engagement meetings may be held in-person or virtually as resources allow. Direct engagement meetings will not require preparation of custom materials, graphics, or documentation; however, materials already prepared under other tasks may be referenced at direct engagement meetings. Consultant will provide an informal summary of talking points or discussion highlights following each meeting.

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- **Community Event Support (up to 12 hours across all staff, including travel):** Members of the Consultant Team will support the City at in-person pre-planned community events, such as farmers markets, concerts, picnics, or similar, occurring outside of working hours, including on weekends, as staffing and budgetary resources allow. Community event support will not require preparation of custom materials, graphics, or documentation; however, materials already prepared under other tasks may be used for community events. If requested by the City, existing materials can be enlarged or reprinted for use at community events; such expenses will be billed at cost. Feedback received at community events will be collected, documented, and compiled by City staff. Consultant will not provide notes or summaries following community events.
- **Community Charrettes (2):** The Consultant will support the City in the planning and facilitation of two design charrettes for community members occurring in-person and outside of working hours, but not occurring on weekends. Select members of the Consultant Team representing design or technical specialties with direct relevance to the planned focus of each community charrette discussion will be in attendance. The Consultant will prepare and provide materials necessary for successful meeting implementation, such as graphics, presentations, engagement exercises, and hardcopy collateral. All materials and supplies will be billed at cost; as possible and feasible, the City may provide materials and supplies for use at community meetings. Feedback received at community charrettes will be collected, documented, and compiled by the Consultant. Consultant will provide a summary of talking points, discussion highlights, and feedback received following each community meeting.
- **Official Meetings (7):** The Consultant will support the City at a total of seven (7) pre-scheduled official meetings occurring in-person during and outside of working hours, but not occurring on weekends. Official meetings are assumed to include up to five (5) meetings of the Parks and Recreation Board and up to three (3) meetings of the City Council to achieve a total of 7 official meetings. Official meetings will not require preparation of custom materials, graphics, or documentation; however, materials already prepared under other tasks may be compiled for reference or presentation at official meetings. Consultant will provide a summary of talking points, discussion highlights, and feedback received following each official meeting.

Reserve Funds for Other Consultant Services

To advance the design work, other subconsultants representing critical interests may be engaged to support the Project on a recurrent basis. As feasible, the Consultant will endeavor to compensate these entities for their commitment of time and resources. Other subconsultants may be engaged to provide input or contributions such as:

- Participation in coordination meetings or calls.
- Review of existing design concepts to advise on potential concerns and issues.
- Advise on sensitive design themes and motifs, such as cultural or indigenous topics, calling out critical concerns and red flag issues.
- Contribute to interpretive messaging or themes.
- Contribute supplemental design ideas, such as sketches, images, or guidance.

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Assumptions:

- Stakeholder engagement will be a collaboration between Consultant and City staff. Where required or as requested, essential activities, such as scheduling, promotions, printing and mailing, accessibility accommodations, translation services, and direct stakeholder outreach will be led by the City. Attendance and facilitation will be performed jointly by Consultant and City staff, as appropriate. Production of stakeholder engagement materials, including graphics and digital format materials, will be led by the Consultant.
- Consultant stakeholder engagement activities will be limited to the level of effort represented in the Project budget.
- Website hosting fees and maintenance will be expensed to the project budget and will be covered for a term of twelve (12) months from project beginning. At Project completion and at the City’s request, website and domain ownership will be transferred to the City.
- Social media and email promotions will be handled by the City using the City’s existing accounts. No new or custom social media accounts, email accounts, or campaigns will be performed by the Consultant unless explicitly stated above; however, the Consultant may repost or cross post Project promotions to its existing social media accounts.
- The Consultant will endeavor to have certain staff members present at specific engagement events; however, based on individual staff commitments and schedules, some substitution of staff may occur. If alternate staff are in attendance, they will be qualified to speak about relevant design or technical issues, and they will be up-to-speed on Project status and issues.

Deliverables:

- Stakeholder Engagement Plan
- Engagement website, including setup plus twelve (12) months of maintenance and hosting
- Stakeholder meetings, as described above

Task 3 – Predesign

This Task address assessment of site conditions and compilation of background materials to constitute a design basis for subsequent work.

Data Collection and Field Verification

The Consultant will construct a base map that will inform Predesign and Schematic Design work products. The City will provide for use by the Consultant all relevant reports, studies, plans, and surveys pertinent to the Project, including, but not limited to: as-built drawings, critical areas report, cultural resources assessment, grant applications, Environmental Assessment, surveys, and geospatial data.

The Consultant will conduct site visit(s) to verify the information shown in the existing documents. As necessary to convey the current site conditions, Consultant will document additional or missing information through photography (aerial or on-site), supplemental technical study, or other means. Consultant will confirm existing wetland, stream, and lakeshore critical area boundaries and ratings, and, if necessary, Consultant will re-delineate features that may have buffers affecting the Work area.

Reserve Services for Technical Specialties

During the course of the Phase 1 Work, certain technical specialties may be engaged on an as-needed on-call basis. Services requested of technical specialties may include, but are not limited to:

- Review of existing discipline-specific data and advise on potential concerns and issues.
- Participation in coordination meetings or calls.
- Advise on design concepts, calling out critical concerns and red flag issues during concept design.
- Contribute summary information to support documentation.

If supplemental technical studies are determined by the City and Consultant to be critical to the advancement or completion of the Phase 1 Work, the Consultant will notify the City in writing (via email) of the intent to access budget reserves. Each request will be accompanied by a level of effort estimate. If a requested task exceeds the budget reserve for that technical specialty, the Consultant will furnish a detailed fee proposal for City review, and, if approved, will submit a formal contract amendment for respective additional fee. Technical reserves are allocated as noted for the following technical specialties:

- Arborist - \$4,500
- Cultural Resources - \$10,000
- Electrical Engineering - \$5,000
- Geotechnical Engineering - \$5,000
- Hazardous Materials - \$10,000
- Survey - \$10,000
- Traffic Engineering - \$7,000
- Other consultant services - \$5,000

Site Analysis

The Consultant will conduct a thorough site analysis to gain a comprehensive understanding of the project site, its surrounding context, the regulatory context for the project site and proposed program, as well as the Stakeholders involved in the project. Site analysis will include the following:

- Review and compile existing data and documentation related to the project site, including previous studies, surveys, reports, and any available historical records. This includes a brief site reconnaissance to evaluate streams/wetlands on the existing park property and to screen for wetlands on the two newly acquired adjacent residential properties. Reconnaissance findings will be incorporated into the existing conditions memo.
- Analyze existing site plans, topographic maps, aerial imagery, and GIS data to gain an understanding of the site's physical characteristics, including vegetation, critical areas, infrastructure, etc.
- Collect and analyze publicly available data, such as demographic information, land use maps, zoning regulations, and transportation networks, to assess the site's context within the surrounding area.

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- Evaluate relevant geotechnical reports, soil surveys, and environmental studies to identify any potential constraints or opportunities related to soil conditions, contamination risks, or natural resource preservation.
- Utilize existing data on hydrological patterns, flood zones, and shoreline erosion to assess the site's vulnerability to natural hazards.

Conduct Regulatory Review:

- Identify and review local, state, and federal regulations and guidelines applicable to the Project development.
- Assess zoning ordinances, building codes, and land use regulations specific to the project site.
- Review relevant building, fire, energy, seismic codes etc., and safety regulations relevant for potential adaptive reuse of existing structures.
- Research and identify any specific permits or approvals needed for Project development.

Evaluate Grant Requirements:

- Review the terms and conditions of the grant agreement to understand the specific requirements and obligations associated with the grant.
- Determine the specific deliverables and outcomes expected by the grant funder and develop a plan to meet those requirements.
- Review any specific performance metrics or evaluation criteria outlined in the grant agreement and establish a system for tracking and reporting progress.
- Identify any grant-specific restrictions or limitations that may impact the Project.
- Collaborate with the City to ensure all project activities align with the grant requirements and goals and make any necessary adjustments.

Stakeholder Analysis:

- Conduct stakeholder identification and mapping to identify key stakeholders relevant to the Project. Analyze publicly available demographic and socioeconomic data to understand the characteristics and needs of the surrounding community, considering factors such as population density, income levels, and recreational preferences.
- Identify relevant governing bodies including federal, state, and local agencies that will be involved in the Project.
- Research and analyze property ownership records to understand the ownership structure and boundaries of adjacent properties.
- Identify community organizations, such as neighborhood associations, civic groups, or nonprofit organizations, neighboring businesses, and institutions to inform strategies listed in Task 2.
- Review and analyze past stakeholder input, including meeting summaries, survey results, and feedback received to identify common themes, and understand their perspectives and concerns, to inform the Project design and decision-making process.

Pre-design Workshop (1)

The Consultant will facilitate a Pre-design Workshop bringing together the core design and technical team, along with members of the City Council and Parks and Recreation Board and select stakeholders, to engage in a collaborative session aimed at exploring project requirements, goals, vision, constraints,

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opportunities, and initial ideas. The purpose of the predesign workshop is not to develop design ideas, but rather to identify the boundaries of the project so as to create a framework for meaningful public engagement. The outcome of the predesign workshop will inform the development of messaging and interactive exercises that can be used to engage community members in thoughtful design discussions. The Consultant will document the outcomes of the workshop and provide a summary memo outlining key findings, decisions, and actionable next steps for the project team to further refine and progress the Project vision. The Consultant will:

- Facilitate a 3 hour, in person, workshop with the core design and technical team, along with key stakeholders, to gather input and insights for the Project.
- Define the workshop objectives, ensuring that the session focuses on identifying project requirements, goals, vision, constraints, opportunities, and initial ideas.
- Prepare workshop materials, including presentation slides, exhibits, and discussion prompts, to guide the session and encourage active participation.
- Conduct a brief project overview presentation, providing background information, context, and any existing project materials to ensure all participants have a shared understanding of the project.
- Facilitate discussions to allow participants to share their perspectives, ideas, and aspirations for the Project, encouraging active listening and collaboration among team members.
- Facilitate discussions around project constraints and challenges and any unique opportunities or strengths of the project site that can be leveraged to enhance the design and functionality of the Project.
- Facilitate discussions to illuminate the Project's goals and vision, considering factors such as user experience, sustainability, community engagement, and desired amenities.
- Capture and document the key findings, insights, and decisions made during the workshop, ensuring that all ideas, concerns, and opportunities are recorded for future reference.
- Summarize the workshop outcomes and prepare a workshop memo highlighting the key findings, decisions, and actionable next steps for the design and development process.

Assumptions:

- The City will provide the available existing information in electronic working file formats (Word, Excel, DWG, JPG, SHP, etc.) as feasible. All other information can be provided in electronic PDF format.
- A budgetary reserve is identified for supplemental technical study, if required in Phase 1. No additional technical studies will be required for Phase 1. Budgetary reserves for technical studies that are not used in Phase 1 will carry over to Phase 2.
- On-site visual confirmation is limited to items that are above ground, visually apparent, and identifiable.
- If observed, the Consultant will report major discrepancies between site observations and as-built drawings to the City.

Deliverables:

- Base map and site photographs
- Existing conditions memo, for inclusion in Schematic Design Report

- Technical documentation from supplemental studies, if completed
- Summary memo from Predesign Charette

Task 4 – Interpretive Plan

The Consultant will work with the City to develop an interpretive plan for the Lakefront property. The plan will identify potential conceptual themes, core topics and messaging, and designs ideas for onsite interpretation. This task will include research and targeted community engagement designed to identify appropriate interpretive themes and messages. The final interpretive plan will be designed to inform subsequent conceptual design efforts, and it will include recommendations such as materials, size, design, function, and placement of integrated onsite interpretation and/or interpretive elements.

Interpretive Research and Engagement

The Consultant will conduct research into the site and its context to gather a comprehensive understanding of its historical, ecological, geological and cultural significance. As part of the process, a site visit will be conducted to capture site photos to document and visually represent the site's distinctiveness and potential for interpretation.

The Consultant will develop and implement engagement exercises for the broad community, such as surveys, hands-on activities, or storytelling exercises that will be conducted at community events. The aim is to create opportunities for diverse community members to actively participate in the interpretive planning process, gather their perspectives, and foster a sense of ownership and connection to the park's resources, resulting in more inclusive and impactful interpretive programs.

Through extensive research, on-site engagement, and stakeholder involvement, the interpretive planning process will yield the identification of site-specific themes that represent community stories, natural features, and cultural heritage of the park.

Interpretive Planning Session

The Consultant will facilitate a 2–3-hour in-person interpretive planning session onsite or at City Hall with the Parks and Recreation Board. As public representatives of city-wide park issues, the Parks and Recreation Board will be engaged to distill broad community feedback into more distinct themes based on research, and community input. This session will result in a basic, draft outline for an interpretive plan. After this planning session, the identified interpretive themes will be taken to the community charrette for additional public review and feedback.

Interpretive Plan

The Consultant will work with the City to further develop the interpretive plan by refining community feedback gathered on initial interpretative themes. The plan will outline each proposed design (wayside, artistic landscaping feature, etc.) in correlation with locations, themes and stories, site management goals achieved, visitor goals achieved, target audiences reached, and other details. The Consultant will facilitate two virtual meetings with the City during this task, one working session to advance the plan, and one review meeting to discuss the final draft of the plan.

Deliverables:

- Site visit and research

- Engagement exercises
- In-person interpretive planning session
- Interpretive plan, draft and final
- Facilitation of two virtual meetings

Task 5 – Concept Design

This Task involves developing a preliminary vision and conceptual framework for the park. Working closely with City staff, analyzing feedback from stakeholders and utilizing site analysis findings, the Consultant will establish a shared vision, design objectives, and design narrative for the Project. The consultant will create a spatial layout, considering functional uses and key amenities, while incorporating best practices and inclusive design principles. Three initial design alternatives for park elements will be created and refined into a preferred concept based on community and City staff feedback. Visual representations will be developed to communicate the design concepts effectively. Additionally, design guidelines and strategies will be identified and documented to guide future phases of the Project.

Design Program

The Consultant will explore and develop a design program that reflects the desires and needs of the community while considering the site's spatial characteristics and programmatic constraints to allow for the creation of a vibrant and inclusive Project that offers diverse opportunities for recreation, cultural activities, education, and user engagement.

- Conduct an analysis of existing City parks and their program offerings to identify potential program gaps and opportunities for the Project.
- Review community feedback and input gathered from past community engagement activities and Project specific community engagement to understand the specific program desires and needs expressed by residents and stakeholders.
- Consider the diverse needs and requirements of various program types, such as recreational activities, cultural events, educational spaces, nature exploration, and social gathering areas.
- Analyze the spatial characteristics, constraints of the site and compatibility of different program elements to identify suitable areas and zones for different program elements, ensuring efficient and functional use of space.
- Develop a program matrix or list that outlines the identified program/uses, their spatial requirements, estimated user capacities, and potential synergies between different program elements.
- Prioritize program based on the project goals, community input, feasibility, and anticipated user demand.
- Document the findings, recommendations, and prioritized program in a presentation that can be shared with City staff and decision-makers for further discussion and approval.

Development of Concept Design Alternatives (3)

The Consultant will develop three alternative concept designs, exploring multiple design options that allow for creativity, adaptability, and responsiveness to various project constraints and stakeholder considerations. This will provide a comprehensive analysis of cost, permit requirements, environmental

impacts, and stakeholder impacts for each alternative, facilitating informed decision-making and leading to the selection of a preferred alternative for implementation.

- Develop three distinct concept design alternatives that demonstrate different spatial arrangements, circulation patterns, and organization of program elements, while ensuring they are all functional and responsive to the project's goals, requirements, and stakeholder input. Concepts will be iterative in nature, allowing the City more flexibility in selecting a preferred design.
- Ensure that the park elements and program are not mutually exclusive to the specific design alternatives, allowing for interchangeability and flexibility in incorporating different elements based on the final design direction.
- Conduct cost estimating for each alternative, including the construction, materials, and installation costs, and any associated long-term maintenance considerations.
- Provide a summary of the permit pathway and applicable regulations for each concept design, identifying the timeline, necessary permits, approvals, and environmental review processes that need to be considered.
- Assess the potential environmental impacts associated with each concept design and define high level mitigation needs and strategies to minimize adverse effects, such as addressing stormwater management, mitigating buffer impacts, and preserving sensitive habitats.
- Evaluate the impacts on adjacent landowners and stakeholders for each concept design, identifying potential concerns, opportunities for collaboration, and strategies to address any impacts on the neighboring properties or community.
- Prepare a deliverable for the three alternatives, including a site plan that illustrates the spatial arrangement of park elements, pathways, amenities, and program areas. Develop additional sketches, diagrams, design drawings or renderings, such as perspectives, elevations, or sections, to visually communicate the design intent, key features, and user experiences for each concept.

Alternatives Presentation and Analysis (1)

The Consultant will present the program analysis and three alternatives in a workshop-style meeting that aims to gather feedback and ensure that the City's preferences and input are incorporated into the decision-making as the Project progresses to the selection of the preferred alternative. An objective of the meeting will be to refine the full array of presented alternatives into a smaller menu to share with the public.

- Reconvene the pre-design charrette group and organize a workshop-style meeting to present the program analysis and the three concept alternatives.
- Prepare a comprehensive presentation that highlights the findings of the program analysis, including an overview of the desired park programs, identified gaps, and the incorporation of community feedback.
- Present each of the three concept alternatives, providing a thorough description and visual representations of the spatial layout, elements, circulation patterns, and programmatic arrangements.

Lake Forest Park Lakefront Improvements

Scope of Work

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- Facilitate a structured discussion on the merits and feasibility of each concept alternative, considering factors such as vision, project goals, site constraints, community aspirations, budgetary considerations, and sustainability objectives.
- Incorporate iterative design exercises to explore modifications, combinations, or enhancements to the concept alternatives.
- Engage in a decision-making process with the City staff to determine the preferred alternative direction based on the workshop discussions, feedback, and the alignment with the project's vision and objectives.
- Prepare a brief summary memo that outlines the workshop outcomes, including the preferred alternative direction, key design considerations, modifications or refinements discussed during the workshop, and a rationale for the final decision.

Selection of Preferred Alternative

The Consultant will refine and consolidate the elements from the three concept alternatives into one cohesive and integrated final concept design that incorporates feedback from previous Tasks.

- Compile and analyze feedback received from City staff, community members, and stakeholders regarding the three concept alternatives presented.
- Provide targeted engagement with additional identified stakeholders to gather their input on the refined concept design.
- Conduct a comprehensive review and assessment of the strengths, weaknesses, opportunities, and constraints associated with each concept alternative based on the feedback received.
- Identify common themes, preferences, and key elements that have resonated positively across the feedback, indicating the most favored and desirable design components.
- Explore potential combinations and integrations of the preferred elements to create a cohesive final concept design that maximizes the desired features and functionality.
- Ensure that the refined concept design maintains alignment with the project goals, programmatic requirements, budgetary considerations, and the overall vision established for the Project.
- Summary memo including a narrative of the preferred alternative.

Assumptions:

- Up to three concept-level options for the Project which includes the newly acquired parcels, integration with the adjacent Lyon Creek Waterfront Preserve Park, and improvements to Beach Dr SE to provide safe bicycle and pedestrian connections to the Burke Gilman Trail and the SR522 intersection.
- The Consultant will provide Concept Design Alternatives with comparison narrative to the City.
- When alternatives are being considered or decisions are being made, the City will make final decisions.
- Each Concept Design Alternative will only be pursued if it is a viable option for project implementation. If an alternative is determined by agreement of the Consultant team and City project manager to no longer be viable, such as due to cost or other issue, the decision will be recorded in the Project Change Log and further development of the design option will cease.

Lake Forest Park Lakefront Improvements

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- Once the preferred Concept Design is identified, further development of other alternatives will cease.
- The Consultant assumes that the City will provide timely and consolidated feedback on the design alternatives and subsequent refinements. This includes a clear process for consolidating comments from City staff and decision-makers into cohesive and actionable feedback.
- The Consultant assumes that the City will identify and engage additional targeted stakeholders, providing the necessary introductions and facilitating their participation in the input-gathering process for the refined concept design.

Deliverables:

- Design program memo
- Site Plans and additional design drawings as needed for each Concept
- Permit pathway and regulatory considerations documentation for each Concept
- Cost estimate for each Concept
- Landowner and Stakeholder Impact summary
- Alternatives Analysis workshop memo
- Preferred Alternative memo

Task 6 – Schematic Design

This task entails a deliberate transition from selecting the preferred alternative, derived from comprehensive feedback and stakeholder input to the documentation of the refined and cohesive preferred design for the Project. This phase culminates in the development of comprehensive design documentation, including drawings, renderings, a report that summarizes information associated with the preferred alternative including cost estimates, permit pathways, environmental impact, and stakeholder impact summaries.

Preparation of Schematic Design Package

The Consultant will develop a Schematic Design Package, visually conveying the design intent of the Project for use in communicating with the public and fulfilling funding requirements. It will consist of drawings, renderings, and other visual materials to effectively communicate the proposed design elements and overall vision for the Project. The second deliverable is a Schematic Design Report, consolidating all relevant information such as cost estimates, permit pathways, environmental impacts, phasing considerations, etc. This report will provide a comprehensive overview of the design and serve as a reference document for moving into the next phase of project design.

In the Schematic Design Package, the Consultant will provide:

- **Site plan:** A detailed, scaled plan showing the layout of the Project, including the placement of major features, amenities, pathways, and landscape elements.
- **Enlargement plans (as needed):** This could include areas off-site along Beach Dr. or plans of proposed or adapted building structures.
- **Design drawings:** Visual representations of the Project, which may include elevation drawings, sections, and perspectives that illustrate key design elements and their relationship to the site.
- **Renderings:** High-quality visualizations of the Project.

- **Materials, finishes, and planting:** Narrative and images of materials, finishes, and high-level approach to planting to be used in the park, such as paving materials, seating options, lighting fixtures, and landscape materials.
- **Conceptual diagrams:** Diagrammatic representations of the design concepts and their underlying principles, illustrating the intended spatial relationships and design intentions.

Preparation of Schematic Design Report

The Consultant will develop a Schematic Design Report that consolidates all pertinent information related to the schematic design. It will include an itemized cost estimate, outlining projected costs associated with various design elements, materials, construction, and other relevant expenses. Also, the report will present a detailed permit pathway, summarizing the necessary permits, regulations, and approval processes required for the design's implementation. It will address potential environmental impacts, propose mitigation strategies, and provide a summary of impacts on adjacent landowners and stakeholders. Furthermore, the Schematic Design Report will consider phasing options and present a cohesive plan for the implementation of the design in a logical and feasible manner.

The Schematic Design report will include:

- **Design rationale and narrative:** A written explanation of the design approach, principles, and intentions, providing context and background information.
- **Preliminary engineering summary:** Summary prepared by the marine engineer, civil engineer, structural engineer, or other subconsultants involved in the project, providing technical analysis and recommendations related to shoreline impacts, site grading, drainage, utilities, structural elements, and other engineering considerations.
- **Sustainability strategies:** Summary of sustainable design strategies incorporated into the Project design, which may include energy efficiency, water conservation, use of recycled materials, integration of green infrastructure elements, etc.
- **Signage and wayfinding:** Summary of recommendations for park signage, wayfinding elements, and interpretive displays to guide visitors and provide information about park features, amenities, and rules.
- **Public art integration:** Concepts and strategies for integrating public art installations into the park design, highlighting opportunities for artistic expression and cultural spaces.
- **Cost estimate:** An itemized breakdown of projected costs associated with various design elements, materials, construction, and other relevant expenses.
- **Permit pathway:** A summary of the necessary permits, regulations, and approval processes required for the design's implementation, including any potential challenges or considerations.
- **Environmental impact:** A summary identifying and evaluating potential environmental impacts associated with the design, proposing mitigation strategies to minimize or eliminate adverse effects.
- **Phasing plan:** A plan outlining the recommended phasing strategy for the construction and implementation of the park design, considering logistical, financial, and operational factors.
- **Stakeholder impact:** A summary outlining the potential impacts on adjacent landowners, stakeholders, and the broader community resulting from the design and construction activities.

Lake Forest Park Lakefront Improvements

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- **Accessibility considerations:** A summary detailing the measures taken to ensure compliance with accessibility standards and guidelines, promoting inclusivity and equitable access to the park.
- **Maintenance and operations recommendations:** Recommendations for ongoing maintenance and operational considerations, including suggested maintenance schedules, materials durability, and staffing requirements.

Assumptions:

- The Consultant will rely on the accuracy and completeness of existing data provided by the City or publicly available sources and will not be responsible for verifying its accuracy unless explicitly agreed upon in the scope of work. Additional surveys or technical studies may be identified during Schematic Design and conducted in a future project phase.
- The Schematic Design Report will be no more than 30 pages including visuals
- The City will review and provide consolidated comments to the draft deliverables within a reasonable timeframe to avoid project delays. This includes a clear process for consolidating comments from City staff and decision-makers into cohesive and actionable feedback.
- The City will provide a clear understanding of the project budget and any specific cost limitations or constraints as they are understood at the time.

Deliverables:

- Draft and Final Schematic Design Package
- Draft and Final Schematic Design Report

End of Phase 1 Scope

Other Services (Not in Phase 1 Contract)

Design Development (NIC)

Preparation of one (1) document package representing 30% PS&E, including plan drawings, outline specifications (in six-digit or WSDOT format, tbd), and cost estimate in sufficient detail to describe all aspects of the proposed development and consistent with the current design stage. Conduct detailed site investigations, if needed, to inform design development and prepare for eventual permit submittals.

Construction Documentation (NIC)

Preparation of three (3) document packages representing 60%, 90%, and 100% PS&E, including plan drawings, specifications (in predetermined format), and cost estimate in sufficient detail to describe all aspects of the proposed development and consistent with the respective design stage. 60% PS&E will be submitted for permits, as outlined in the permit pathway provided in the Schematic Design package.

Bid Support Coordination (NIC)

Assembly of one (1) document package for advertisement for public bid. Provide support services to assist with contractor selection and contracting.

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Construction Administration (NIC)

Administration of construction, including weekly meetings, site visits, contractor coordination, and review of built work through construction completion. Post-construction site commissioning, including quarterly follow-up through site establishment period (e.g., one year after construction).

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Scope of Work
 DCG/Watershed | 230336
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| Phase 1 Tasks: | Total Consultant Labor Fees |
|--|-----------------------------|
| Task 1: Project Management <ul style="list-style-type: none"> ▪ Project management plan ▪ Kick-off meeting ▪ Project administration, including subconsultant coordination ▪ Biweekly meetings ▪ Monthly tracking and reporting | \$ 26,977 |
| Task 2: Stakeholder Engagement <ul style="list-style-type: none"> ▪ Stakeholder engagement plan ▪ Engagement website, setup plus twelve (12) months hosting and maintenance ▪ Stakeholder meetings, as described above | \$ 41,585 |
| Task 3: Pre-Design <ul style="list-style-type: none"> ▪ Data collection and field verification ▪ Site Analysis ▪ Predesign charrette (1) | \$ 38,174 |
| Task 4: Interpretive Plan <ul style="list-style-type: none"> ▪ Interpretive Research and Engagement ▪ Interpretive Planning Session ▪ Interpretive Plan | \$9,978 |
| Task 5: Concept Design <ul style="list-style-type: none"> ▪ Design Program ▪ Development of 3 Alternatives, including cost estimates and visuals ▪ Alternatives Presentation and Analysis (1) ▪ Selection of Preferred Alternative | \$ 58,132 |
| Task 6: Schematic Design <ul style="list-style-type: none"> ▪ Preparation of schematic design package, including cost estimates and visuals ▪ Summary schematic design report | \$ 42,613 |
| BASE DESIGN FEE | \$ 217,459 |
| On-call Technical Reserves | \$ 56,500 |
| <ul style="list-style-type: none"> ▪ Arborist (\$4,500) ▪ Electrical Engineering (\$5,000) ▪ Geotechnical Engineering (\$5,000) ▪ Survey (\$10,000) ▪ Traffic Engineering (\$7,000) ▪ Cultural Resources (10,000) ▪ Hazardous Materials (\$10,000) ▪ Other consultant services (\$5,000) | |
| Total Fee with Reserve Services | \$ 273,959 |

Section 5, Item B.

| Revised 8/23/2023 | | Prime Consultant (DCQ/Watershed) | | | | | | | | | | | Subconsultants | | | | | | | | | | | Team Totals | | |
|---------------------------------------|--|---|---------------------|--------------------|-----------|------------------------------|------------------------------|-----------------|--|--------------------------|----------------------|--|-----------------------|----------------------------------|--|---------------------------------------|---|-----------------------------------|--|----------------------------------|-----------------------------------|---|--------------------|---------------|--------------|-----------|
| Task # | Task Title | Project Manager, Senior Landscape Architect | Landscape Architect | Landscape Designer | Ecologist | Senior Environmental Planner | Senior Marine Civil Engineer | Marine Engineer | Senior Civil Engineer, Principal in-Charge | Drone Pilot, GIS Analyst | Interpretive Planner | RESERVE FEE - Architecture (DCQ/Watershed) | Prime Consultant Fees | Architecture (Senior Architects) | Transportation Engineering (Transportation Subplans) | Cost Estimation (DCV Cost Management) | RESERVE FEE - Geotechnical/Engineering (PHM Geotechnical) | RESERVE FEE - Survey (GPS Survey) | RESERVE FEE - Electrical Engineering (Electrical Engineering (Elev)) | RESERVE FEE - Cultural Resources | RESERVE FEE - Hazardous Materials | RESERVE FEE - Other Consultant Services | Subconsultant Fees | Team Totals | | |
| 1 | Project Management/Coordination | \$194.40 | \$187.00 | \$113.40 | \$145.80 | \$220.22 | \$213.00 | \$102.00 | \$299.00 | \$140.00 | \$121.23 | | \$ 20,430.30 | | | | | | | | | | | \$ 6,548.30 | \$ 26,978.60 | |
| 1.01 | Project Management Plan | 4 | 2 | | | | | | | | | \$ 1,410.00 | \$ 220.00 | | | | | | | | | | | \$ 220.00 | \$ 1,630.00 | |
| 1.02 | Kick-off Meeting (assumes 90 min mtg, plus prep, travel, attendance, and follow up memo) | 4 | 3 | | | 3 | 3 | | | | | \$ 2,578.26 | \$ 880.00 | \$ 289.00 | | | | | | | | | | \$ 1,149.00 | \$ 3,727.26 | |
| 1.03 | Project Oversight and Reporting (PRIME PM ONLY, includes scheduling, ancillary communication, invoicing, budget tracking; assumes 2 hr/mo) | 24 | | | | | | | | | | \$ 4,685.00 | | | | | | | | | | | | \$ - | \$ 4,685.00 | |
| 1.04 | Biweekly internal team mtgs (x24 @ 0.5 hrs ea.) | 12 | 12 | | | | | 12 | | | | \$ 6,280.80 | \$ 4,720.00 | | | | | | | | | | | \$ 4,720.00 | \$ 11,000.80 | |
| 1.05 | Biweekly mtgs w/ LFP PM (x24 @ 1 hr ea.) | 24 | | | | | | | 2 | | | \$ 5,263.60 | \$ 440.00 | | | | | | | | | | | \$ 440.00 | \$ 5,703.60 | |
| 1.06 | Mileage Expenses (@ 2023 federal rate of 66.5/mi, assumes roundtrip travel from local office) | | | | | | | | | | | \$ 31.44 | \$ 17.30 | | | | | | | | | | | \$ 17.30 | \$ 48.74 | |
| 1.07 | Printing/Reproduction/Plotting Expenses | | | | | | | | | | | \$ 200.00 | | | | | | | | | | | | \$ - | \$ 200.00 | |
| 2 | Stakeholder Engagement | | | | | | | | | | | \$ 31,359.42 | \$ 90,912.10 | | | | | | | | | | | \$ 10,228.15 | \$ 41,584.57 | |
| 2.01 | Stakeholder Engagement Plan | 8 | 2 | | | | | | | | | \$ 1,886.20 | \$ 220.00 | | | | | | | | | | | \$ 220.00 | \$ 2,106.20 | |
| 2.02 | Engagement Website (setup + 12 mo) | 4 | 4 | 32 | | | | | | | | \$ 5,074.40 | \$ 380.00 | | | | | | | | | | | \$ 380.00 | \$ 5,454.40 | |
| 2.03 | Direct Engagement Mtgs (16 hrs across full team) | 14 | | | | | | | | | | \$ 2,721.60 | \$ 440.00 | | | | | | | | | | | \$ 440.00 | \$ 3,161.60 | |
| 2.04 | Community Event Support (12 hrs across full team) | 12 | | | | | | | | | | \$ 2,332.80 | \$ - | | | | | | | | | | | \$ - | \$ 2,332.80 | |
| 2.05 | Community Charoltes (x2, inc prep) | 8 | 16 | 12 | | | 2 | 6 | | | | \$ 7,310.00 | \$ 8,820.00 | | | | | | | | | | | \$ 5,620.00 | \$ 12,930.00 | |
| 2.06 | Official Mtgs x 7 (Assume 4 hrs/mtg for prep, travel, attendance, and follow up memo) | 28 | 28 | | | | | | | | | \$ 10,119.20 | \$ 3,480.00 | | | | | | | | | | | \$ 3,480.00 | \$ 13,599.20 | |
| 2.07 | Mileage Expenses (@ 2023 federal rate of 66.5/mi, assumes roundtrip travel from local office) | | | | | | | | | | | \$ 212.22 | \$ 85.15 | | | | | | | | | | | | \$ 85.15 | \$ 297.37 |
| 2.08 | Website Expenses (includes hosting, domain fees) | | | | | | | | | | | \$ 500.00 | | | | | | | | | | | | \$ - | \$ 500.00 | |
| 2.09 | Printing/Reproduction/Plotting Expenses | | | | | | | | | | | \$ 1,200.00 | | | | | | | | | | | | \$ - | \$ 1,200.00 | |
| 3 | Pre-design | | | | | | | | | | | \$ 22,451.68 | \$ 59,194.04 | \$ 7,787.41 | | | | | | | | | | \$ 15,721.54 | \$ 38,173.22 | |
| 3.01 | Data Collection and Field Verification (inc. dev basemap) | 8 | 16 | 4 | 10 | | 4 | 12 | | | | \$ 10,054.80 | \$ 8,800.00 | \$ 578.00 | | | | | | | | | | \$ 7,378.00 | \$ 17,432.80 | |
| 3.02 | Site Analysis | 4 | 12 | 12 | 2 | | 4 | 12 | | | | \$ 7,230.00 | \$ 1,200.00 | \$ 252.00 | | | | | | | | | | \$ 1,452.00 | \$ 8,682.00 | |
| 3.03 | Pre-design Workshop (3 hr mtg, w/ travel) | 8 | 8 | 12 | | | 4 | | | | | \$ 5,104.00 | \$ 5,080.00 | \$ 867.00 | | | | | | | | | | \$ 8,847.00 | \$ 11,951.00 | |
| 3.04 | Mileage Expenses (@ 2023 federal rate of 66.5/mi, assumes roundtrip travel from local office) | | | | | | | | | | | \$ 82.88 | \$ 34.06 | \$ 10.48 | | | | | | | | | | \$ 34.06 | \$ 107.42 | |
| 3.05 | Printing/Reproduction/Plotting Expenses | | | | | | | | | | | \$ - | | | | | | | | | | | | \$ - | \$ - | |
| 4 | Interpretive Planning | | | | | | | | | | | \$ 9,977.48 | \$ 25,912.10 | | | | | | | | | | | \$ - | \$ 9,977.48 | |
| 4.01 | Interpretive Research and Engagement | 4 | 2 | | | | | | | | | \$ 2,806.80 | | | | | | | | | | | | \$ - | \$ 2,806.80 | |
| 4.02 | Interpretive Planning Session | 8 | 6 | | | | | | | | | \$ 3,823.16 | | | | | | | | | | | | \$ - | \$ 3,823.16 | |
| 4.03 | Interpretive Plan | 2 | | | | | | | | | | \$ 3,268.32 | | | | | | | | | | | | \$ - | \$ 3,268.32 | |
| 4.04 | Mileage Expenses (@ 2023 federal rate of 66.5/mi, assumes roundtrip travel from local office) | | | | | | | | | | | \$ 47.16 | | | | | | | | | | | | \$ - | \$ 47.16 | |
| 4.05 | Printing/Reproduction/Plotting Expenses | | | | | | | | | | | \$ 200.00 | | | | | | | | | | | | \$ - | \$ 200.00 | |
| 5 | Concept Design | | | | | | | | | | | \$ 29,021.82 | \$ 72,914.04 | \$ 259.00 | \$ 6,120.00 | | | | | | | | | \$ 29,109.30 | \$ 58,131.12 | |
| 5.01 | Design Program | 4 | 8 | | | | | 4 | | | | \$ 2,781.80 | \$ 6,800.00 | | | | | | | | | | | \$ 6,800.00 | \$ 9,581.80 | |
| 5.02 | Development of Concept Design Alternatives | 24 | 36 | 16 | 2 | 12 | 8 | 10 | | | | \$ 18,750.24 | \$ 11,780.00 | \$ 252.00 | \$ 6,120.00 | | | | | | | | | \$ 18,132.00 | \$ 36,882.24 | |
| 5.03 | Alternatives Presentation and Analysis (2 hr mtg, w/ travel) | 8 | 8 | | | | | 4 | | | | \$ 3,743.20 | \$ 2,980.00 | \$ 678.00 | | | | | | | | | | \$ 3,638.00 | \$ 7,281.20 | |
| 5.04 | Selection of Preferred Alternative | 8 | 8 | | | | 4 | | | | | \$ 3,743.20 | \$ 600.00 | | | | | | | | | | | \$ 600.00 | \$ 4,343.20 | |
| 5.05 | Mileage Expenses (@ 2023 federal rate of 66.5/mi, assumes roundtrip travel from local office) | | | | | | | | | | | \$ 23.58 | \$ 34.06 | \$ 6.24 | | | | | | | | | | \$ 34.06 | \$ 62.88 | |
| 5.06 | Printing/Reproduction/Plotting Expenses | | | | | | | | | | | \$ - | | | | | | | | | | | | \$ - | \$ - | |
| 6 | Schematic Design | | | | | | | | | | | \$ 24,005.48 | \$ 59,918.10 | \$ 187.00 | \$ 5,440.00 | | | | | | | | | \$ - | \$ 24,005.48 | |
| 6.01 | Preparation of Schematic Design Package | 20 | 32 | 16 | | | 4 | 8 | | | | \$ 13,194.40 | \$ 10,400.00 | \$ 187.00 | \$ 5,440.00 | | | | | | | | | \$ 18,807.00 | \$ 42,612.48 | |
| 6.02 | Preparation of Schematic Design Report | 12 | 18 | 10 | 3 | 4 | 4 | 6 | 4 | | | \$ 10,811.08 | \$ 2,800.00 | | | | | | | | | | | \$ 2,800.00 | \$ 13,411.08 | |
| 6.03 | Mileage Expenses (@ 2023 federal rate of 66.5/mi, assumes roundtrip travel from local office) | | | | | | | | | | | \$ - | | | | | | | | | | | | \$ - | \$ - | |
| 6.04 | Printing/Reproduction/Plotting Expenses | | | | | | | | | | | \$ 4,500.00 | \$ 4,500.00 | | | | | | | | | | | \$ - | \$ 4,500.00 | |
| 7 | Technical Reserves | | | | | | | | | | | \$ 4,500.00 | \$ 4,500.00 | \$ 7,000.00 | | \$ 5,000.00 | \$ 10,000.00 | \$ 5,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 5,000.00 | \$ 52,000.00 | \$ 56,500.00 | | |
| Anticipated Labor Hours by Staff Role | | 238 | 213 | 114 | 17 | 19 | 41 | 72 | 7 | 8 | 50 | \$ 4,500.00 | \$ 137,246.98 | \$ 65,050.57 | \$ 9,966.72 | \$ 11,500.00 | \$ 5,000.00 | \$ 10,000.00 | \$ 5,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 5,000.00 | \$ 52,000.00 | \$ 273,955.45 | | |

**CITY OF LAKE FOREST PARK
COUNCIL COMMITTEE OF THE WHOLE MEETING NOTES
October 23, 2023
6:00 PM**

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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; Lori Bodi, Tracy Furutani (via Zoom), Larry Goldman, John Lebo, Semra Riddle

Councilmember absent: Phillippa Kassover

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

Others present: no visitors

CALL TO ORDER

Deputy Mayor French called the October 23, 2023 Committee of the Whole meeting to order at 6:00 p.m.

Citizen Comments

There was no one in the audience.

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

Finance Director Vaughn presented the Mayor’s proposed mid-biennial budget adjustment and responded to Council questions.

Council discussion followed.

Council Letter to Sound Transit

Cmbr. Bodi reviewed recent engagement efforts by Sound Transit and a draft letter to Sound Transit she prepared for Council consideration and potential action at the upcoming regular meeting.

1 **Letter to Sound Transit CEO Julie Timm Requesting Support for Lowering the Speed Limit on**
2 **SR 522 to 35 mph**

3
4 Deputy Mayor French reviewed a letter to Sound Transit CEO Julie Timm requesting lowering of
5 the speed limit on SR 522 from 40 to 35 mph.

6
7 Council discussion followed.

8
9 **Proposed Surplus Real Property Ordinance**

10
11 Cmbr. Goldman introduced text of a draft ordinance that would add LFPMC Chapter 18.74
12 regarding Sale, Disposition or Lease of Surplus Real Property for Affordable Housing.

13
14 Brief discussion followed.

15
16 **Potential Red-Light Camera Installation at the Intersection of NE 153rd Street and Bothell Way**

17
18 Deputy Mayor French introduced the topic. Brief discussion followed.

19
20 **Sound Cities Association Regional Boards and Committees**

21
22 Cmbr. Goldman read a list of openings on the Sound Cities Association regional boards and
23 committees and asked councilmembers to note their interest in any positions.

24
25 **Adjournment**

26
27 There being no further business, the meeting adjourned at 7:00 p.m.

28
29
30 _____
31 Tom French, Deputy Mayor

32
33
34 _____
35 Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
October 26, 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; Lorri Bodi, Tracy Furutani, Larry Goldman, Jon Lebo, Semra Riddle

Councilmembers absent: Phillippa Kassover

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

Others present: 25 visitors

CALL TO ORDER

Deputy Mayor French called the October 26, 2023 City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Cmbr. Riddle led the Pledge of Allegiance.

ADOPTION OF AGENDA

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

CITIZEN COMMENTS

Deputy Mayor French invited comments from the audience. The following member of the audience shared comments with the Council:

- Natalie-Pascale Boisseau (reducing speed limit on 40th and 45th Place NE)

PROCLAMATION – Recognizing and Honoring Veterans Day 2023

Deputy Mayor French read a proclamation recognizing and honoring Veterans Day 2023.

1 **PROCLAMATION – Recognizing October as Freedom to Read Month**

2
3 Cmbr. Furutani read a proclamation recognizing October as Freedom to Read Month.

4
5 **PRESENTATION – Republic Services Regarding Upcoming Rate Restructuring for Solid Waste**

6
7 Wendy Weiker, Republic Services, gave a brief presentation and responded to Council
8 questions.

9
10 **PRESENTATION – Petition from Tejus Bhasin Requesting Lower Speed Limits on 53rd Avenue
11 NE and NE 181st Street**

12
13 Tejus Bhasin gave a presentation regarding a petition to lower the speed limit in his
14 neighborhood. The following neighbors shared comments:

- 15
- 16 • Heather Yasmin
- 17 • Errol Bordereaux
- 18 • Diane Cicero
- 19

20 **PRESENTATION – Revised 2023-2024 Legislative Agenda**

21
22 Shelly Helder, Gordon Thomas Honeywell-Governmental Affairs, gave an update on the revised
23 2023-2024 Legislative Agenda. The revised legislative agenda will be brought forward at a
24 future meeting.

25
26 **PUBLIC HEARING – Ordinance 23-1278/Amending Section 16.16.250 of the Lake Forest Park
27 Municipal Code, Reasonable Use Exception**

28
29 City Administrator Hill presented the item and responded to questions.

30
31 Deputy Mayor French opened the public hearing and invited comments from the audience.
32 There being no one in the audience wishing to speak, Deputy Mayor French closed the public
33 hearing.

34
35 **ORDINANCE 23-1278/Amending Chapter 16.16.250 of the Lake Forest Park Municipal Code,
36 Reasonable Use Exception to Allow for Reasonable Economic Use**

37
38 **Cmbr. Riddle moved** to approve as presented Ordinance 23-1278/Amending Chapter
39 16.16.250 of the Lake Forest Park Municipal Code, Reasonable Use Exception to Allow
40 for Reasonable Economic Use. **Cmbr. Bodi seconded. The motion to approve**
41 **Ordinance 23-1278 as presented carried unanimously.**
42

1 **PUBLIC HEARING – Proposed 2024 Property Tax Levy, 2024 Surface Water Utility Rate and**
2 **Tax, 2024 User Fees, and the Amendment to the 2023-2024 Biennial Budget**

3
4 Finance Director Vaughn presented the item and responded to questions.

5
6 Deputy Mayor French opened the public hearing and invited comments from the audience.
7 There being no one in the audience wishing to speak, Mayor Johnson closed the public hearing.

8
9 **CONSENT CALENDAR**

10
11 **Cmbr. Riddle moved** to approve the consent calendar presented. **Cmbr. Furutani**
12 **seconded. The motion to approve the consent calendar as presented carried**
13 **unanimously.**

- 14
- 15 1. October 12, 2023 City Council Work Session Meeting Minutes
- 16 2. October 12, 2023 City Council Regular Meeting Minutes
- 17 3. Approval of City Expenditures for the Period Ending October 26, 2023, covering Claims
- 18 Fund Check Nos. 85462 through 85521, in the amount of \$344,900.982; Payroll Fund
- 19 ACH transactions in the amount of \$177,384.66; and direct deposit transactions in the
- 20 amount of \$178,423.96; additional approved transactions Elavon, \$766.52; Wex Bank,
- 21 \$48.78; total approved Claims Fund transactions \$523,100.88
- 22 4. Resolution 23-1924/Authorizing the Mayor to Sign an Interlocal Agreement with Yakima
- 23 County Technology Services for Offsite Data Storage for 2024
- 24 5. Resolution 23-1925/Authorizing the Mayor so Sign an Amendment to the 2018-2028
- 25 Comprehensive Garbage, Recyclables, and Compostables Collection Contract with
- 26 Republic Services
- 27

28 **RESOLUTION 23-1926/Authorizing the Mayor to Accept the Washington State Department of**
29 **Commerce Growth Management Act Periodic Update Grant for Fiscal Year 2024**

30
31 City Administrator Hill presented the item and responded to questions.

32
33 **Cmbr. Bodi moved** to suspend the three-touch rule for Resolution 23-1926. **Cmbr.**
34 **Riddle seconded. The motion to suspend the three-touch rule carried unanimously.**

35
36 **Cmbr. Bodi moved** to approve as presented Resolution 23-1926/Authorizing the Mayor
37 to Accept the Washington State Department of Commerce Growth Management Act
38 Periodic Update Grant for Fiscal Year 2024. **Cmbr. Riddle seconded. The motion to**
39 **approve Resolution 23-1926 as presented carried unanimously.**

40
41 **RESOLUTION 23-1927/Authorizing the Mayor to Sign a Service Agreement with Pat’s Trees**
42 **and Landscape, Inc., for 2023-2025 Tree Service**

43
44 Public Works Director Perrigo presented the item and responded to questions.

1
2 **Cmbr. Riddle moved** to approve suspend the three-touch rule for Resolution 23-1927.
3 **Cmbr. Furutani seconded. The motion to suspend the three-touch rule carried**
4 **unanimously.**

5
6 **Cmbr. Riddle moved** to approve as presented Resolution 23-1927/Authorizing the
7 Mayor to Sign a Service Agreement with Pat’s Trees and Landscape, Inc., for 2023-2025
8 Tree Service. **Cmbr. Furutani seconded. The motion to approve Resolution 23-1927 as**
9 **presented carried unanimously.**

10
11 Cmbr. Lebo recused himself from the Sound Transit discussion.

12
13 **LETTERS TO SOUND TRANSIT**

14
15 At this time, the Council discussed two draft letters to Sound Transit.

16
17 **Cmbr. Bodi moved** to authorize the Deputy Mayor to sign a letter from the City Council
18 to the Sound Transit Board urging Sound Transit to reconsider the BAT proposal and
19 work with the city to develop a LFP transit solution based on queue jumps and signalized
20 lights. **Cmbr. Furutani seconded. The motion to authorize the Deputy Mayor to sign the**
21 **letter as discussed carried unanimously, with Cmbr. Lebo recused.**

22
23 **Cmbr. Bodi moved** to authorize the Deputy Mayor to sign a letter from the City Council
24 to Sound Transit CEO Julie Timm, requesting support for lower speed limits on SR 522.
25 **Cmbr. Furutani seconded. The motion to authorize the Deputy Mayor to sign the letter**
26 **as discussed carried unanimously, with Cmbr. Lebo recused.**

27
28 **COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS**

29
30 Councilmembers reported on meetings they attended.

31
32 **ADJOURNMENT**

33
34 There being no further business, the meeting was adjourned at 9:36 p.m.

35
36
37 _____
38 Tom French, Deputy Mayor

39
40
41 _____
42 Matt McLean, City Clerk

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
11/9/2023

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. 85522 through 85575 in the amount of \$424,588.00, PAYROLL FUND ACH transactions in the amount of \$160,231.48 and DIRECT DEPOSIT transactions in the amount of \$173,010.79 are approved for payment this 26th day of October, 2023.

Additional approved transactions are:

ACH transaction State of Washington Excise Tax payment in the amount of \$17,109.63

Total approved claim fund transactions: \$774,939.90

City Clerk

Mayor

Finance Committee

Accounts Payable

Voucher Approval Document

Section 7, Item C.



User: bwright
Printed: 11/06/2023 - 1:39PM
Batch: 00009.11.2023 - 11/09/23 Accounts Payable

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 | 54,793.77 |
| 101 | Street Fund | 5,055.87 |
| 302 | Transportation Capital Fund | 3,879.27 |
| 303 | Cap. Fac./Maint. Reserve Fund | 23,281.22 |
| 401 | Sewer Utility Fund | 225,902.84 |
| 403 | Surface Water Fund | 22,352.58 |
| 404 | Surface Water Capital Fund | 2,947.14 |
| 407 | PWTF Repayment Fund | 44.72 |
| 631 | Treasurer's Clearing Fund | 64.72 |
| 632 | Police Coalition Fund | 1,730.52 |
| Report Total: | | 340,052.65 |

Accounts Payable

Checks by Date - Summary by Check Date

User: bwright
 Printed: 11/6/2023 1:46 PM



| Check No | Vendor No | Vendor Name | Check Date | Check Amount |
|----------|-----------|---|------------|--------------|
| 85523 | AXON | Axon Enterprise, Inc. | 11/09/2023 | 9,006.65 |
| 85524 | BECKERF | Faith Becker | 11/09/2023 | 300.00 |
| 85525 | BROBEAR | Brown Bear Car Wash | 11/09/2023 | 6.00 |
| 85526 | BUILDINT | Builders Interiors, Inc. | 11/09/2023 | 23,281.22 |
| 85527 | CENTURY2 | Century Link | 11/09/2023 | 75.96 |
| 85528 | CHRISTOM | Marina Christopher | 11/09/2023 | 650.00 |
| 85529 | CINTASFI | Cintas First Aid & Safety | 11/09/2023 | 75.41 |
| 85530 | CLYDEHIL | City of Clyde Hill | 11/09/2023 | 1,175.00 |
| 85531 | MERCERIS | City of Mercer Island | 11/09/2023 | 555.52 |
| 85532 | CODEPUB | Code Publishing Company | 11/09/2023 | 118.47 |
| 85533 | CONSOR | Conсор North America, Inc. | 11/09/2023 | 2,299.50 |
| 85534 | CORRECT | Correct Equipment, Inc | 11/09/2023 | 2,185.17 |
| 85535 | COTET | Terri Cote | 11/09/2023 | 74.34 |
| 85536 | EASTPUBS | Eastside Public Safety Comm. | 11/09/2023 | 1,515.00 |
| 85537 | GLANISTC | Chris Glanister | 11/09/2023 | 500.00 |
| 85538 | GORDONTF | Gordon Thomas Honeywell Gov't. Affairs, | 11/09/2023 | 3,150.00 |
| 85539 | GRAY&OS | Gray & Osborne, Inc. | 11/09/2023 | 1,372.14 |
| 85540 | HALTERMA | Jessica Halterman | 11/09/2023 | 59.98 |
| 85541 | HOWARDC | Cassandra Howard | 11/09/2023 | 126.15 |
| 85542 | ICMA | ICMA Membership Renewal | 11/09/2023 | 1,200.00 |
| 85543 | CONFIDAT | James Santerelli Enterprises | 11/09/2023 | 80.00 |
| 85544 | JETCITY | Jet City Printing, Inc. | 11/09/2023 | 33.03 |
| 85545 | KCDNRP | King County Dept of Natural Resources & | 11/09/2023 | 4,742.71 |
| 85546 | KCSEWER | King County Finance & Business | 11/09/2023 | 215,839.62 |
| 85547 | LAKESDIN | Lakeside Industries, Inc. | 11/09/2023 | 770.20 |
| 85548 | LITHO | Litho Craft, Inc. | 11/09/2023 | 1,366.59 |
| 85549 | MAJOROWI | Matt Majorowicz | 11/09/2023 | 136.00 |
| 85550 | MOON | Moon Security Service Inc. | 11/09/2023 | 1,084.00 |
| 85551 | MOORES | Shannon Moore | 11/09/2023 | 5.96 |
| 85552 | NAVIA-1 | Navia Benefit Solutions | 11/09/2023 | 178.00 |
| 85553 | OFFICEDE | Office Depot, Inc. | 11/09/2023 | 1,409.23 |
| 85554 | OLYMPICE | Olympic Environmental Resources, Inc. | 11/09/2023 | 2,750.00 |
| 85555 | OUTCOME | Outcomes By Levy, LLC | 11/09/2023 | 150.00 |
| 85556 | PACEENG | PACE Engineers, Inc. | 11/09/2023 | 967.50 |
| 85557 | PARAMETR | Parametrix, Inc | 11/09/2023 | 7,821.54 |
| 85558 | PATSTREE | Pat's Trees & Landscape Inc. | 11/09/2023 | 4,493.41 |
| 85559 | PHILLIPS | Sarah Phillips | 11/09/2023 | 129.05 |
| 85560 | PITNEYMR | Pitney Bowes Global Financial Svcs. | 11/09/2023 | 584.38 |
| 85561 | pitbowre | Pitney Bowes-Reserve Acct. | 11/09/2023 | 7,000.00 |
| 85562 | LP-PRIC | Pricor Technologies LLC | 11/09/2023 | 132.00 |
| 85563 | ROBERTSS | Sarah Roberts | 11/09/2023 | 8,351.74 |
| 85564 | SCJALL | SCJ Alliance | 11/09/2023 | 3,640.75 |
| 85565 | SKSLAW | SKS Law, PLLC | 11/09/2023 | 450.00 |
| 85566 | SMHINC | Stewart MacNichols Harmell, Inc., P.S. | 11/09/2023 | 7,500.00 |
| 85567 | TESCHLOG | Craig Teschlog | 11/09/2023 | 220.38 |
| 85568 | URBANFOR | The FA Bartlett Tree Expert Company | 11/09/2023 | 2,055.03 |
| 85569 | PARTWORK | The Part Works Inc. | 11/09/2023 | 63.92 |

| Check No | Vendor No | Vendor Name | Check Date | |
|---------------------------|-----------|--------------------------|------------|--------------------|
| 85570 | VELOCITY | Velocity Systems | 11/09/2023 | Section 7, Item C. |
| 85571 | WESTACE | Westlake Hardware WA-153 | 11/09/2023 | 569.03 |
| 85572 | WIEGHATW | William Wieghat | 11/09/2023 | 179.00 |
| 85573 | ZALDIBAR | Eduardo Zaldibar | 11/09/2023 | 245.00 |
| 85574 | ZEILERS | Sam Zeiler | 11/09/2023 | 121.44 |
| 85575 | DOGWASTE | ZW USA, Inc. | 11/09/2023 | 555.00 |
| Total for 11/9/2023: | | | | 322,943.02 |
| Report Total (53 checks): | | | | 322,943.02 |

Accounts Payable

Voucher Approval Document

Section 7, Item C.



User: dmeagher
Printed: 10/24/2023 - 1:22PM
Batch: 00024.10.2023

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

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

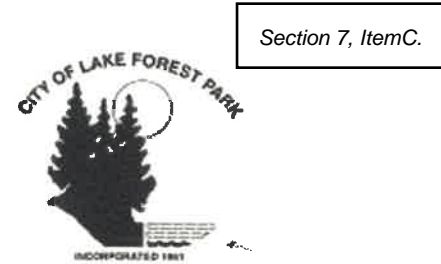
SIGNED - CITY ADMINISTRATOR OR DESIGNEE

| Fund | Description | Amount |
|----------------------|--------------------------------|-------------------|
| 501 | Vehicle Equip Replacement Fund | 101,644.98 |
| Report Total: | | 101,644.98 |

Accounts Payable

Checks by Date - Summary by Check Date

User: bwright
Printed: 11/6/2023 1:44 PM



| Check No | Vendor No | Vendor Name | Check Date | Check Amount |
|--------------------------|-----------|---------------------|------------|--------------|
| 85522 | BUDCLARY | Clary Longview, LLC | 10/24/2023 | 101,644.98 |
| Total for 10/24/2023: | | | | 101,644.98 |
| Report Total (1 checks): | | | | 101,644.98 |

Bank Reconciliation

Section 7, Item C.

Checks by Date

User: dmeagher
Printed: 11/01/2023 - 2:59PM
Cleared and Not Cleared Checks



| Check No | Check Date | Name | Comment | Module | Clear Date | Amount |
|---------------------|------------|------|------------------|--------|------------|------------|
| 0 | 10/23/2023 | | DD 00523.10.2023 | PR | | 173,010.79 |
| Total Check Count: | | | | | | 1 |
| Total Check Amount: | | | | | | 173,010.79 |



Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov
Printed: 11/1/2023 12:53 PM

| Check No | Vendor No | Vendor Name | Check Date | Check Amount |
|---------------------------|-----------|--|------------|--------------|
| ACH | LEOFFTR | LEOFF TRUST | 10/23/2023 | 37,534.62 |
| ACH | NAVIA | Navia Benefit Solutions, Inc. | 10/23/2023 | 272.62 |
| ACH | NAVIAFSA | Navia - FSA | 10/23/2023 | 326.27 |
| ACH | PFLTRUST | LFP PFL Trust Account | 10/23/2023 | 1,969.98 |
| ACH | TEAMDR | National D.R.I.V.E. | 10/23/2023 | 4.45 |
| ACH | TXSDU | Texas State Disbursement Unit (SDU) | 10/23/2023 | 1,015.76 |
| ACH | WASUPREG | Washington State Support Registry | 10/23/2023 | 180.00 |
| ACH | Z401AL | Vantagepoint Transfer Agents-107084 ICM. | 10/23/2023 | 1,949.27 |
| ACH | Z457 | Vantagepoint Transfer Agents-304508 ICM. | 10/23/2023 | 6,565.04 |
| ACH | ZAWC | AWC | 10/23/2023 | 1,494.15 |
| ACH | ZEMPSEC | Employment Security Dept. | 10/23/2023 | 502.73 |
| ACH | ZEMPWACA | Wa.Cares Tax | 10/23/2023 | 735.23 |
| ACH | ZGUILD | LFP Employee Guild | 10/23/2023 | 975.00 |
| ACH | ZICMA | Vantagepoint Transfer Agents-107084 ICM. | 10/23/2023 | 29,095.72 |
| ACH | ZL&I | Washington State Department of Labor & I | 10/23/2023 | 6,615.31 |
| ACH | ZLEOFF | Law Enforcement Retirement | 10/23/2023 | 15,904.81 |
| ACH | ZLFPIRS | Lake Forest Park/IRS | 10/23/2023 | 34,114.67 |
| ACH | ZPERS | Public Employees Retirement | 10/23/2023 | 20,443.16 |
| ACH | ZTEAM | Teamsters Local Union #117 | 10/23/2023 | 179.64 |
| ACH | ZWATWT | Washington Teamsters Welfare Trust | 10/23/2023 | 353.05 |
| Total for 10/23/2023: | | | | 160,231.48 |
| Report Total (20 checks): | | | | 160,231.48 |



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date November 9, 2023

Originating Department Police Department

Contact Person Mike Harden, Chief of Police

Title Resolution 23-1928/Authorizing the First Addendum to the Interlocal Agreement with the City of Sunnyside for Jail Services

Legislative History

- First Presentation August 10, 2023
- Second Presentation November 9, 2023

Attachments:

1. Resolution 23-1928/Authorizing the First Addendum to the Interlocal Agreement with the City of Sunnyside for Jail Services
2. Attachment 1 – First Addendum to Interlocal Agreement
3. Attachment 2 - The Interlocal Agreement Between the City of Sunnyside and the City of Lake Forest Park for Jail Services

Executive Summary

On August 10, 2023, the Council approved entering into an interlocal agreement with the City of Sunnyside for jail services for \$60 per day, per inmate. On October 26, 2023, the city was informed the rate would be increased to \$63 per day beginning on January 1, 2024. The rate increase requires an addendum to the original ILA.

Fiscal & Policy Implications

The City must have jail services to book in-custodies. The 2024 rate increases are delineated below.

King County Rates:

- Booking Fee is \$262.25
- Daily Maintenance Fee is \$256.90

Snohomish County Rates:

- Booking Fee is \$134.70
- Daily Maintenance Fee is \$187.46

City of Sunnyside Rates:

- Booking Fee is \$ 0
- Daily Maintenance Fee is \$63.00

Using Sunnyside Jail will still have a major impact in reducing jail expenditures even with the increase to \$63.00.

Alternatives

| <i>Options</i> | <i>Results</i> |
|---|---|
| <ul style="list-style-type: none">• Approve the Addendum to the ILA | The city will continue to use the jail services with Sunnyside at the adjusted rate |
| <ul style="list-style-type: none">• Disapprove the Addendum | The city will have to use other jail services. |

Staff Recommendation

Approval of Resolution 23-1928.

RESOLUTION NO. 23-1928

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE FIRST ADDENDUM TO THE INTERLOCAL AGREEMENT WITH THE CITY OF SUNNYSIDE FOR JAIL SERVICES

WHEREAS, the City of Lake Forest Park (City) has a need for an additional jail services location; and

WHEREAS, the City entered into an interlocal agreement with the City of Sunnyside to provide the City the option of using Sunnyside’s jail facilities through 2024; and

WHEREAS, the City of Sunnyside has increased its rate from \$60/day to \$63/day starting January 1, 2024.

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

Section 1. AUTHORIZATION. The City Council of the City of Lake Forest Park, Washington, approves and authorizes the Mayor to sign the first addendum to the interlocal agreement with the City of Sunnyside for jail services in substantially the same format as in Attachment A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this November 9, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean, City Clerk

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



City of Sunnyside
818 East Edison Avenue
Sunnyside, Washington 98944
(509) 836-6305 Office

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
AND THE CITY OF LAKE FOREST PARK, WASHINGTON, FOR THE HOUSING OF INMATES
ADDENDUM I**

THIS ADDENDUM TO OUR INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between the City of Sunnyside, Washington and the City of Lake Forest Park, Washington;

WHEREAS, the City of Sunnyside and the City of Lake Forest Park already have an Agreement for the housing of inmates;

WHEREAS, the City of Sunnyside desires to modify this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties hereto mutually agree as follows:

SECTION 6(a) COMPENSATION shall be repealed and replaced with:

(a) Rates. Sunnyside agrees to accept and house City of Lake Forest Park inmates for compensation per inmate at the rate of **\$63.00** per day. The date of booking into the Sunnyside Jail of any City of Lake Forest Park inmate shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24 hour period. The date of release from the Sunnyside Jail and/or returned to City of Lake Forest Park, regardless of the time frame within a 24 hour day shall not constitute a charge by the City of Sunnyside against City of Lake Forest Park.

This Agreement shall be effective from January 1, 2024 or once fully endorsed by both parties, whichever is latter.

The remainder of the original Agreement remains unchanged.

CITY OF SUNNYSIDE

City of Lake Forest Park

Alba
City Manager

DATE: 10/12/23

DATE: _____

ATTEST:

[Signature]
City Clerk

_____ City Clerk

CITY CONTRACT NO: A-2024-05
RESOLUTION NO: 2014-55
COUNCIL MTG: X

WHEN RECORDED RETURN TO:
 City of Sunnyside, Washington
 818 East Edison
 Sunnyside, WA 98944

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
 AND THE CITY OF LAKE FOREST PARK, WASHINGTON,
 FOR THE HOUSING OF INMATES**

THIS INTERLOCAL AGREEMENT is made and entered into on this August 10, 2023, by and between the City of Lake Forest Park, Washington, hereinafter referred to as "Lake Forest Park", and the City of Sunnyside, Washington, hereinafter referred to as "Sunnyside", each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Sunnyside and Lake Forest Park are authorized by law to have charge and custody of the Sunnyside City Jail and Lake Forest Park prisoners or inmates, respectively; and

WHEREAS, Lake Forest Park wishes to designate Sunnyside as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. GOVERNING LAW. The parties hereto agree that, except where expressed otherwise, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

2. DURATION. This Agreement shall enter into full force and effect from the date of execution and end December 31, 2023, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to require Lake Forest Park to house inmates in Sunnyside continuously.

3. TERMINATION.

(a) By either party. This Agreement may be terminated by written notice from either party to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners. This Agreement may only be terminated by ninety (90) days written notice of termination of this Agreement, to all parties to this Agreement and the State Office of Financial Management. The Notice of termination shall state the ground for termination and the specific plans for accommodating the affected jail population. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective ninety (90) days after receipt of such notice. Within said ninety (90) days, Lake Forest Park agrees to remove its inmate(s) from Sunnyside.

(b) By Lake Forest Park due to lack of funding. The obligation of Lake Forest Park to pay Sunnyside under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by Lake Forest Park. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then Lake Forest Park shall have the option of terminating the Agreement upon written notice to Sunnyside, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to Lake Forest Park.

(c) Termination for Breach. In the event Lake Forest Park breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within *seven (7)* days of Sunnyside giving Lake Forest Park written notice thereof, or, if not reasonably capable of being cured within such *seven (7)* days, within such other period of time as may be reasonable in the circumstances, Sunnyside may terminate Lake Forest Park's rights under this Agreement in addition to and not in limitation of any other remedy of Sunnyside at law or in equity, and the failure of Sunnyside to exercise such right at any time shall not waive Sunnyside's right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, Lake Forest Park shall compensate Sunnyside for prisoners housed by Sunnyside after notice of such termination until Lake Forest Park retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADDRESSES. All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

- To Sunnyside: City of Sunnyside
818 E. Edison Avenue
Sunnyside, WA 98944
- Primary Contact Person: Andrew Gutierrez, Corrections Sergeant
509-836-6200, agutierrez@sunnyside-wa.gov
- Secondary Contact: Johnnie Gusby, Support Services Commander
509-836-6216, JGusby@sunnyside-wa.gov
- To Lake Forest Park: City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155
Billing: ap@cityofflp.gov
- Primary Contact Person: Mike Harden, Police Chief
206-364-8216, mharden@cityofflp.gov
- Secondary Contact: Julie Espinoza, Municipal Court Administrator
206-364-7711, jespinoza@cityofflp.gov

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

5. DEFINITIONS. The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

- (a) Day. A twenty-four-hour-long unit of time commencing at 00:00:00 a.m., and ending 23:59:59 p.m.
- (b) Inmate Classifications shall be pursuant to the Sunnyside's Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:
 - (i) "**Minimum**" classification shall apply to those inmates who present a low risk to staff and the community.

(ii) **"Medium"** classification shall apply to those inmates who present a moderate risk to staff and the community.

(iii) **"Maximum"** classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION.

(a) Rates. Sunnyside agrees to accept and house Lake Forest Park inmates for compensation per inmate at the rate of \$60.00 per day. This includes minimum and medium classification inmates. The parties agree that Sunnyside will not charge a separate booking fee in addition to such rate. The date of booking into the Sunnyside Jail of Lake Forest Park inmates shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24-hour period. The date of release from Sunnyside Corrections and/or returned to Lake Forest Park, regardless of the time frame within a 24-hour day shall not constitute a charge by the City of Sunnyside against Lake Forest Park.

(b) Billing and Payment. Sunnyside agrees to provide Lake Forest Park with an itemized invoice listing all names of housed inmates, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the payment amount due. Sunnyside agrees to provide said invoice by the 10th of each month. Lake Forest Park agrees to make payment to the City of Sunnyside within *thirty* (30) days of receipt of such invoice for the amount billed for the previous calendar month.

(c) Transportation. Transportation of inmates is included in the cost and is provided by Sunnyside Corrections.

7. RIGHT OF INSPECTION. Lake Forest Park shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of Lake Forest Park are confined in order to determine if such jail maintains standards of confinement acceptable to Lake Forest Park and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Sunnyside shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, PASSES, AND WORK RELEASE. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS. Sunnyside shall establish and maintain an account for each inmate received from Lake Forest Park and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate

which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Sunnyside shall be accountable to Lake Forest Park for such inmate funds. At either the termination of this Agreement, the inmate's death, and release from incarceration or return to either Lake Forest Park or indefinite release to the court, the inmate's money shall be refunded in the form of a pre-paid debit card or check issued to the inmate at the time of their release or transfer.

10. INMATE PROPERTY. Lake Forest Park may transfer to Sunnyside only agreed amounts of personal property of Lake Forest Park inmates recovered from or surrendered by inmates to Lake Forest Park upon booking. Only those items which fit into a 12-inch by 14-inch bag will be allowed on transports, when such transports are conducted by Sunnyside Jail Personnel. Additional legal material or personal belongings may be shipped to the Sunnyside Jail at the expense of the inmate or Lake Forest Park.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY. It shall be the responsibility of Sunnyside to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the City of Sunnyside, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Sunnyside to provide services, treatment, facilities or programs to Lake Forest Park inmates above, beyond or in addition to that which is required by applicable law.

12. MEDICAL SERVICES.

(a) Inmates deemed Lake Forest Park inmates shall receive such medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, Lake Forest Park shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or major medical service provided to Lake Forest Park inmates. Lake Forest Park shall be responsible for any and all emergent medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefore.

(b) An adequate record of all such services shall be kept by Sunnyside for Lake Forest Park's review at its request, to the extent consistent with confidentiality regulations.

Any medical or dental services requiring treatment from providers outside of the Sunnyside Jail shall be reported to Lake Forest Park as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, Lake Forest Park agrees to compensate Sunnyside dollar for dollar any amount expended, or cost incurred in providing the same; provided that, except in emergencies, Lake Forest Park will be notified by contacting the duty supervisor at L Lake Forest Park prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

(d) Sunnyside will make all reasonable efforts to ensure that medical care providers providing services to Lake Forest Park inmates adhere to payment requirements of RCW 70.48.130 when such services are not billed directly to Lake Forest Park by the medical care provider. Sunnyside may elect to have the medical care provider(s) bill Lake Forest Park directly. Lake Forest Park will have the responsibility for notifying medical care providers of these payment requirements when billed directly by medical care providers.

13. DISCIPLINE. Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of Lake Forest Park. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS.

(a) Lake Forest Park shall forward to Sunnyside before or at the time of delivery of each inmate, a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Sunnyside shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Sunnyside, Lake Forest Park shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL. An inmate of Lake Forest Park legally confined in Sunnyside shall not be removed from the jail by any person without written authorization from Lake Forest Park or by order of any court having jurisdiction. Lake Forest Park hereby designates the Corrections Sergeant as the official authorized to direct Sunnyside to remove Lake Forest Park inmates from the Sunnyside Jail. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental,

psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of the Sunnyside Jail. In the event of any such emergency removal, Sunnyside shall inform Lake Forest Park of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES. In the event any Lake Forest Park inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Lake Forest Park. Sunnyside shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Sunnyside; however, Sunnyside shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

17. DEATH OF AN INMATE.

(a) In the event of the death of a Lake Forest Park inmate, the Yakima County Coroner shall be notified. Lake Forest Park shall receive copies of any records made at or in connection with such notification.

(b) Sunnyside shall immediately notify Lake Forest Park of the death of a Lake Forest Park inmate, furnish information as requested and follow the instructions of Lake Forest Park regarding the disposition of the body. Lake Forest Park hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of Lake Forest Park. Written notice shall be provided within three weekdays of receipt by Lake Forest Park of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Lake Forest Park. With Lake Forest Park's consent, to be obtained on an individual basis, Sunnyside may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by Lake Forest Park. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) Lake Forest Park shall receive a certified copy of the death certificate for any of its inmates who have died while in the City of Sunnyside's custody.

18. RETAKEING OF INMATES. Upon request from Sunnyside, Lake Forest Park shall, at its expense, retake any Lake Forest Park inmate within *thirty-six* (36) hours after receipt of such request. In the event the confinement of any Lake Forest Park inmate is terminated for any reason, Lake Forest Park shall, at its expense, retake such inmate at the Sunnyside Facility.

19. HOLD HARMLESS AND INDEMNIFICATION.

(a) Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

(b) The terms of section 19 shall survive the termination or expiration of this Agreement.

19.1 SUNNYSIDE – HOLD HARMLESS AND INDEMNIFICATION. Sunnyside agrees to hold harmless, indemnify and defend Lake Forest Park, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct, negligent act, error, or omission of Sunnyside, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Sunnyside's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Lake Forest Park, its officials, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both Lake Forest Park and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

19.2 LAKE FOREST PARK – HOLD HARMLESS AND INDEMNIFICATION. Lake Forest Park agrees to hold harmless, indemnify and defend Sunnyside, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of Lake Forest Park, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Lake Forest Park's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Sunnyside, its agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both Lake Forest Park and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

20. RIGHT OF REFUSAL AND TRANSPORTATION.

(a) Sunnyside shall have the right to refuse to accept any inmate from Lake Forest Park when, in the opinion of Sunnyside, its inmate census is at capacity such that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Sunnyside shall further have the right to refuse to accept any inmate from Lake Forest Park who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum-security inmate pursuant to Sunnyside's Objective Jail Classification System.

(c) Lake Forest Park prisoners incarcerated in Sunnyside pursuant to this Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and shall be returned, if necessary, to Lake Forest Park's custody by Sunnyside personnel and at Sunnyside's expense provided that notice of the necessity of transport is received by Sunnyside *three* (3) days prior to time of expected transport.

21. INDEPENDENT CONTRACTOR. In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of Lake Forest Park for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of Lake Forest Park under any applicable law, rule or regulation.

22. GENERAL PROVISIONS.

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(b) Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Sunnyside, Yakima County, Washington. Each party shall bear its own attorney fees and costs.

(c) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(d) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be severed only to the extent necessary to bring it within legal requirements.

(e) Filing. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

23. INTERPRETATION. This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and gender neutral.

24. ACCESS TO RECORDS CLAUSE. The parties hereby agree that authorized representatives of the parties shall access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of *three* (3) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. INTERLOCAL COOPERATIVE ACT PROVISIONS Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Interlocal Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incident to this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement. The City Manager of the City of Sunnyside, Washington, shall be designated as the Administrator of this Interlocal Cooperative Agreement.

A copy of this Interlocal Agreement shall be filed or placed on the City's and the Port's website as provided by RCW 39.34.

26. **ENTIRE AGREEMENT.** This Agreement represents the entire integrated Agreement between Lake Forest Park and Sunnyside and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF SUNNYSIDE

By: *E. Alba*
Elizabeth Alba, City Manager

ATTEST: *Jacqueline Renteria*
Jacqueline Renteria, City Clerk

APPROVED AS TO FORM:

Benjamin J. Riley
Saxon Riley : Riley, PUC
Attorneys for the City of Sunnyside

THE CITY OF LAKE FOREST PARK

By: *Jeff Johnson*
Jeff Johnson, Mayor

ATTEST: *Matthew McLean*
Matthew McLean, City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
Kim Adams Pratt, City Attorney

CITY CONTRACT NO: *A-2023-82*
RESOLUTION NO: *2014-55*
COUNCIL MTG: *X*



STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

On this day personally appeared before me Elizabeth Alba, City Manager, of the City of Sunnyside, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of October, 2023.



[Signature]
NOTARY PUBLIC in and for the State of Washington
Residing at: Grandview, WA
My Commission Expires: 04/11/2026

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Jeff Johnson, Mayor, of the City of Lake Forest Park, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10 day of August, 2023.



[Signature]
NOTARY PUBLIC in and for the State of Washington
Residing at: Shoreline
My Commission Expires: 11/9/26



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date November 9, 2023

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Resolution 23-1929/Adopting the Revised 2023-24 Legislative Agenda

Legislative History

- First Presentation – Legislative Steering Committee, 10/10/2023
- Second Presentation – City Council Regular Meeting, 10/26/2023
- Action – City Council Regular Meeting, 11/09/2023

Attachments:

1. Resolution 23-1929
2. 2023-24 Revised Legislative Agenda

Executive Summary

Before Council is the proposed revised 2023-24 State Legislative Agenda, outlining the top priorities of the City following feedback at the 10/26/2023 regular city council meeting. The priorities are either projects of a regional nature in need of financial support or focused on State policies that have local implications.

Background

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

The City's Legislative Steering Committee, consisting of the Mayor, Deputy Mayor, Council Vice-Chair, City Administrator, and Finance Director meet with Shelly Helder, Gordon Thomas Honeywell Government Relations, to craft a draft legislative agenda.

Fiscal & Policy Implications

N/A

Alternatives

| <i>Options</i> | <i>Results</i> |
|--|---|
| <ul style="list-style-type: none">• Approve | The revised legislative agenda will be provided to legislators prior to the 2024 Legislative Session. |
| <ul style="list-style-type: none">• Do not approve | The 2023/24 legislative agenda adopted in 2022 will continue as the basis for engaging legislators during the 2024 Legislative Session. |
| | |

Staff Recommendation

Approve the resolution adopting the revised 2023-24 Legislative Agenda, as presented.

RESOLUTION NO. 23-1929

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ADOPTING THE REVISED STATE LEGISLATIVE AGENDA FOR 2023-2024

WHEREAS, the 2023-2024 state legislative session began on January 2023; and

WHEREAS, it is the policy setting role of the City Council to identify and adopt an agenda that includes state legislative requests and positions; and

WHEREAS, the City has needs that are worthy of state funding and consideration; and

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

Section 1. LEGISLATIVE POLICY ADOPTED. The City Council of the City of Lake Forest Park hereby adopts the revised legislative policy for the 2023-2024 State of Washington legislative session, attached hereto as Exhibit A, and reserves the right to amend and readopt it from time to time.

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 9th day of November 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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

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



Top Priorities

Lyon Creek Fish Barrier Removal

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

State Route 104 Investments

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

City Financial Challenges

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

Behavioral Health Care System Needs

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

Other Legislative Priorities

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

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

Traffic Safety Cameras for Bus Lane Violations: LFP supports legislation authorizing cities to use traffic safety cameras to enforce transit lane violators. Camera enforcement presents an unbiased and consistent method of enforcing transit lane violators which maintains public safety and improves transit service.

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



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date November 9, 2023

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Resolution 23-1930/Authorizing the Mayor to enter into a Contract for Public Defense Services with Stewart MacNichols Harmell, Inc., P.S.

Legislative History

- First Presentation: November 9, 2023 – Regular Meeting

Attachments:

1. Resolution 23-1930
2. Proposed contract

Executive Summary

In 2018, the Administration completed a process to select a new law firm to provide Public Defense Services for the City. Per RCW 10.101.005, the right to counsel is guaranteed by the U.S. Constitution, the Washington State Constitution, statutes, and court rules. When an individual has a right to counsel but is indigent, the government is required to provide a competent public defense attorney to represent that person.

Three law firms responded to that RFP, with the selection committee interviewing two of those firms and unanimously selecting the firm of Stewart MacNichols Harmell, Inc., P.S.

Background

The Municipal Court and the Administration have been pleased with the service provided and recommend executing a new contract with Stewart MacNichols Harmell, Inc., P.S. Increased case load, and additional time required in representing defendants has necessitated the firm utilizing a second attorney to provide services, resulting in the proposed fee for services being \$10,000 per month, a \$2,500 per month increase over the previous contract. The Administration finds this a reasonable fee for the services being provided.

The initial term of the contract is for three years and allows for two additional one-year extensions upon mutual agreement of the parties.

Fiscal & Policy Implications

The budget was set based on the existing contract plus inflation. The increase included in the proposed contract exceeds the budgeted amount which will need to be reconciled in an upcoming budget amendment.

Alternatives

| <i>Options</i> | <i>Results</i> |
|--|---|
| <ul style="list-style-type: none">• Approve the proposed contract | The city will continue to provide public defense as required per RCW 10.101.005 |
| <ul style="list-style-type: none">• Do not approve the proposed contract | The city would be in violation of RCW 10.101.005, requiring that the city provide public defense for indigent defendants, and will need to start the process of finding a law firm to provide such services |

Staff Recommendation

Review the proposed contract and provide the Administration with any requests for information.

RESOLUTION NO. 23-1930

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH STEWART MACNICHOLS HARMELL, INC., P.S. FOR PUBLIC DEFENSE SERVICES

WHEREAS, the Sixth Amendment to the U.S. Constitution grants all criminal defendants the right to an attorney; and

WHEREAS, if a defendant cannot afford an attorney, the defendant will be granted one by the governing body; and

WHEREAS, the City of Lake Forest Park is the governing body that contracts for public defense services to provide counsel for indigent criminal defendants at Lake Forest Park Municipal Court; and

WHEREAS, in 2018, the City requested proposals for public defense services and selected Stewart MacNichols Harmell, Inc., P.S. after a competitive Request for Proposals (RFP); and

WHEREAS, the City seeks to renew the contract with Stewart MacNichols Harmell for an additional three (3) year term with the possibility of two (2) additional one (1) year extensions; and

WHEREAS, the City Attorney has reviewed and approved the proposed contract and scope of work;

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

Section 1. CONTRACT APPROVED. The contract with Stewart MacNichols Harmell, Inc., P.S. for public defense services is approved, and the Mayor is authorized to sign the contract in substantially the same form as provided in the attached Exhibit A.

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

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

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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

**CITY OF LAKE FOREST PARK
AGREEMENT FOR FIRM SERVICES**

Contract Title: Primary Public Defender Services: Stewart MacNichols Harmell, Inc., P.S.

Contract #: _____

WHEREAS, the City of Lake Forest Park, Washington (hereinafter “City”) and Stewart MacNichols Harmell, Inc., P.S. (hereinafter “Public Defender”) enter into this Agreement for Firm Services (the “Agreement”) for the provision of public defense services that will comply with the City’s adopted Standards for Indigent Defense.

NOW THEREFORE, in consideration of the mutual benefits to be derived and the promises contained herein, the City and the Public Defender enter into this Agreement.

1. Scope of Services, Standards and Warranties. The Public Defender will provide indigent defense services in misdemeanor cases in accordance with the standards adopted by the City in Resolution 1459 as the same exists or is hereafter amended (hereinafter “Standards”). The Public Defender warrants that each individual employed by the Public Defender to perform services under this Agreement has read and is fully familiar with the provisions of the Standards adopted by the City. Compliance with these Standards goes to the essence of this Agreement.

1.1 The Public Defender, and every attorney and/or intern performing services under this Agreement, shall certify compliance with Supreme Court Rule governing case load quarterly with the Lake Forest Park Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing. The Public Defender and every attorney and/or intern warrants that he/she shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his/her practice as a whole, including other contracts for public defense and/or private practice.

1.2 The Public Defender will maintain contemporaneous records on a daily basis documenting all work performed on each assigned case. The Public Defender will maintain and provide to the City a quarterly report detailing the information provided below in 1.2.1 – 1.2.7 so long as consistent with the attorney-client privilege and any protective order entered by a court of competent jurisdiction:

1.2.1 the number of cases assigned during the period;

1.2.2 the disposition of cases assigned indicating the number of cases dismissed, the number of cases in which charges were reduced, the number of cases tried, and the number of cases disposed of by plea;

1.2.3 the number of cases in which a motion was filed with the Court as well as cases in which a motion was brought to the prosecutor and a reduced sentence or dismissal was negotiated;

1.2.4 the number of cases in which an investigator was utilized;

1.2.5 the number of cases which were set for trial including cases in which the defendant failed to appear;

1.2.6 the number and type of criminal cases handled outside of this contract (including cases assigned by another public entity); and

1.2.7 the percentage of the Public Defender’s practice spent on civil or non-criminal matters.

1.3 The Public Defender warrants that his/her proposal, reflected in Section 2, Compensation, reflects all infrastructure, support, administrative services, routine investigation, and systems necessary to comply with the Standards except as provided in Section 2.4 below.

1.4 The Public Defender promises that he/she will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Standards.

2. Compensation. Effective January 1, 2024, the City shall pay to the Public Defender for services rendered under this Agreement the lump sum of ten thousand dollars (\$10,000.00) per month. The basis of this lump sum payment represents compensation for all matters assigned involving representation at arraignments, pre-trial appearances, motions, bench trials, jury trials, sentencing, status conferences and review hearings.

The compensation amount represents the salary and benefits necessary to provide Public Defense services through the undersigned counsel as supplemented in Section 2.4 below, along with all infrastructure, support, and systems necessary to comply with the Standards including by way of illustration and not limitation, training, research, secretarial and office facilities. As provided in Section 2.5 and its sub paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load in order to adjust staffing based on experience. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense service will comply with the Standards and have an adequate reserve capacity for each attorney. The Public Defender additionally agrees and promises that he/she will devote his/her full effort to the performance of this Agreement and will undertake no private practice of law or other public contract that would conflict with or impede his/her ability to perform under this agreement or reduce the case count available to each Attorney.

2.1 Case Counts. Based upon case counts previously maintained for the City, current estimates for annual case counts for all indigent cases filed by the City is approximately 256 cases per year. As provided in the Standards, the case counts also include the Public Defender’s appearance at arraignment calendars and status conferences. The terms “case” and “credit” shall be defined in accordance with the Washington State Supreme Court rule and Washington Office of Public Defense guidelines. The City adopts an un-weighted case count.

2.2 Adjustment; Internal Allocation. As provided in the Standards, case counts may be revised upwards based upon a variety of factors. Upon the Public Defender’s request, the City

shall review any particular case with the Public Defender to determine whether greater weighting should be assigned, and upward revisions shall not be unreasonably refused. The annual caseload shall be reviewed annually on or about June 30 each year.

2.3 Base Compensation. Except as expressly provided in Section 2.4, the cost of all infrastructure, administrative, support and systems as well as standard overhead services necessary to comply with the established standards are included in the base payment provided in Section 2.1 above.

2.4 Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when reasonably incurred and approved by the Court from funds available for that purpose:

2.4.1 Discovery. For post-conviction relief cases, discovery includes the cost to obtain copies of defense and prosecution files, and court records and transcripts.

2.4.2 Preauthorized Expenses. Case expenses may be requested by the Public Defender and preauthorized by order of the Court. Unless the services are performed by Public Defender’s staff or subcontractors, such expenses include, but are not limited to:

- (i) investigation expenses;
- (ii) medical and psychiatric evaluations;
- (iii) expert witness fees and expenses;
- (iv) interpreters;
- (v) polygraph, forensic and other scientific tests;
- (vi) unusually extensive computerized legal research; and
- (vii) any other non-routine expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case. In the event any expense is found by the Court to be outside of its authority to approve, the Public Defender may apply to the Contract Administrator for approval, such approval not to be unreasonably withheld.

2.4.3 Lay Witness Fees. Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses.

2.4.4 Copying Client Files. The cost, if it exceeds \$25, of providing one copy of a client’s or former client’s case file upon client’s or client’s appellate, post-conviction relief or habeas corpus attorney’s request, or at the request of counsel appointed to represent the client when the client has been granted a new trial.

2.4.5 Copying Direct Appeal Transcripts Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public Defender is limited to no more than two copies.

2.4.6 Records. To the extent such materials are not provided through discovery, medical, school, birth, DOL, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75.

2.4.7 Process Service. The normal, reasonable cost for the service of a subpoena.

2.4.8 Superior Court Appeals. Compensation of \$750.00 for any appeal to the Superior Court where a brief is filed, including an Anders Brief.

2.5 Review and Renegotiation.

2.5.1 Due to Increases or Decreases in Case Load. The City and the Public Defender shall, at the option of either party, renegotiate this Agreement if there is a significant increase or decrease in the number of cases assigned. Significant “decrease” shall mean a change of more than ten percent (10%) in the number of cases assigned. If cases are estimated to approach or exceed THREE HUNDRED TWENTY-SIX (326) cases per year or EIGHTY-TWO (82) cases per quarter, the parties may renegotiate this Agreement to increase case coverage and compensation to Public Defender. At the request of either party, the City and Public Defender will periodically review case assignment trends, requests for additional credits and any other matters needed to determine contract compliance or necessary contract modifications. Public Defender shall promptly notify the City when quarterly caseloads can reasonably be anticipated to require use of overflow or conflict counsel to assure that cases assigned to Public Defender remain within the limits adopted in this contract and comply with state and local standards.

2.5.2 Renegotiation Due to Change in Rule or Standard. This Agreement may be renegotiated at the option of either party if the Washington State Supreme Court, the Washington State Bar Association or the City significantly modifies the Standards for Indigent Defense adopted.

3. Term. The term of this Agreement shall be from the date of execution for a three (3) year initial term through December 31, 2026, unless sooner terminated as provided herein. The Agreement may be extended for two (2) additional one (1) year terms at the mutual agreement of the parties.

3.1 For Cause. This Agreement may be terminated for good cause for violation of any material term of this Agreement. “Material term” shall include any violation indicating a failure to provide representation in accordance with the rules of court, the ethical obligations established by the Washington State Bar Association, the willful disregard of the rights and best interests of the client, a willful violation of the Standards, or violation of the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney or any Public Defender providing service under this Agreement has been suspended or revoked. Any violation of the other provisions of this Agreement shall be subject to cure. Written notice of violation shall be provided to the Public Defender who shall have thirty (30) business days to cure the violation. Failure to correct the violation will give rise to termination for cause at the City’s

discretion. In lieu of terminating this Agreement, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this Agreement at any time. Unless otherwise agreed to in writing, termination or expiration of this Agreement does not affect any existing obligation or liability of either party.

3.3 Termination on Cessation of the Municipal Court. In the event that the City chooses in its sole discretion to terminate its Municipal Court, this Agreement shall expire following one (1) year written notice by the City to the Public Defender.

3.4 Obligations Survive Termination. In the event of termination of this Agreement, the following obligations shall survive and continue:

3.4.1 Representation. The compensation established in this Agreement compensates Public Defender for services relating to each and every assigned case. Therefore, in the event this Agreement is terminated, the Public Defender will continue to represent clients on assigned cases until a case is concluded on the trial court level (e.g. plea, trial, dismissal).

3.4.2 The provisions of sections 1 and 5, as well as this subsection 3.4 survive termination as to the Public Defender. The City shall remain bound by the provisions of section 2.4 with respect to additional costs incurred with respect to cases concluded after the termination of this Agreement.

4. Nondiscrimination. Neither the Public Defender nor any person acting on behalf of the Public Defender, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this agreement.

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

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

6. Insurance and City Business License. The Public Defender shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Public Defender's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Public Defender'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.

- A. 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 Public Defender shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.
- B. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$2,000,000 per occurrence, at least \$2,000,000 in the general aggregate, and \$2,000,000 products-completed operations aggregate limit.
- C. 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.
- D. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 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.
- E. The Public Defender shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- F. Before the Public Defender performs any Work, Public Defender shall provide the City with a Certificate of Insurance acceptable to the City 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 Public Defender's obligations to fulfill the requirements.
- G. Public Defender shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Public Defender shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
- H. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Public Defender insurance in the name of the Public

Defender and deduct the cost of providing and maintaining such insurance from any sums due to Public Defender under this Agreement, or the City may demand Public Defender to promptly reimburse the City for such cost.

7. Work Performed by Public Defender. In addition to compliance with the Standards, in the performance of work under this Agreement, Public Defender shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to Public Defender's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at Public Defender's Risk. Public Defender shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Public Defender's risk, and the Public Defender shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. Public Defender shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Independent Contractor. The relationship of the Public Defender to the City by reason of this Agreement shall be that of an independent contractor. This Agreement does not authorize the Public Defender to act as the agent or legal representative of the City for any purpose whatsoever and neither the Public Defender nor its employees shall be deemed employees of the City. The Public Defender is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

10. Personal Services, No Subcontracting. This Agreement has been entered into in consideration of the Public Defender's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, Attorney's on behalf of the Public Defender have personally signed Exhibit A to this Agreement below to indicate that he/she is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by the Public Defender without the express written consent of the City shall be void.

11. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Public Defender. An additional attorney may be added to this Agreement by adding his or her signature to Exhibit A to this Agreements.

12. Entire Agreement; Prior Agreement Superseded. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this

Agreement. Upon execution, this Agreement shall supersede any and all prior agreements between the parties.

13. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

CITY OF LAKE FOREST PARK:

PUBLIC DEFENDER:

13. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

14. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Contract Administrator, whose decision shall be final. Provided, however, that any complaint regarding any violation of the Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the City’s Municipal/District Court or to the Washington State Bar Association as appropriate. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Public Defender and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable attorney’s fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in King County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of January, 2024.

CITY OF LAKE FOREST PARK

By: _____
Jeff Johnson, Mayor

Date: _____

ATTEST/AUTHENTICATED:

By: _____
Matt McLean, City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLIC DEFENDER

By: _____
Kim Adams Pratt, City Attorney

By: _____

Title: _____

Date: _____

EXHIBIT A

The undersigned Attorneys hereby personally warrants and certifies that as a condition of their performance of this Agreement on behalf of the Public Defender, they will commit to providing the services under this Agreement in accordance with the Standards set forth in sections 1, 4, and 7, and that the Attorney's personal warranty of that performance shall survive the Agreement in accordance with subsection 3.4 of this Agreement.

Signed: _____

ATTORNEY: _____
Print Name

Signed: _____

ATTORNEY: _____
Print Name

EXHIBIT B



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date November 9, 2023

Originating Department Public Works

Contact Person Andrew Silvia

Title Resolution 23-1932/Authorizing Mayor to Sign Contract Agreement with Ventilation Power Cleaning, Inc. for 2023 Stormwater System Cleaning

Legislative History

- First Presentation November 9, 2023

Attachments:

1. Resolution 23-1932
2. Draft Contract with Ventilation Power Cleaning Inc.
3. Exhibit A – Scope of Work
4. Exhibit B - Payment

Executive Summary

The Department of Public Works (DPW) seeks to award a purchased service contract in the amount of \$128,750.00 to Ventilation Power Cleaning, Inc. (VPC) for stormwater system cleaning services. VPC submitted the lowest-priced bid to complete the contract in response to DPW’s solicitation to MRSC roster vendors. Completion of this work is required per the terms of the City’s National Pollutant Discharge Elimination System (NPDES) Phase II Western Washington Municipal Stormwater Permit (“Permit”) administered by the WA Department of Ecology. The City’s surface water management fund has sufficient funding to support the contract.

Background

The Permit (Section S5.C.7) requires municipal separate storm sewer (MS4) operators, including the City, to inspect certain elements of its stormwater system bi-annually and establish the minimum thresholds used to determine when maintenance is necessary. The Permit requires that the City clean

catch basins and storm drains, if necessary, as determined by a qualified inspection of these assets. DPW completed the required inspection earlier this year and developed a scope of required cleaning work based on inspection results. This scope of work was included in an Invitation to Bid (ITB) that DPW distributed to appropriate vendors on the MRSC roster on October 20, 2023. DPW received one bid in response to the ITB on October 31, 2023, in the amount of \$128,750.00. DPW evaluated the bid from VPC and determined it to be responsive and responsible. DPW confirmed the availability of funds in the City’s operating budget to support the contract and prepared a draft agreement to be executed by the City and VPC. Upon authorization, contract work is expected to begin within 10 days of contract execution and be complete within 45 working days thereafter.

Fiscal & Policy Implications

The contract is fully supported by the Surface Water Management Fund as part of the current adopted budget. The contract price will be \$128,750.00 and does not need additional budget allocations.

Alternatives

| <i>Options</i> | <i>Results</i> |
|--|--|
| <ul style="list-style-type: none">• Adopt Resolution | The City will contract with Ventilation Power Cleaning, Inc. for 2023 Stormwater System Cleaning, enabling our continued compliance with the Permit. |
| <ul style="list-style-type: none">• No Action | The City will not contract with Ventilation Power Cleaning, Inc. and risks failure to comply with the Permit. This could potentially lead to monetary penalties assessed by the Department of Ecology. |
| | |

Staff Recommendation

Move to adopt Resolution 23-1932.

RESOLUTION NO. 23-1932

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PURCHASED SERVICE CONTRACT AGREEMENT WITH VENTILATION POWER CLEANING, INC. FOR 2023 STORMWATER SYSTEM CLEANING.

WHEREAS, the National Pollutant Discharge Elimination System (NPDES) Phase II Western Washington Municipal Stormwater Permit (“Permit”) requires that the City clean stormwater system catch basins and storm drainage pipes as needed based on the results of qualified biannual inspections; and

WHEREAS, the Department of Public Works (DPW) determined the scope of stormwater system cleaning work required per inspections completed earlier this year and distributed an Invitation to Bid (ITB) on a contract to complete the required cleaning work to MRSC roster vendors on October 20, 2023; and

WHEREAS, DPW received one bid in the amount of \$128,750.00 from Ventilation Power Cleaning, Inc. (“Vendor”) on October 31, 2023, in response to its ITB; and

WHEREAS, DPW reviewed the bids and determined that the Vendor’s bid to be responsive and responsible per the ITB requirements and subsequently prepared the draft Purchase Service Agreement 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 the agreement with Ventilation Power Cleaning, Inc. in substantially the form included herewith as Attachment 1.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this ##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
PURCHASED SERVICES AGREEMENT
Agreement Title: 2023 Stormwater System Cleaning**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **VENTILATION POWER CLEANING, INC.**, a Washington corporation (the "Vendor"), is dated the last date signed below.

Vendor Business: Ventilation Power Cleaning, Inc.

Vendor Address: 3914 Leary Way NW, Seattle, WA 98107

Vendor Phone: 206-634-2750

Contact Name John Linn

Vendor e-mail: john@ventilationpower.com

Federal Employee ID No.: 91-0843303

Authorized City Representative for Andrew Silvia
this contract:

WHEREAS, the City published an Invitation to Bid for stormwater system cleaning services on October 20, 2023 and received one (1) bid in response from the Vendor on October 31, 2023; and

WHEREAS, the City has determined that the Vendor's bid was the lowest responsive and responsible bid submitted;

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

1. Employment of Vendor. The City retains the Vendor to provide the services described in Exhibit A incorporated herein, for the 2023 Stormwater System Cleaning 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 Vendor 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 John Linn. 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 within 45 working days of the effective date provided in the notice to proceed unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Vendor 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 Vendor for the Work in Exhibit A, including all services and expenses, shall not exceed one hundred, twenty-eight thousand, seven hundred, fifty dollars

(\$128,750.00) as shown on Exhibit B, which shall be full compensation for the Exhibit A Work. Vendor shall invoice the City monthly on the basis of the portion of the Work completed each month by the Vendor and subcontractors.

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

C. Vendor 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, Vendor shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty days the Vendor shall send electronically to Andrew Silvia, Senior Project Manager (asilvia@cityoffp.gov), its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

4. Work Product. The Vendor 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, Vendor, at its expense, shall expeditiously correct such unacceptable work. If Vendor 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 Vendor'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 Vendor ("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 Vendor shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Vendor's material breach, the Vendor 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 Vendor actual notice in a timely manner.

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

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

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and the City, its officers, officials, employees, and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood

that the indemnification provided herein constitutes the Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Vendor shall ensure that each subcontractor shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Vendor pursuant to this paragraph.

8. Insurance.

A. Insurance Term

The Vendor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Vendor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Vendor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Vendor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Vendors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance

The Vendor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits of no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit.

E. City Full Availability of Vendor Limits

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

F. Other Insurance Provision

The Vendor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Vendor's insurance and shall not contribute with it.

G. Acceptability of Insurers

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

H. Verification of Coverage

The Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Vendor before commencement of the work. Upon request by the City, the Vendor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

I. Subcontractors' Insurance

The Vendor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Vendor-provided insurance as set forth herein, except the Vendor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Vendor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

J. Notice of Cancellation

The Vendor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

K. Failure to Maintain Insurance

Failure on the part of the Vendor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Vendor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so

expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Vendor from the City.

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

10. Employment. The Vendor warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Vendor, 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 Vendor shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Vendor's records and documents with respect to all matters covered by this Agreement.

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

13. Compliance with Federal, State and Local Laws. Vendor 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 Vendor 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 Vendor.

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, Senior Project Manager
Public Works Department
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

Ventilation Power Cleaning, Inc.
Attn: John Linn

3914 Leary Way NW
Seattle, WA 98107

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.

21. Prevailing Wages. The work under the Contract may be subject to the prevailing wage requirements of chapter 39.12 RCW, as amended or supplemented. If this Contract is subject to prevailing wage requirements, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers, or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

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

| | |
|---|---|
| CITY OF LAKE FOREST PARK, WASHINGTON | VENDOR: Ventilation Power Cleaning, Inc. |
| By: Jeff Johnson, Mayor | By: |
| Date: | (Typed/Printed Name) |
| | Its: |
| | Date: |
| ATTEST: | |
| Matthew McLean, City Clerk | |
| Date: | |
| APPROVED AS TO FORM: | |
| Kim Adams Pratt, City Attorney | |
| Date: | |

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

A. Location

- i. All catch basin structures and pipes subject to the Work are located in various public streets in the City of Lake Forest Park, WA. No Work will be performed on private property.
- ii. Web-based GIS and hard copies of maps showing the locations where catch basin and/or pipe cleaning is required will be provided separately to the Contractor following contract execution.

B. General Requirements

- i. The Contractor shall provide and implement all temporary work zone traffic control measures that may be necessary to effect the safe and orderly diversion of vehicular, pedestrian, and bicycle traffic around the Contractor's operations. All costs for temporary work zone traffic control shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made. Additional traffic control requirements include:
 - i. The Contractor shall fabricate and provide temporary installation of notices advising the public of any restrictions to street parking that may be necessary to accomplish the Work. The Contractor shall post notices—e.g. zip tie to road signs or street trees—within public right of way at least 48 hours in advance of Work requiring the temporary relocation of parked vehicles, and shall remove the notices following completion of Work.
 - ii. Neither road closures nor driveway closures shall be implemented as a traffic control measure.
- ii. The Contractor's means and methods used to execute the Work shall not cause physical alteration or damage to the municipal separate storm sewer system (MS4) assets subject to the Work. It is recognized that there are some conditions such as broken pipe that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor shall not be required to clean affected pipe sections. Immediately upon discovery of conditions that prevent cleaning or pose risk of damage, the Contractor shall notify the City of such conditions.
- iii. The Contractor's means and methods used to execute the Work shall ensure that waste material removed from the MS4 is conveyed securely to a watertight receptacle (e.g. vacuum truck debris tank) for hauling to the disposal facility and shall not permit waste material to be discharged outside of the MS4 or downstream within the MS4. Any waste material spilled or discharged during the cleaning process shall be completely removed from the discharge site immediately following the spill.
- iv. Contractor shall provide disposal of waste materials removed from the MS4 in accordance with applicable law and regulations. Applicable regulations include, but are not limited to, the Western Washington Phase II Municipal Stormwater Permit administered by the WA Department of Ecology. The City calls Contractors' attention to the fact that this regulation prohibits the practice of decanting collected liquid waste material back into the City's MS4.

C. Contract Task Specifications

The Contract Tasks (CT) described in this section correspond to the Contract Tasks noted in the Proposal Form in the Invitation to Bid. Specifications for execution, measurement, and payment of Work are as follows:

CT-1 – Clean Catch Basin

i. Description

- This work includes mobilizing to work sites, removing waste material from catch basins, and hauling and disposing of collected wastes.
 - One of the catch basins subject to the work of CT-1 closely matches the specifications of a King County standard “Type 2” catch basin¹. All other catch basins subject to the work of CT-1 closely match the specifications of a King County standard “Type 1” catch basin.
 - The locations of catch basins to be cleaned per this Contract Task are shown as “Sump_Full_Only” and “Sump_and_Pipe_Full” structures on the GIS map referenced in Section A of this Attachment.
 - Waste material includes liquid, sediment, grit, trash, debris, vegetation, or other material that may have accumulated in the catch basin interior.

ii. Execution

- Remove catch basin grate and temporarily store grate in a secure location. Uncovered catch basins shall not be left unattended for any length of time.
- Remove all waste material from catch basin interior such that drainage is unobstructed and only trace amounts of waste material may remain.
- Return the catch basin grate to a secure setting on the structure frame.
- Haul and provide legal disposal of waste material removed from each catch basin.

iii. Measurement and Payment

- CT-1 will be measured and paid per each catch basin cleaned.
- Contractor shall submit to the City an identifiable photograph of each catch basin illustrating completed cleaning work, which the City will use to measure the quantity of catch basins cleaned. An identifiable photo of a catch basin is an electronic image file that either contains GPS/other location information or is named per the catch basin structure ID shown on the City’s GIS map.
- Contractor shall submit to the City waste disposal receipts issued by a duly licensed facility showing the quantity of material disposed, or equivalent documentation, which the City will use to validate the measurement based on submitted photographs.

CT-2 – Clean Stormwater Pipe

i. Description

¹ King County standard figures, including Type 1 and Type 2 Catch Basins, can be accessed here: <https://kingcounty.gov/~media/depts/local-services/roads/2016-road-standards/2016-kcroadstands-figures.ashx?la=en>

- This work includes mobilizing to work sites, removing roots and waste material from existing stormwater pipes, and hauling and disposing of collected wastes. Waste material is defined in the CT-1 specification.
 - The locations and attributes of pipes subject to the work of CT-2 are shown as “Pipe_Full” and “Sump_and_Pipe_Full” structures on the GIS map referenced in Section A of this Attachment. The City understands all pipes subject to this work to be 12” diameter or smaller.
- ii. Execution
- Remove grate from the catch basin used to access the pipe (“cleaning access structure”) and temporarily store grate in a secure location. Uncovered catch basins shall not be left unattended for any length of time.
 - Remove all waste material from pipes that are more than 20% full of waste material as determined by Contractor’s observations at the cleaning access structure.
 - Remove waste material collected in the cleaning access structure to such an extent that drainage is unobstructed and only trace amounts of waste material may remain.
 - Return the catch basin grate to a secure setting on the structure frame.
 - Haul and provide legal disposal of waste material removed from the pipe(s).
- iii. Measurement and Payment
- CT-2 will be measured and paid per hour of pipe cleaning work undertaken at the work site (cleaning access structure).
 - Contractor shall maintain a log to track where pipe cleaning work has been completed which shall document the cleaning access structure ID number (from GIS map), size and material of the pipe(s) cleaned and the hours expended to complete the cleaning. The log will be submitted to the City with applicable requests for payment for CT-2 work.

CT-3 – Minor Changes

- i. Description
- Payments or credits for changes to the Work amounting to \$5,000 or less may be made under the Bid item “Minor Changes”. At the discretion of the City, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in the executed Agreement.
 - If the City identifies a needed change to the Work, the City will provide the Contractor a copy of the completed order for Minor Changes (“CT-3 Work Order”). The agreement for the CT-3 Work Order will be documented by signature of the Contractor, or notation of verbal agreement.
- ii. Execution
- Requirements for execution of CT-3 work shall be established in the City’s CT-3 Work Order(s).
- iii. Measurement and Payment
- CT-3 work will be measured and paid by Lump Sum
 - The Contractor shall submit documentation of all labor, material, equipment, and other costs required to complete work described in CT-3 Work Orders.

Documentation shall be submitted with the Contractor's proposal for CT-3 Work Orders, or with the Contractor's request for payment of urgent CT-3 Work Orders that the City may have authorized to proceed on a time and material basis.

- For the purpose of providing a common Proposal for all Bidders, the City has entered an amount for "Minor Changes" in the Proposal Form to become a part of the total Price.

EXHIBIT B

PAYMENT

PROPOSAL FORM (continued)

For the complete performance of all Work required by Contract Documents for that project entitled "2023 Stormwater System Cleaning", the following Bid is submitted. Show prices in figures only (ink or typed). Show cents to 2 decimal points. Where conflict occurs between the unit price and the extended price specified for any item, the Unit Price shall prevail, and totals shall be corrected to conform thereto. If any Unit Price is left blank, it will be considered no charge for that Bid item/Contract Task, regardless of what has been placed in the Extended Price column. **Please note that this Work is tax exempt per WAC 458-20-171. Contractor is advised to be familiar with Washington State Revenue Rule 171 as no separate, distinct sales tax monies will be reimbursed to the Contractor.**

| BID SCHEDULE | | | | | |
|---|-----------------------|-----------------------|-------------------|----------------------|--|
| | | CONTRACTOR BID | | | |
| BID ITEM / CONTRACT TASK | DESCRIPTION | UNITS | UNIT PRICE | ESTIMATED QTY | EXTENDED PRICE (unit price x estimated qty) |
| CT-1 | Clean Catch Basin | EA | \$85.00 | 1,050 | \$89,250.00 |
| CT-2 | Clean Stormwater Pipe | HR | \$345.00 | 100 | \$34,500.00 |
| CT-3 | Minor Changes | LS | \$5,000 | 1 | \$5,000.00 |
| TOTAL PRICE (sum of EXTENDED PRICE subtotals above) | | | | | \$128,750.00 |

| KEY | |
|------------|----------|
| QTY | Quantity |
| EA | Each |
| HR | Hour |
| LS | Lump Sum |



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date November 9, 2023

Originating Department City Council

Contact Person Councilmembers Larry Goldman and Tracy Furutani

Title Ordinance 23-1282/Creating Chapter 18.74 of the Lake Forest Park Municipal Code - Sale, Disposition or Lease of Surplus Real Property for Affordable Housing

Legislative History

- First Presentation October 26, 2023 Committee of the Whole Meeting
- Second Presentation November 9, 2023 Regular Meeting

Attachments:

1. Ordinance 23-1282/Creating Chapter 18.74 of the Lake Forest Park Municipal Code - Sale, Disposition or Lease of Surplus Real Property for Affordable Housing

Executive Summary

RCW 39.33.015 provides a means by which a city may surplus real property no longer required for the needs of the city and transfer, lease, or otherwise dispose of the property for the public benefit purpose of affordable housing. The proposed draft ordinance would create Chapter 18.74 in the Lake Forest Park Municipal Code (“LFPMC”), providing a process by which the City Council would adopt a resolution to surplus property, determine how it should be disposed of (deed, lease, other), and set terms of the transfer to ensure the affordable housing purpose is carried out.

Fiscal & Policy Implications

Each transaction under Chapter 18.74 LFPMC would be reviewed for fiscal impacts and those impacts would be brought to Council for consideration.

Alternatives

| Options | Results |
|---|---|
| <ul style="list-style-type: none">• Adopt ordinance | Chapter 18.74 LFPMC would give the City the option of disposing of surplus property for affordable housing purposes. |
| <ul style="list-style-type: none">• No action | The draft ordinance may be amended to address guidance from the City Council and/or other means of encouraging affordable housing will be investigated. |
| | |

Staff Recommendation

Review the draft ordinance and provide guidance.

ORDINANCE NO. 23-1282

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, CREATING CHAPTER 18.74 OF THE LAKE FOREST PARK MUNICIPAL CODE (LFPMC), SALE, DISPOSITION OR LEASE OF SURPLUS REAL PROPERTY FOR AFFORDABLE HOUSING; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, RCW 39.33.015 authorizes cities to surplus and transfer, lease or otherwise dispose of real property owned by the City for public benefit purposes, defined therein as affordable housing for low-income and very low-income households; and

WHEREAS, RCW 39.33. 015 provides that transfer, lease or disposal of such surplus property may be at less than fair market value, including at no cost; and

WHEREAS, to implement the provisions of RCW 39.33.015 the City must enact rules to regulate the disposition of property for public benefit purposes; and

WHEREAS, the City Council wishes to have the option available to surplus and then transfer, lease, or otherwise dispose of City-owned real property for the public benefit purpose of affordable housing in the event the City Council finds it is in the best interests of the City and its residents to do so; and

WHEREAS, the City’s Comprehensive Plan provides in Policy LU-4.3 that the city “identify underused land and encourage infill development that is compatible with the scale and character of surrounding development”; and

WHEREAS, Comprehensive Plan Policy H-3.3 states the policy to “support non-profit organizations that construct and manage affordable housing”; and

WHEREAS, according to the Leland Consulting Group “less than 25 percent of Lake Forest Park households would be able to afford the median home in the city as of [2024]”; and

WHEREAS, the City Council finds and determines that adding Chapter 18.74 to the Lake Forest Park Municipal Code creating rules to regulate the transfer, lease, and other disposition of surplus public property for public benefit purposes, is in the public interest and in the best interest of the City and its residents;

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 18.74 LFPMP, Sale, Disposition or Lease of Surplus Real Property for Affordable Housing as follows:

18.74.010 Policy regarding disposition of city surplus real property for affordable housing pursuant to RCW 39. 33. 015

It is the policy of the City that surplus real property may be disposed of for affordable housing purposes as authorized under RCW 39.33. 015 when the City Council finds that affordable housing is needed within the City and the disposition of the property for affordable housing is in the best interest of the City and its residents. Further, although it is acknowledged that all forms of affordable housing are important, the City' s priority is to provide affordable multi-family units when possible.

18.74.020 Definitions

The definitions in RCW 39.33.015 as now existing and as amended are hereby adopted.

18.74.030 Surplus real property resolution

A. To surplus real property for the purposes of this chapter, the City Council shall adopt a resolution which states that the property is not required for the needs of or the discharge of the responsibilities of the City and that the property shall be disposed of for a public benefit purpose pursuant to RCW 39.33.015.

B. The resolution shall contain the following information:

1. A description of the size of the property, general location, legal description and King County Assessor's tax parcel number;
2. A description of the circumstances under which the property was obtained;
3. A statement identifying the fund account to which proceeds from its sale, if any, should be credited;
4. A summary of the history of municipal use, if any, or uses for which it might be held;
5. King County Assessor's value of the property;

6. A description of how the property should be transferred, leased or otherwise disposed;

7. A summary of the easements, covenants or deed restrictions that will be imposed on the property as part of the disposition; and

8. A determination and statement of the minimum sale or lease price, or if the sale or lease is for no cost.

C. No appraisal or valuation information is necessary.

D. In the event that after surplus the City Council determines that the property will not be disposed of pursuant to RCW 39.33.015, the surplus resolution shall be rescinded and the property may be disposed of through the City’s general surplus procedures.

18.74.040 Disposition Procedure

A. Disposition of surplus real property for the public benefit purpose of providing affordable housing may be at no cost, a long-term lease, or an amount determined appropriate by the City Council, even if that amount is less than the appraised, assessed or fair market value of the property.

B. Disposition of surplus real property may be by direct negotiation with a non- profit, 501(c)(3) organization or similar entity that provides affordable housing for City residents.

C. In the alternative, if the City Council deems it appropriate, disposition of surplus real property may be accomplished through an Request For Proposal procedure, sealed bid, or auction.

D. In all cases, the deed, lease or other instrument transferring or conveying the property shall include a covenant or other requirement that the property shall be used for the public benefit purpose identified by the City Council and remedies that apply in the event the recipient of the property fails to use the property for the designated public benefit purpose or ceases to use the property for such purpose.

E. Recipients of surplus real property shall pay all costs of the transfer, including, but not limited to, appraisal costs, title fees, excise tax and recording fees.

18.74.050 Limitation of section

This chapter is not applicable to surplus, sale, transfer, disposition or lease of City real property for purposes other than affordable housing pursuant to RCW 39.33.015.

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/clerkal errors, references, ordinance numbering, section/subsection numbers and any references thereto.

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

APPROVED BY A MAJORITY of the Lake Forest Park City Council this ____ day of _____, 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:



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

| | |
|-------------------------------|---|
| Meeting Date | November 9, 2023 |
| Originating Department | City Council |
| Contact Person | Deputy Mayor French |
| Title | Ordinance 23-1283/amending section 10.06.010 of the Lake Forest Park Municipal Code regarding authorization for traffic safety cameras in school walk areas, public park speed zones, and zones subject to specific penalties for racing and race attendance. |

Legislative History

- First Presentation: June 21, 2022, City Council Committee of the Whole
- Second Presentation: August 22, 2022, City Council Committee of the Whole
- Third Presentation: October 13, 2022, City Council Regular meeting
- Fourth Presentation: October 23, 2023, City Council Committee of the Whole
- Fifth Presentation: November 9, 2023, City Council Regular Meeting

Attachments:

1. Ordinance 23-1283

Executive Summary

The Lake Forest Park Municipal Code (“LFPMC”) currently authorizes the use of automated traffic cameras for stoplight violations at intersections of two arterials and school speed zones. Chapter 46.63 RCW also authorizes the use of traffic cameras in school walk areas, public park speed zones, hospital speed zones, and zones subject to specific penalties for racing or race attendance. The proposed Ordinance 23-1283 would authorize the use of traffic safety cameras to detect speed violations on any roadway identified in a school walk area, in public park speed zones, and in locations designated as zones subject to specific penalties for racing or race attendance.

Background

“Walk Area” is defined in RCW 28A.160.160 as that “area around a school with an adequate roadway configuration to provide students access to school with a walking distance of less than one mile. Mileage must be measured along the shortest roadway or maintained public walkway where hazardous

conditions do not exist. The hazardous conditions must be documented by a process established in rule by the superintendent of public instruction and

must include roadway, environmental, and social conditions. Each elementary school shall identify walk routes within the walk area.”

Public park speed zones are defined in RCW 46.63.170(b)(ii)(A) as “the marked area within public park property and extending 300 feet from the border of public park property (I) consistent with active park use; and (II) where signs are posted to indicate the location is within a public park speed zone.

Racing and race attendance restrictions and penalties are authorized pursuant to Chapter 46.41 RCW.

Fiscal & Policy Implications

The policy to allow three additional types of traffic safety cameras does not have a fiscal impact on the City at this time.

Alternatives

| <i>Options</i> | <i>Results</i> |
|---|---|
| <ul style="list-style-type: none"> • Adopt the Ordinance | Council will authorize the use of traffic cameras for school walk areas, public park speed zones, and zones subject to specific penalties for racing or race attendance |
| <ul style="list-style-type: none"> • No Action | Council will not authorize the use of traffic cameras for school walk areas, public park speed zones, and zones subject to specific penalties for racing or race attendance |

Staff Recommendation

Approve Ordinance 23-1283/amending LFPMC 10.06.010 to authorize the use of traffic safety cameras for school walk areas, public park speed zones, and zones subject to specific penalties for racing or race attendance

ORDINANCE NO. 23-1283

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON AMENDING SECTION 10.06.010 OF THE LAKE FOREST PARK MUNICIPAL CODE, AUTOMATED TRAFFIC CAMERAS – DETECTION OF VIOLATIONS – RESTRICTIONS, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2008 the City Council adopted chapter 10.06 in the Lake Forest Park Municipal Code (“LFPMC”), Automated Traffic Safety Cameras, as authorized by chapter 46.63 RCW; and

WHEREAS, in 2022, the Washington State Legislature adopted amendments to RCW 46.63.170 authorizing use of automated traffic safety cameras to detect speed violations on any roadway identified in a school walk area, public park speed zone, hospital speed zones, or in zones subject to specified restrictions and penalties on racing and race attendance (together “New Traffic Safety Cameras”); and

WHEREAS, the above statutory amendment also requires that 50% of the noninterest money received by a city in excess of the cost to install, operate, and maintain New Traffic Safety Cameras shall be remitted to the state for deposit into a transportation safety account; and that the remaining 50% retained by a city must be used only for improvements to equitable access and mobility for persons with disabilities; and

WHEREAS, the City Council is interested in authorizing the installation of traffic safety cameras for school walk areas, public park speed zones, and zones subject to specified restrictions and penalties on racing and race attendance in Lake Forest Park;

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

Section 1. AMENDMENT. LFPMC 10.06.010, Automated traffic cameras – Detection of violations- Restrictions shall be amended as follows:

LFPMC 10.06.010 Automated traffic safety cameras – Detection of violations – Restrictions.

A. City law enforcement officers and persons commissioned by the Lake Forest Park police chief are authorized to use automated traffic cameras and related automated systems to detect and record the image of: (1) stoplight violations at the intersection of

two arterials; ~~and~~ (2) school speed zone violations; (3) speed zone violations on any roadway identified in a school walk area as defined by RCW 28A.160.160; (4) speed zone violations in public park speeds zone as defined in RCW 46.63.170(b)(ii); and (5) speed violations when the location is in an area within the city limits designated by ordinance as a zone subject to specified restrictions and penalties on racing and race attendance. ~~Pr~~ovided, however, pictures of the vehicle and the vehicle license plate may be taken only while an infraction is occurring, and the picture shall not reveal the face of the driver or of any passengers in the vehicle.

B. Before adding additional cameras or relocating any existing camera to a new location, an analysis of the locations where automatic traffic safety cameras are proposed must be presented to the City Council.

C.B. Each location where an automated safety camera is used shall be clearly marked by signs placed in locations that clearly indicate to a driver that the driver is entering a zone where traffic laws are enforced by an automated traffic safety camera.

D.C. “Automated traffic safety camera” means a device that uses a vehicle sensor installed to work in conjunction with an intersection traffic control system or a speed measuring device, and a camera synchronized to automatically record one or more sequenced photographs, microphotographs or electronic images of the rear of a motor vehicle whenever a vehicle fails to stop when facing a steady red traffic control signal or exceeds a speed limit to a school speed zone as detected by a speed measuring device.

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

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

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

APPROVED BY A MAJORITY of the Lake Forest Park City Council this ____ day of _____, 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: _____



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date November 9, 2023

Originating Department Finance Department

Contact Person Lindsey Vaughn, Finance Director

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

Legislative History

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

Attachments:

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

Executive Summary

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

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

Property Tax

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

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

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

Health and Wellness Grant

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

Blake Reimbursement

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

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

Police Overtime Services: Reimbursement by Outside Entities

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

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

Washington State Settlement Opioid Litigation

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

Police Patrol Equipment: Rifles

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

Dispatch Services (Bothell to NORCOM)

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

Jail Services: Municipal Court and Police Department

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

Investment Interest: New Strategy Approved Spring 2023

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

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

Shorelake Arts

During the budget deliberations with City Council there was a request to add an additional \$5,000 to further support and assist in offsetting increasing rent costs and rising salary and benefit expenditures. The request was mutually agreed upon by City Council to include in the mid-biennial budget adjustment.

Cost of Living and Market Adjustments

Police Guild - Limited Term Employees:

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

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

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

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

monitored and will be expanded at a future budget amendment in the second or third quarter of 2024, if necessary.

Teamsters Union:

Cost of living adjustments for the Teamsters Union were included in the originally adopted budget. However, the additional market adjustments and retro pay for 2022 were not included and need to be amended in the current budget. The retro pay for Teamsters in 2022 was a total of \$15,000. The value of the market adjustment was \$33,000 for 2023 and \$21,000 for 2024. The contract was voted and approved by Teamsters in mid-2023 and was followed by City Council approval to ratify the Teamsters Union contract from 2022-2024. The total cost of the retro pay and market adjustments for 2022, 2023, 2024 is \$69,000. The funds that include employee salary and benefit increases are the following: General Fund, Street Fund, Sewer Utility Fund, and Surface Water Utility Fund.

Management Professional Employees (MPE's):

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

Sewer Rates

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

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

Commercial & Multi-Family (consumption based)

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

Wastewater (Sewer) Excise Tax

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

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

Surface Water Rate

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

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

Sewer and Surface Water Utility Taxes

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

Surface Water 35th Avenue Capital Project

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

Background

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

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

Fiscal & Policy Implications

| GENERAL FUND | | | | |
|---|-----------------------|-----------------------------------|---------------|----------------------|
| Title | Revenue(R)/Expend.(E) | 2023-2024 Adjustment Amount | Total Revenue | Total Expenditure |
| WASPC Behavioral Health Grant | R | \$ 8,851 | \$ 8,851 | |
| WA ST AOC Blake Reimbursement | R | \$ 42,716 | \$ 42,716 | |
| Sewer Utility Tax | R | \$ 154,000 | \$ 154,000 | |
| Surface Water Utility Tax | R | \$ 63,000 | \$ 63,000 | |
| Police OT Services (Reimbursed by outside entities for additional coverage) | R | \$ 80,000 | \$ 80,000 | |
| Investment Interest | R | \$ 433,500 | \$ 433,500 | |
| State Opioid Settlement | R | \$ 16,732 | \$ 16,732 | |
| General Fund Revenue Adjustment Total | | \$ 798,798 | \$ 798,798 | |
| Management Professional Employees (MPE) Salaries | E | \$ 97,000 | | \$ 97,000 |
| Management Professional Employees (MPE) Benefits | E | \$ 39,000 | | \$ 39,000 |
| Washington Cities Insurance Authorities | E | \$ 39,282 | | \$ 39,282 |
| Judgements/Settlements Blake & Professional Services | E | \$ 34,197 | | \$ 34,197 |
| Police Department Salaries - Limited Term Positions | E | \$ 300,000 | | \$ 300,000 |
| Police Department Benefit - Limited Term Positions | E | \$ 220,000 | | \$ 220,000 |
| Police Uniform Expenses | E | \$ 15,000 | | \$ 15,000 |
| Police Department - WASPC Behavioral Health Grant (Pass Through) | E | \$ 8,851 | | \$ 8,851 |
| Police Equipment: Rifles | E | \$ 70,500 | | \$ 70,500 |
| Civil Service Commission - Professional Services for Police Hires | E | \$ 5,000 | | \$ 5,000 |
| Dispatch Services | E | \$ 310,385 | | \$ 310,385 |
| Jail Expenses | E | \$ 150,000 | | \$ 150,000 |
| Shorelake Arts | E | \$ 5,000 | | \$ 5,000 |
| Teamsters Salaries & Benefits | E | \$ 13,800 | | \$ 13,800 |
| General Fund Expenditure Adjustment Total | | \$ 1,308,015 | | \$ 1,308,015 |
| Total Net Change to the General Fund | | \$ (509,216) | | |

| STREET FUND | | | | |
|--|---|----------------------------|---------------|----------------------|
| Title | | 2023-2024 Budget Amount | Total Revenue | Total Expenditure |
| Interest Investment | R | \$ 39,500 | \$ 39,500 | |
| Street Fund Revenue Adjustment Total | | \$ 39,500 | \$ 39,500 | |
| Management Professional Employee (MPE) Salaries | E | \$ 2,500 | | \$ 2,500 |
| Management Professional Employee (MPE) Benefits | E | \$ 1,000 | | \$ 1,000 |
| Teamsters Salaries & Benefits | E | \$ 17,250 | | \$ 17,250 |
| Washington Cities Insurance Authorities | E | \$ 2,885 | | \$ 2,885 |
| Street Fund Expenditure Adjustment Total | | \$ 23,635 | | \$ 23,635 |
| Total Net Change to the Street Fund | | \$ 15,865 | | |
| TRANSPORTATION BENEFIT DISTRICT FUND | | | | |
| Title | | 2023-2024 Budget Amount | Total Revenue | Total Expenditure |
| Investment Interest | R | \$ 34,500 | \$ 34,500 | |
| TBD Fund Revenue Adjustment Total | | \$ 34,500 | \$ 34,500 | |
| | E | \$ - | | \$ - |
| Transportation Benefit District Expenditure Total | | \$ - | | \$ - |
| Total Net Change to the Transportation Benefit District Fund | | \$ 34,500 | | |
| STRATEGIC OPPORTUNITY FUND | | | | |
| Title | | 2023-2024 Budget Amount | Total Revenue | Total Expenditure |
| Investment Interest | R | \$ 103,000 | \$ 103,000 | |
| Strategic Opportunity Fund Revenue Adjustment Total | | \$ 103,000 | \$ 103,000 | |
| | E | \$ - | | \$ - |
| Strategic Opportunity Fund Expenditure Total | | \$ - | | \$ - |
| Total Net Change to the Strategic Opportunity Fund | | \$ 103,000 | | |
| CAPITAL IMPROVEMENT FUND | | | | |
| Title | | 2023-2024 Budget Amount | Total Revenue | Total Expenditure |
| Investment Interest | R | \$ 107,500 | | |
| Capital Improvement Fund Revenue Adjustment Total | | \$ 107,500 | \$ 107,500 | \$ - |
| | E | \$ - | | \$ - |
| Capital Improvement Fund Expenditure Adjustment Total | | \$ - | | \$ - |
| Total Net Change to the Capital Improvement Fund | | \$ 107,500 | | |

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

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

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

| SEWER UTILITY FUND | | | | |
|---|---|-----------------------------------|---------------|----------------------|
| Title | | <u>2023-2024</u> Budget Amount | Total Revenue | Total Expenditure |
| Investment Interest | R | \$ 49,000 | \$ 49,000 | |
| Sewer Utility Tax | R | \$ 154,000 | \$ 154,000 | |
| Sewer Utility Fund Revenue Adjustment Total | | \$ 203,000 | \$ 203,000 | |
| | | | | |
| Management Professional Employee (MPE) Salaries | E | \$ 5,000 | | \$ 5,000 |
| Management Professional Employee (MPE) Benefits | E | \$ 2,000 | | \$ 2,000 |
| Teamsters Salaries & Benefits | E | \$ 17,250 | | \$ 17,250 |
| Professional Services - Invoices from 2022 paid in 2023 | E | \$ 15,000 | | \$ 15,000 |
| Repairs & Maintenance - from 2022 paid in 2023 | E | \$ 15,000 | | \$ 15,000 |
| Washington Cities Insurance Authorities | E | \$ 3,070 | | \$ 3,070 |
| Sewer Utility Tax | E | \$ 154,000 | | \$ 154,000 |
| Sewer Utility Fund Expenditure Adjustment Total | | \$ 211,320 | | \$ 211,320 |
| Total Net Change to the Sewer Utility Fund | | \$ (8,320) | | |

| SEWER CAPITAL FUND | | | | |
|---|---|--|----------------------|------------------------------------|
| Title | | <u>2023-2024</u> <u>Budget Amount</u> | <u>Total Revenue</u> | <u>Total</u> <u>Expenditure</u> |
| Investment Interest | R | \$ 134,000 | \$ 134,000 | |
| Sewer Capital Revenue Adjustment Total | | \$ 134,000 | \$ 134,000 | |
| | E | | | \$ - |
| Sewer Capital Fund Expenditure Adjustment Total | | \$ - | | \$ - |
| Total Net Change to the Sewer Capital Fund | | \$ 134,000 | | |

| SURFACE WATER UTILITY FUND | | | | |
|---|---|--|----------------------|------------------------------------|
| Title | | <u>2023-2024</u> <u>Budget Amount</u> | <u>Total Revenue</u> | <u>Total</u> <u>Expenditure</u> |
| Investment Interest | R | \$ 52,000 | \$ 52,000 | |
| Surface Water Utility Tax | R | \$ 63,000 | \$ 63,000 | |
| Surface Water Utility Fund Revenue Adjustment Total | | \$ 115,000 | \$ 115,000 | |
| Management Professional Employee (MPE) Salaries | E | \$ 11,000 | | \$ 11,000 |
| Management Professional Employee (MPE) Benefits | E | \$ 4,500 | | \$ 4,500 |
| Teamsters Salaries & Benefits | E | \$ 20,700 | | \$ 20,700 |
| Professional Services - Invoices from 2022 paid in 2023 | E | \$ 130,000 | | \$ 130,000 |
| Washington Cities Insurance Authorities | E | \$ 4,144 | | \$ 4,144 |
| Surface Water Utility Tax | E | \$ 63,000 | | \$ 63,000 |
| Surface Water Utility Fund Revenue Adjustment Total | | \$ 233,344 | | \$ 233,344 |
| Total Net Change to the Surface Water Utility Fund | | (118,344) | | |


| SURFACE WATER CAPITAL FUND | | | | |
|---|---|--|----------------------|------------------------------------|
| Title | | <u>2023-2024</u> <u>Budget Amount</u> | <u>Total Revenue</u> | <u>Total</u> <u>Expenditure</u> |
| Investment Interest | R | \$ 70,000 | \$ 70,000 | |
| Surface Water Capital Revenue Adjustment Total | | \$ 70,000 | \$ 70,000 | |
| 35th Ave Project - Design, ROW, Construction, Const. Management | E | \$ 560,000 | | \$ 560,000 |
| Surface Water Capital Fund Expenditure Adjustment Total | | \$ 560,000 | | \$ 560,000 |
| Total Net Change to the Surface Water Capital Fund | | (490,000) | | |

| VEHICLE & EQUIPMENT REPLACEMENT FUND | | | | |
|--|---|--|----------------------|------------------------------------|
| Title | | <u>2023-2024</u> <u>Budget Amount</u> | <u>Total Revenue</u> | <u>Total</u> <u>Expenditure</u> |
| Investment Interest | R | \$ 40,500 | \$ 40,500 | |
| Vehicle and Equipment Revenue Adjustment Total | | \$ 40,500 | \$ 40,500 | |
| | E | | | \$ - |
| Vehicle and Equipment Expenditure Adjustment Total | | \$ - | | \$ - |
| Total Net Change to the Vehicle & Equipment Fund | | \$ 40,500 | | |

Staff Recommendation

Adopt the following legislation on November 9, 2023:

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



2023-2024 Mid-Biennial Budget Adjustment

CITY OF LAKE FOREST PARK
NOVEMBER 9, 2023

2024 Property Tax Levy

City Adopts Annually

| Proposed 2024 Property Tax Levy | |
|---|------------------|
| 2023 Highest Lawful Levy | 3,434,579 |
| Limit Factor Increase 1% | 34,346 |
| Subtotal of Levy Amount | 3,468,925 |
| New Construction Value | 4,666 |
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| 2024 Property Tax Levy | 3,683,064 |

Property Tax

| Proposed 2024 Property Tax Levy | |
|---------------------------------|-----------|
| 2023 Highest Lawful Levy | 3,434,579 |
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| Subtotal of Levy Amount | 3,468,925 |

Current Levy Rate for 2023
\$0.70382

Proposed Levy Rate for 2024 (Preliminary 10/5/23)
\$0.80282

Calculation:
 (Assessed Value/1,000) * Levy Rate

Example:

2023 Median Residence Value \$ 903,000

$(\$903,000/1,000) * \$0.70382 = \$635.55$

$(\$903,000/1,000) * \$0.80282 = \$724.95$

Assessed Value and Taxes by City

Typical Residence in 2022 and 2023

| City | 2022 Median Residence Value | 2022 Typical Levy Rate (1) | 2022 Tax | 2023 Median Residence Value | 2023 Typical Levy Rate (1) | 2023 Tax |
|----------------|-----------------------------|----------------------------|----------|-----------------------------|----------------------------|----------|
| Lake Forest Pk | 736,000 | 10.18 | 7,490.63 | 903,000 | 8.60 | 7,769.53 |

Market & Cost of Living Adjustments

- Police Guild
 - 2023 3% COLA, re-opened for an additional 5% - no adjustment
 - 3 Limited Term Employees
 - General Fund

- Teamsters Union
 - 2022 3% retro pay \$15,000
 - 2023 4% market adjustment only
 - 2024 3% market adjustment only
 - General, Street, Sewer Utility, Surface Water Utility

- Management Professional Employees (MPE's)
 - 2024 market adjustments
 - General, Street, Transportation Capital, Sewer Utility, Surface Water Utility

General Fund Expenses

- Dispatch – from Bothell to NORCOM
 - 2023: Increase \$41,772
 - 2024: Increase \$283,560

- Police Rifles
 - House Bill 1240 resulted in Police Officers not being able to use personal rifles during operations

- Health & Wellness Grant
 - Police Dept gym equipment purchases

- Jail Services: Police and Court Department
 - Significant increase in costs with loss of Yakima County jail housing contract
 - Recently Council approved a new Interlocal Agreement with Sunnyside for long-term defendant stays

- Blake Reimbursement
 - Administrative Office of the Courts (AOC) reimbursed - *State vs. Blake* fines

Additional Adjustments

- Washington Opioid Settlement Revenue
 - Settlement due to multiple states, counties, cities uniting against various entities within the pharmaceutical supply chain who manufacture, distribute, and dispense prescriptions opioids
 - Funds use to combat opioid pandemic

- Sewer & Surface Water Utilities
 - Revenue collected by rate payers
 - Expenditures to Sewer and Surface Water Utility Funds
 - Revenue to General Fund

- Investment Diversification Interest
 - Strategy Approved by Budget & Finance Committee – Spring 2023
 - Revenue increase for all funds

- Community Partner – Shorelake Arts:
 - Additional \$5,000 in 2024

Sewer Rate Increases

\$3.62 monthly increase 2024

Monthly Residential Rates

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

Commercial & Multi-Family (consumption based)

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

Residents are billed **bimonthly \$153.00**

Proposed Surface Water Rates Increase

- Annual increase **\$24.62** - Single family residential
- Supports Operating & Capital Surface Water Funds
 - 10% rate increase
- Adopt annually, like property tax

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

User Fee Rate Increases

- 1) Building Fees: increase by 9.8% following International Code Council's August 2023 update
- 2) Sewer Water Rate increase \$3.62/month
Residential from \$72.88 to \$76.50
Bimonthly invoice \$153.00
- 3) Surface Water Rate increase \$24.62 annually
Single Family Residential from \$246.24 to \$270.86

City Council Questions/Comments

❖ Any Questions?

ORDINANCE NO. 23-1279

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

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

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

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

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

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

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

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

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

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

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

- Introduced:
- Adopted:
- Posted:
- Published:
- Effective:

ORDINANCE NO. 23-1280

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

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

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

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

WHEREAS, the City Council held a public hearing on October 26, 2023, pursuant to RCW 84.55.120 regarding consideration of possible increase in property tax revenues; and

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

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

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

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

Section 3. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of

scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

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

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

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

- Introduced:
- Adopted:
- Posted:
- Published:
- Effective:

RESOLUTION NO. 23-1922

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

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

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

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

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

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

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

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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

Exhibit A

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



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date November 9, 2023

Originating Department Finance Department

Contact Person Lindsey Vaughn

Title Resolution 23-1923/Adopting 2024 User Fees

Legislative History

- First Presentation October 26, 2023, Regular Meeting
- Second Presentation/Action November 9, 2023, Regular Meeting

Attachments:

1. Resolution 23-1923
2. 2024 User Fee Schedule with Markups

Executive Summary

The City updates the User Fee Schedule annually for the various user fees that are charged for City services. The proposed update includes increases to the building permit fees. The surface water and sewer utility rates are also both included in the 2024 user fee rate increases. The Tree Permit fee has increased and there is a corresponding increase in the right-of-way tree corridor permit fee adopted last month.

Background

The City reviews the User Fee Schedule annually during biennial or mid-biennial budget proceedings and requests input from all departments. The purpose of this annual review is to ensure that the user schedule fees are appropriate and consistent with policy and accurately recover incurred City costs.

Sewer Utility Rate

The proposed Sewer Utility Rate increase for 2024 has two portions of the proposed increase. King County's portion of the sewer utility rate is set to increase by 5.75% in 2024 and will be a pass-through for all residential and commercial customers. The City is requesting to increase the City's portion of the

sewer rate by 3% for increasing costs related to operations, maintenance, and future capital infrastructure needs. The total rate increase is 5.0%.

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

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

Surface Water Management Fee

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

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

Building Fees

The proposed increase in building fees was discussed at the September 28th Regular Meeting. The 2024 Building Fees will increase by 9.8% in accordance with the International Code Council’s August 2023 updated table. This approach is an industry best practice, it will offset the 14.3% anticipated salary increase for our largest single department expense, and other increases in insurance, benefits, software, and other department needs. The Building Fee will increase from \$150.87 to \$165.67/SF for a Standard Home, an increase from \$185.00/SF to \$203.15/SF for Custom Homes, and Utility/Garage Fees will increase from \$60.43/SF to \$66.35/SF. The Building Valuation Table will also increase at the rate of 9.8%.

Fiscal & Policy Implications

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

Alternatives

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

Staff Recommendation

Adopt Resolution 23-1923 establishing the 2024 User Fee Schedule

RESOLUTION NO. 23-1923

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

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

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

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

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

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

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

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

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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

2024 User Fee Schedule DRAFT

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

2024 User Fee Schedule DRAFT

| | Fees |
|---|---------|
| 5/8" x 3/4" Meters | 5,034 |
| 3/4" x 3/4" Meters | 7,551 |
| 1" Meters | 12,584 |
| 1 1/2" Meters | 25,169 |
| 2" Meters | 40,270 |
| 3" Meters | 80,541 |
| 4" Meters | 125,845 |
| Sewer Permit (2 inspections) | 300 |
| Sanitary Sewer Grinder Pump Review | 300 |
| Additional Inspection | 100 |
| Lien Filing and Removal Fee | 185 |
| Credit Card Transaction Fee - A credit card transaction fee will be added to all sewer availability, sewer permit review and inspection fees paid by credit card. | 3% |
| Development Review Technology Surcharge - A technology surcharge will be added to all sewer availability, sewer permit review and inspection fees. Surcharge is not applied to Sewer Connection Fees. | 10% |

| Sewer Monthly Service | |
|--|------------------------|
| Residential | 72.88 76.50 |
| Sewer Excise Tax | 20.77 21.39 |
| Commercial / Multi-Family Residential (per ccf) | 10.78 11.28 |
| Credit Card Transaction Fee ¹ | 3.95 |
| ¹ The credit card transaction fee is charged for sewer payments made by credit card. The fee is charged by the third party transaction processor and is not remitted to the City. | |

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

| Telecommunications Right-of-Way (ROW) Rental Fee | |
|---|-------|
| Master Use Permit Application Fee | 2,500 |
| Master Use Permit Renewal Fee | 2,500 |
| Lease Application Fee | 2,500 |
| Lease Renewal Fee | 2,500 |
| City Property-Minimum Monthly Rent | 825 |
| Credit Card Transaction Fee - A credit card transaction fee will be added to all right-of-way and street excavation permit and inspection fees paid by credit card. | 3% |
| Development Review Technology Surcharge - A technology surcharge will be added to all right-of-way and street excavation permit and inspection fees. | 10% |

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

2024 User Fee Schedule DRAFT

| | Fees |
|--|----------------------|
| Checklist | 750 |
| EIS administration/supervision/preparation | 5,000 |
| Critical Area Work Permit | |
| Major | 550 |
| Minor | 85 |
| Tree-related | 125 |
| Critical Area and Tree Reasonable Use Exception (plus review consultant costs) | 4,000 |
| Public Agency and Utility Exception (plus review consultant costs) | 3,500 |
| Copy of Shoreline Master Plan | 15 |
| Shoreline Substantial Development Permit | 3,500 |
| Shoreline Conditional Use Permit | 3,500 |
| Shoreline Variance | 3,500 |
| Shoreline Exemption | 500 |
| Shortplat Application | 4,000 flat fee |
| Subdivision | 12,000 + 300 per lot |
| Variance | 2,500 |
| Wireless Communication Facility Permit (not requiring conditional use) | 2,000 |
| Zoning/Land Use Code Text Amendment | 3,500 |
| Town Center Design Review | |
| Major (plus all notice, review consultant, hearing examiner costs) | 4,000 |
| Minor (plus review consultant costs) | 2,000 |
| Commercial site development permit | |
| Type I Review (Hearing Examiner) | 3,500 |
| Type III Review (Code Administrator) | 2,000 |
| Credit Card Technology Fee - A credit card technology fee will be added to all land use permit fees paid by credit card. | 3% |
| Development Review Technology Surcharge - A technology surcharge will be added to all land use permit fees. | 10% |

Building Fees

| | | |
|---|---------------|------------------------|
| Building Fees for standard home and utility/garage are based on the International Code Council, Building Valuation Table (August 2023). | | |
| Standard Home | 150.87/sq.-ft | 165.67/sq. ft |
| Custom Home (a home designed for a particular lot) | 185/sq.-ft | 203.15/sq. ft |
| Utility/Garage | 60.43/sq.-ft | 66.35/sq. ft |
| Add \$120 Fee to Permit Fees Less Than \$500.00 | | |
| Administration Permit Fee | | 120 |
| State Surcharge (Single Family) | | 6.5 |
| State Surcharge (Multi-Family) | | 25 + 2 for each unit |
| State Surcharge (Commercial) | | 25 |
| Plan Review Fee | | 65% of Building Permit |

Building Valuation table

| Project Valuation in Dollars | Fees in dollars |
|------------------------------|---|
| \$0.00 to \$1,000 | 71.37 |
| \$1,001 to \$2,000 | \$71.37 for the first \$1,000.00 plus \$5.49 for each additional \$100 or fraction thereof to and including |
| \$2,001 to \$25,000 | \$126.27 for the first \$2,000.00 plus \$23.06 for each additional \$1,000.00 or fraction thereof to and including \$25,000.00 |
| \$25,001 to \$50,000 | \$656.65 for the first \$25,000.00 plus \$16.47 for each additional \$1,000.00 or fraction thereof to and including \$50,000.00 |

2024 User Fee Schedule DRAFT

| Fees | |
|--|--|
| \$50,001 to \$100,000 | \$1,068.40 for the first \$50,000.00 plus \$10.98 for each additional \$1,000.00 or fraction thereof to and including \$100,000.00 |
| \$100,001 to \$500,000 | \$1,617.40 for the first \$100,000.00 plus \$9.88 for each additional \$1,000.00 or fraction thereof to and including \$500,000.00 |
| \$500,001 to \$1,000,000 | \$5,569.40 for the first \$500,000.00 plus \$8.78 for each additional \$1,000.00 or fraction thereof to and including \$1,000,000.00 |
| \$1,000,001 to \$5,000,000 | \$9,959.40 for the first \$1,000,000.00 plus \$5.49 for each additional \$1,000.00 to and including \$5,000,000.00 |
| \$5,000,001 and up | \$31,919.40 for the first \$5,000,000.00 plus \$4.39 for each additional \$1,000.00 or fraction thereof |
| Corridor Retaining Wall is based on the Building Permit Fee Table at www.cityofflp.gov/222/Fee-Schedule (p consultant review costs and staff review costs) | |
| Corridor Retaining Wall is based on the Building Permit Fee Table (plus consultant review costs and staff review costs) | |

Mechanical Permit Fees

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

Plumbing Permit Fees

| | |
|-------------------------------------|-----|
| Permit Base Fee | 150 |
| Sinks | 30 |
| Toilets | 30 |
| Showers | 30 |
| Tubs | 30 |
| Washing machine | 30 |
| Hot Tub/Spa | 30 |
| Other Plumbing fixtures on one trap | 30 |

2024 User Fee Schedule DRAFT

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

Surface Water and Drainage Plan Review Fees

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

Surface Water Utility Assessments

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

Facility Fees

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

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

Special Events

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

ORDINANCE NO. 23-1281

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED:

 Jeff Johnson
 Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

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

2024 Amended Budgeted Positions and Salary Schedule

| | FTE | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|-----------------------------------|--------------|---------------|-----------|-----------|-----------|-----------|-----------|
| Legislative | | | | | | | |
| Councilmembers | 7 | | | | | | 600 |
| Executive | | | | | | | |
| Mayor | 0.5 | | | | | | 3,000.00 |
| City Administrator | 1 | | | | | | 17,344.19 |
| Human Resources Director | 1 | 10,015.17 | 10,682.83 | 11,350.45 | 12,018.18 | 12,685.88 | 13,353.56 |
| | <u>2.5</u> | | | | | | |
| Judicial | | | | | | | |
| Municipal Court Judge | 0.6 | | | | | | 10,349.40 |
| Court Administrator | 1 | 7,165.84 | 7,643.65 | 8,121.46 | 8,599.26 | 9,077.06 | 9,554.90 |
| Court Clerk | 2.5 | 4,508.51 | 4,809.72 | 5,109.00 | 5,410.21 | 5,709.49 | 6,010.70 |
| Probation Officer | 0.2 | 5,751.97 | 6,136.20 | 6,520.44 | 6,902.75 | 7,286.98 | 7,669.38 |
| Pro-tem Judges | | \$65 per hour | | | | | |
| | <u>4.3</u> | | | | | | |
| Municipal Services Dept. | | | | | | | |
| City Clerk | 1 | 7,219.36 | 7,699.71 | 8,181.34 | 8,663.15 | 9,144.60 | 9,624.96 |
| Deputy City Clerk | 1 | 5,682.94 | 6,061.61 | 6,442.16 | 6,820.82 | 7,199.49 | 7,578.16 |
| Records Mgmt. & Office Support | 0.85 | 5,356.69 | 5,711.80 | 6,070.44 | 6,426.14 | 6,784.19 | 7,139.89 |
| Receptionist / Office Clerk | 1 | 5,231.97 | 5,583.46 | 5,932.58 | 6,279.32 | 6,628.43 | 6,977.55 |
| Passport Clerk | 1 | 4,266.69 | 4,549.98 | 4,833.27 | 5,118.73 | 5,404.18 | 5,687.12 |
| | <u>4.85</u> | | | | | | |
| Finance/Info. Systems Dept | | | | | | | |
| Finance Director | 1 | 10,939.35 | 11,668.54 | 12,397.87 | 13,127.20 | 13,856.51 | 14,584.66 |
| Accounting Supervisor | 1 | 7,551.17 | 8,054.63 | 8,558.05 | 9,061.46 | 9,564.88 | 10,068.29 |
| Finance Specialist | 2 | 5,204.07 | 5,551.62 | 5,897.33 | 6,244.88 | 6,592.43 | 6,939.98 |
| Information System Manager | 1 | 8,443.38 | 9,006.22 | 9,569.16 | 10,132.08 | 10,694.93 | 11,257.86 |
| Accounting Clerk | 0.6 | 4,650.69 | 4,961.95 | 5,271.19 | 5,582.44 | 5,891.68 | 6,200.92 |
| | <u>5.6</u> | | | | | | |
| Community Development | | | | | | | |
| Community Development Director | 1 | 10,724.07 | 11,438.72 | 12,153.37 | 12,869.47 | 13,584.11 | 14,298.76 |
| Senior Planner | 1 | 7,371.48 | 7,863.18 | 8,352.83 | 8,846.60 | 9,336.24 | 9,827.95 |
| Assistant Planner | 1 | 5,477.98 | 5,842.91 | 6,207.84 | 6,572.77 | 6,937.69 | 7,302.62 |
| Urban Forest Planner | 0.75 | 6,889.23 | 7,348.77 | 7,806.38 | 8,267.85 | 8,725.46 | 9,185.00 |
| | <u>3.75</u> | | | | | | |
| Building | | | | | | | |
| Building Official | 1 | 8,204.03 | 8,750.94 | 9,297.88 | 9,844.81 | 10,391.75 | 10,938.68 |
| Permit Technician | 0.8 | 5,218.73 | 5,566.50 | 5,914.27 | 6,262.05 | 6,609.82 | 6,957.59 |
| Permit Coordinator | 0 | 4,722.83 | 5,037.56 | 5,352.28 | 5,667.01 | 5,981.74 | 6,296.46 |
| | <u>1.8</u> | | | | | | |
| Emergency Management | | | | | | | |
| Emergency Manager | 1 | 8,319.05 | 8,545.93 | 8,772.81 | 8,999.70 | 9,226.58 | 10,463.08 |
| | <u>1</u> | | | | | | |
| Police Department | | | | | | | |
| Police Chief | 1 | | | | | | 15,894.67 |
| Lieutenant | 2 | 8,565.68 | 9,137.88 | 9,707.75 | 10,278.74 | 10,849.82 | 12,255.07 |
| Sergeant 2 | 4 | | | | | | 9,759.35 |
| Sergeant 1 | 0 | | | | | | 9,272.39 |
| Police Officer | 9 | 6,601.32 | 7,123.68 | 7,690.68 | 8,248.85 | | |
| Limited Term Police Officer | 3 | 6,601.32 | 7,123.68 | 7,690.68 | 8,248.85 | | |
| Detective | 2 | 7,261.56 | 7,836.04 | 8,459.74 | 9,073.84 | | |
| Traffic | 1 | 6,931.44 | 7,479.86 | 8,075.21 | 8,661.34 | | |
| K-9 | 1 | 6,931.44 | 7,479.86 | 8,075.21 | 8,661.34 | | |
| Support Services Officer | 1 | 5,245.56 | 5,620.97 | 5,994.14 | 6,378.45 | | |
| Records Specialist | 2 | 5,061.77 | 5,241.20 | 5,421.57 | 5,598.69 | 5,776.92 | 5,957.38 |
| Domestic Violence Advocate | 0.35 | 5,961.66 | 6,360.18 | 6,756.39 | 7,154.91 | 7,551.12 | 7,949.65 |
| | <u>26.35</u> | | | | | | |

| | | | | | | | |
|---|--------------|-----------|-----------|-----------|-----------|-----------|-----------|
| Public Works Department | | | | | | | |
| Public Works Director | 1 | 11,773.55 | 12,126.02 | 12,884.91 | 13,642.33 | 14,399.60 | 15,158.64 |
| Senior Project Manager | 1 | 8,212.18 | 8,663.27 | 9,204.59 | 9,746.35 | 10,288.02 | 10,829.66 |
| Project Manager | 1 | 7,121.49 | 7,594.60 | 8,069.78 | 8,544.96 | 9,020.14 | 9,493.26 |
| Public Works Superintendent | 1 | 6,540.70 | 6,977.54 | 7,413.06 | 7,848.58 | 8,285.42 | 9,418.61 |
| Environmental & Sustainability Specialist | 1 | 6,214.61 | 6,628.89 | 7,043.70 | 7,458.83 | 7,871.45 | 8,286.17 |
| PW Admin. Assistant | 0.5 | 5,231.18 | 5,579.35 | 5,927.52 | 6,275.69 | 6,623.86 | 6,972.02 |
| Lead Maintenance Worker | 1 | 6,267.48 | 6,488.68 | 6,709.90 | 6,931.09 | 7,152.31 | 7,373.52 |
| Maintenance Worker | 5 | 5,830.23 | 6,035.99 | 6,241.77 | 6,447.52 | 6,653.30 | 6,859.09 |
| Seasonal Maintenance Worker | 1 | | | | | | 31.13 |
| | 12.5 | | | | | | |
| Total Positions in Budget | 62.65 | | | | | | |

City Administrator Report City of Lake Forest Park

Date: November 9, 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

The normal heat map of calls for October is not available due to the transition from Bothell Dispatch to NORCOM Dispatch services.

Notable Incidents:

Subject arrived at LFP Municipal Court for their court date. During security screening the court officer located a large quantity of methamphetamine. The subject was arrested, processed, and released.

Officers responded to a subject exposing themselves on the Burke Gilman Trail. The caller reported a man with his pants down sitting on some stairs in the 14500 Block of the Burke Gilman Trail. Officers were unable to locate the subject.

During the recent council meeting, an individual reported a break-in at their locker at Planet Fitness, resulting in the theft of their backpack, keys, and wallet. Subsequently, the victim contacted their credit card companies, revealing that unknown individuals were making unauthorized attempts to use the stolen credit card at Lake City Fred Meyer. Despite the best efforts of the officers, the suspect remained elusive.

The victim, who was visiting from Texas, found themselves in a difficult situation. The sergeant on duty went above and beyond to provide assistance at City Hall, helping the victims address

their banking issues. Additionally, the sergeant offered the victim a blanket and some cash to purchase food, ensuring they had some comfort while awaiting further assistance.

Officers responded to Heron Park where a subject had set up a tent. The subject was put in contact with King County Mobile Crisis and warned against camping in city parks.

The victim called to “let police know” that several tools had been stolen from his carport. The tools were discovered for sale on “Offer Up”, so the victim purchased them back. Did not want to make a report, stating he would secure his tools better in the future.

Several vehicles were located in the south end of the city with one or more windows broken out. All victims were contacted and provided with case numbers for insurance. No suspects currently.

Officers responded to a female subject vandalizing vehicles with a knife. Officers located the subject who was detained without incident. The suspect was processed and released on a malicious mischief.

Multiple victims reported their mailboxes had been vandalized overnight. Mail had been removed from the boxes and thrown on the ground. Unknown if any mail was stolen.

Officers located a female subject using narcotics behind the Arco. The suspect was taken into custody for an outstanding warrant.

A homeowner reported a suspicious subject wandering around his property. The homeowner was not on site at the time; however, he saw the subject on his Ring camera stumbling around near his garage. Officers located the suspect who was listed as an officer safety risk, along with having a warrant for his arrest. The issuing agency for the warrant refused to take subject who was then given a courtesy transport to Lake City Fred Meyer.

Farewell to Bothell Dispatch

On November 1 at 6:00 a.m. it marked not only the end of an era but also the beginning of a new chapter for the Lake Forest Park Police Department. For the past two decades, Bothell dispatchers have been the steadfast voices on the other end of the line, guiding officers through countless emergencies and ensuring the safety of our community. Their unwavering dedication and professionalism have left an indelible mark on our department.

The dispatchers performed their last on-air sign-off, accompanied by heartfelt farewells from the working officers. Additionally, Chief Harden conveyed his final sign-off on behalf of our staff, expressing profound gratitude for their unwavering dedication, support, and the countless lives they safeguarded. The transition to NORCOM dispatch marks the end of a significant era, but it is also a celebration of the extraordinary service provided by the Bothell dispatch team over the last 20 years. Their legacy of excellence and professionalism will be remembered and cherished by the Lake Forest Park Police Department and the entire community they served.

NEMCo

The Northshore Emergency Management Coalition has been very busy over the past several weeks helping the community and its members prepare for winter weather and hazards that go along with it. Going back to the end of September, we presented a two-hour class to the community at the Shoreline/Lake Forest Park Senior Center where we also helped coordinate donations and other materials for participants to start building their preparedness kit.

That same week, the CERT and RACES volunteers coordinated with Lake Forest Park Police Department to host a functional exercise practicing interagency cooperation as well as the hard skills of searching a large area for missing persons. This exercise gave NEMCo the opportunity to further test its emergency communications abilities as well as deploy the use of volunteer operated drones to aid in searching for missing persons.

Throughout October, NEMCo continued to partner with the City Woodinville to host another CERT Basic Course that resulted in the course being completed with zero students dropping out and approximately another dozen community members being trained to help prepare for large scale disasters. During this same period, the existing NEMCo CERT members trained on how to fill and deploy sandbags during flooding events, something that is becoming increasingly more common during the winter and early spring.

Lastly, NEMCo recently learned that the IT Infrastructure grant has passed its next level of funding approvals. We also received some new equipment, to include EOC vests and new radios, for the primary Emergency Operations Center, located at Station 51, and are in the process putting it into service.

Smooth Transition: Lake Forest Park Police Department Adopts NORCOM Dispatch Services

The Lake Forest Park Police Department successfully transitioned from Bothell dispatch to NORCOM dispatch on November 1 at 6:00 a.m., marking a significant milestone in the department's history. This changeover was the result of careful planning and seamless collaboration among various agencies, ensuring a smooth transition.

The Lake Forest Park PD, Bothell PD, and NORCOM teams joined forces to make this transition as seamless as possible. The transition day unfolded without a hitch, with calls being answered promptly and officers dispatched efficiently. The police department quickly adapted to the new operational system, showcasing their resilience and dedication to the community's well-being. The transition not only succeeded but also brings enhanced services.

Over the last four months of planning and implementation, training sessions were conducted to ensure that every member of the police department was well-versed in the new procedures. Lake Forest Park's transition to NORCOM dispatch is a testament to the power of careful planning and effective cooperation, ensuring the safety and security of the community for years to come.

II. Internal City Information

Community Development (Planning) has hired a new Assistant Planner, **Elizabeth Talavera**. Elizabeth recently relocated to Washington from California. She brings to the City prior experience working in the public sector as a Community Development Technician and, most recently, an Assistant Planner. Elizabeth is bilingual in Spanish and has a BA in History from the University of California, Riverside, and an MA in Public Administration from California State University, Fullerton.

The Planning Commission will be presented with additional information regarding the Housing Needs Assessment as part of the Comprehensive Plan update at the November 14, 2023, meeting.

Passport Services

During October, we processed 288 passports with 186 photos for a total revenue of \$13,800. We had to adjust our schedule for the first two weeks in November to adjust for one of our agents missing work. We had Wednesday morning open for appointments for the first two weeks. This will help offset some of the holidays in November. We have managed to cut down on the no-shows and cancelations by only opening up appointments for two weeks and cutting down on mail-in renewals (which we don't collect revenue on).

| Month | Passport Revenue | Photo Revenue | Total |
|---------|------------------|---------------|----------|
| October | \$10,080 | \$3,720 | \$13,800 |

Public Records

For October, there were 8 police department record requests made, along with 8 public records requests made. Currently, there are still five open public record requests with three of those from the same requestor. The staff has spent over 25 hours on records requests.

Staff has also started sorting and preparing to scan large plans in an effort to clean up the file room. We have reviewed well over 100 sets of plans.

III. Council Information

IV. Response to Citizen and Council Comments

V. Contract Reporting

Two items were administratively approved during the reporting period: AG-23-061, Professional Services Agreement with Cultural Resource Consultants, LLC for Cultural Resource

Study of Five Acre Woods; and AG-23-067, term extension for Professional Services Agreement with Urban Forestry Service/Bartlett Tree for Certified Arborist Review Support.

VI. Legislative Update

VII. Community Events

VIII. Upcoming City Sponsored Events

IX. Meetings Calendar

[Planning Commission Regular Meeting \(hybrid meeting\)](#)

November 14, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom

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

November 16, 2023, 6:00 PM - 7:30 PM @ City Hall and via Zoom

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

November 28, 2023, 7:00 PM @ City Hall and via Zoom

[Tree Board Special Meeting \(hybrid meeting\)](#)

November 29, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom

[Climate Action Committee Meeting \(hybrid meeting\)](#)

December 5, 2023, 7:00 PM @ City Hall and via Zoom

[Tree Board Meeting \(Hybrid\)](#)

December 6, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom

[Planning Commission Regular Meeting \(hybrid meeting\)](#)

December 12, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom

[North King County Coalition on Homelessness](#)

December 14, 2023, 1:00 PM - 2:30 PM

[City Council Work Session \(hybrid meeting\)](#)

December 14, 2023, 6:00 PM - 7:00 PM @ City Hall and via Zoom

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

December 14, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom