

CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, August 10, 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.cityoflfp.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. <u>Because the City has implemented oral comments</u>, 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.cityoflfp.gov

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

AMENDED

AGENDA

- 1. CALL TO ORDER: 7:00 PM
- 2. PLEDGE OF ALLEGIANCE
- 3. ADOPTION OF AGENDA
- 4. PRESENTATIONS
 - A. AMENDED King County Metro Lynnwood Link Connections

5. PROCLAMATIONS

- A. National Recovery Month September 2023
- B. Childhood Cancer Awareness Month September 2023

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. July 24, 2023 City Council Committee of the Whole Meeting Minutes
- B. July 27, 2023 City Council Regular Meeting Minutes
- C. City Expenditures for the Period Ending August 10, 2023

8. ORDINANCES AND RESOLUTIONS FOR ACTION

- A. Ordinance 23-1274/Amending the 2023 Budgeted Positions and Salary Schedule incorporated in Ordinance No. 1256 adopting the 2023-2024 Biennial Budget.
- B. Resolution 23-1907/Authorizing an Interlocal Agreement with the City of Sunnyside for Jail Services
- C. Resolution 23-1908/Authorizing the Mayor to Sign an Agreement for Consultant Services with SCJ Alliance for the 2024 Periodic Update of the City of Lake Forest Park Comprehensive Plan
- D. Resolution No. 1909/Authorizing the Mayor to sign the First Amendment to the Interlocal Cooperation Agreement with King County regarding the Community Development Block Grant Program

E. Resolution 23-1910/Directing the Administration to prepare a letter to WSDOT and Sound Transit regarding reducing the speed limits on SR522 and SR104 within the city limits

9. COUNCIL DISCUSSION AND ACTION

- A. Letter from Councilmembers to WSDOT and Sound Transit
- B. Moving Dispatch Services from the City of Bothell to the North East King County Regional Public Safety Communication Agency (NORCOM)

10. OTHER BUSINESS

11. COUNCIL COMMITTEE REPORTS

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

12. ADJOURN

FUTURE SCHEDULE

- --Monday, August 14, 2023 City Council Committee of the Whole Special Meeting 6 pm hybrid meeting (Zoom and City Hall)
- --Thursday, August 17, 2023 City Council Budget and Finance Committee Meeting canceled
- --Monday, August 21, 2023 City Council Committee of the Whole Regular Meeting canceled
- --Thursday, August 24, 2023 City Council Regular Meeting canceled
- --Monday, September 4, 2023 City Offices Closed in Observance of Labor Day
- --Thursday, September 14, 2023 City Council Work Session Meeting 6 pm *hybrid meeting (Zoom and City Hall)*
- --Thursday, September 14, 2023 City Council Regular Meeting 7 pm *hybrid meeting (Zoom and City Hall)*
- --Thursday, September 21, 2023 City Council Budget and Finance Committee Meeting 6 pm hybrid meeting (Zoom and City Hall)
- --Monday, September 25, 2023 City Council Committee of the Whole Meeting 6 pm *hybrid meeting* (Zoom and City Hall)
- --Thursday, September 28, 2023 City Council Regular Meeting 7 pm *hybrid meeting (Zoom and City Hall)*

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.

Lynnwood Link Connections

Phase 3, Lake Forest Park City Council August 10, 2023





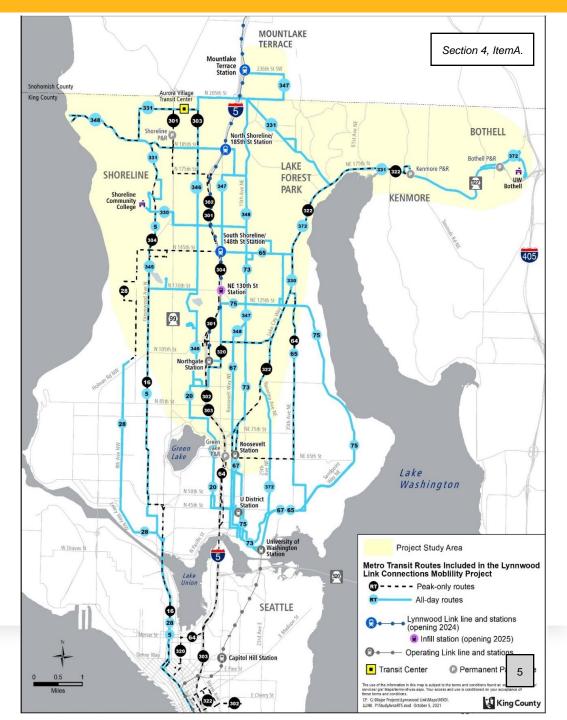


Project Scope

- **Project routes -** 23 Routes (15 All-day and 8 peak-only)
 - All-day Routes: 5, 20, 28, 45, 65, 67, 73, 75, 330, 331, 345, 346, 347, 348, 372
 - Peak-Only Routes: 16X, 64, 301, 302, 303, 304, 320, 322
- Project area Focus area for targeted engagement and equity analysis
- Note: Coordination with Sound Transit on the planning of the 522 corridor







Project Goals

- **1. Improve mobility** for priority populations (as defined by the Mobility Framework), who are an important part of our current and potential customer base.
- 2. Equitably inform, engage, and empower current and potential customers traveling in the project area
- **3. Deliver integrated service** that responds to Link expansion, changes in the transit network, and community needs
- 4. Improve the efficiency, effectiveness, and environmental sustainability of the transit system

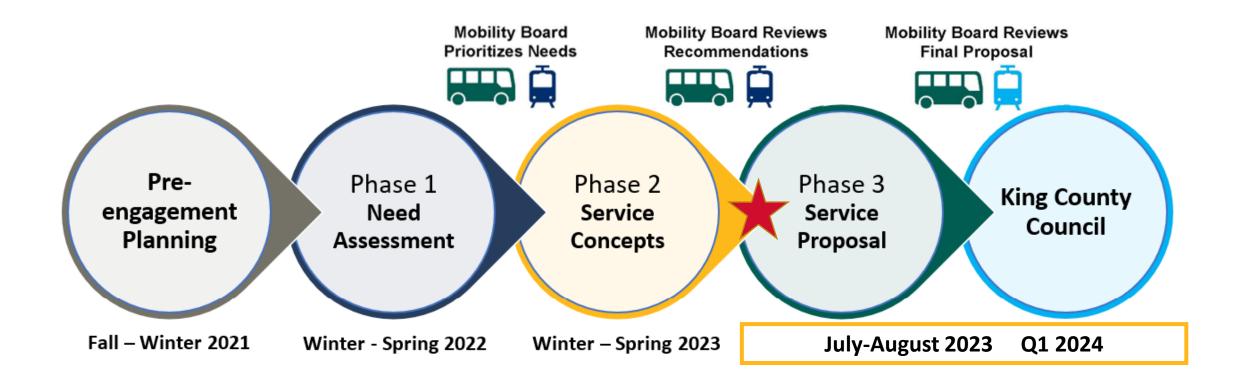
Project goals are consistent with the common restructuring goals in the new Service Guidelines







Engagement Timeline









Phase 3 Service Proposal Highlights

- Continuing to shift toward an allday frequent network that includes more evening and weekend bus service, and less peak-only service.
- Link light rail will provide very frequent north-south service allowing for new and improved east-west bus service that does not exist today.
- Maintaining or improving convenient transit access for Equity Priority Areas and priority populations.







Revised Route 331

Shoreline CC - Aurora Village - MLT - Lake Forest Park- Kenmore - Bothell

- Route extended from Kenmore to Bothell
- Revised to serve new Mountlake Terrace Station
- Runs later into the evening than today (midnight weekdays, 11pm weekends)
- 20-minute peak frequency, 30-minute off peak







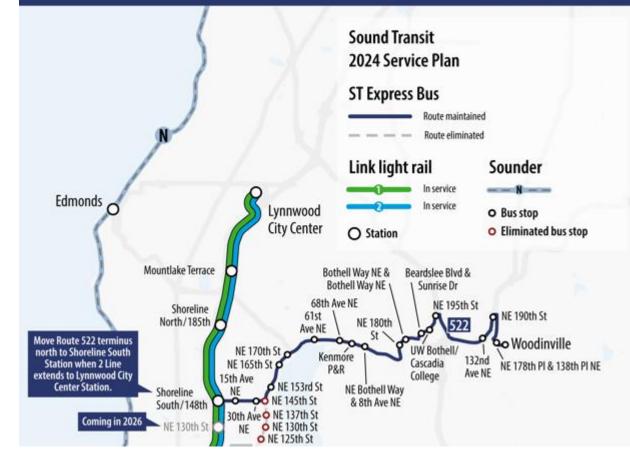


Revised Route 522

- Provides frequent connection to Link light rail
- No changes to current routing until full 2 Line connects to Lynnwood
- When full 2 Line opens, route will connect to Shoreline South/148th Station
- Sound Transit and King County Metro are planning local service for stops south of NE 145th St

Proposed Changes to Route 522

Anticipated 2025









Route 72 replaces Route 372

- New Route 72 provides very frequent service between 145th and UW. All day 10-minute frequency on weekdays.
- 7-day-a-week LFP to UW connection provided by revised Route 522 BRT plus Link at 148th Station, or Route 72 at 145th.
- Improved weekend service (Route 372 does not run north of Lake City on weekends today)
- Change would not happen until Route
 522 revised to serve 148th Station

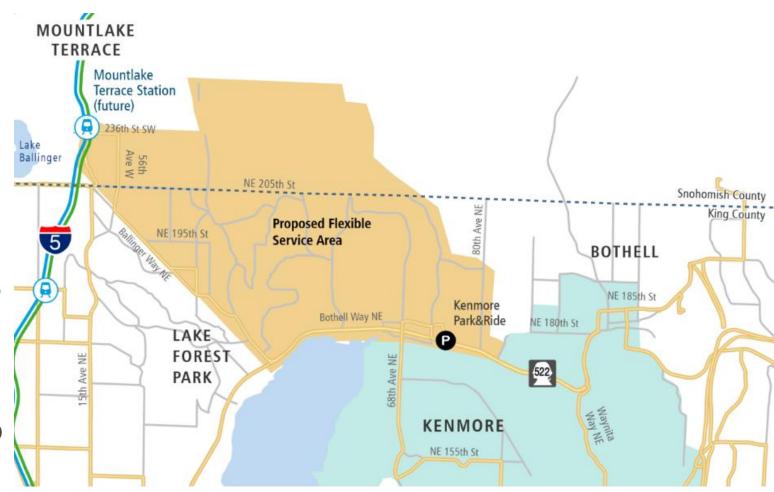






North Kenmore/LFP Metro Flex

- New Metro Flex zone in north Kenmore and Lake Forest Park, and south Mountlake Terrace
- Provides connections to Link, Stride, and local bus service in areas with no current transit
- Overlap area at Kenmore P&R with existing Juanita zone, also enabling connections between the two zones
- Coordinating with Community
 Transit on potential partnership
 for expanded service hours.









Other Metro service in Lake Forest Park

- Route 322 (Kenmore P&R Lake City Northgate First Hill)
- Route 342 (Shoreline –Lake Forest Park Bellevue Renton)
 - Note: East Link Connections plans for additional service on Route 342, turning it into two-way peak service instead of current one way only.







Phase 3 Outreach and Public Engagement







Engagement Activities

Phase 1	Phase 2	Phase 3
Interview CBO stakeholders	Share service concept with the public and stakeholders to gather feedback	Share draft service proposal with the public and stakeholders to gather final feedback
Need assessment survey	Public online survey, general public outreach, community meetings, CBO partner led engagement	Public online survey, general public outreach community meetings, CBO partner led engagement
Recruit Mobility Board and Partner Review Board. Mobility Board co-create service concept and Partner Review Board review and provide feedback	Mobility Board co-create draft service proposal and Partner Review Board review service draft proposal and provide feedback	Finalize service proposal with Mobility Board; Partner Review Board reviews and provides feedback
Jurisdictional meetings	Jurisdictional meetings and council briefings	Jurisdictional meetings and council briefings







General Public Outreach

Activity	
General outreach events	12 events this summer in project area communities
Flyer distribution	Targeting local destinations like libraries, community centers
Communications, Social Media	Raising general awareness of the survey and events
Open Houses	Special events to answer community questions
Outreach at transit and community locations	Engaging riders using our current transit network
Tabling at bases	Ensuring we include our drivers to help build our network
Direct engagement with key communities	Engaging key communities about specific areas of proposal



Community-Based Organization Partners

CBO Paid Partnerships:

- Lake City Collective
- Compass Housing
- Eighteenseeds Inc. / Eco Infinity
- Black Coffee NW

Goals

- Inform and amplify ways to provide feedback
- Emphasis on creating and implementing culturally responsive engagement
- Gather feedback from priority populations
- Report findings









Implementing Engagement Lessons Learned

- Naming all project routes in email alerts, where most people learn about our survey
- Increasing number of bus stop signs by 33% (second-most likely place people learn about our survey!)
- Metro homepage banner for increased visibility (new website feature)
- Further simplifying route sheets
- Shorter survey as we move to Phase 3











We Want to Hear from You!

- Visit: kingcounty.gov/metro/lynnwoodlink
 - Take our survey by August 27
 - Available in:
 - አማርኛ (Amharic), 简体中文 (Simplified Chinese), 繁體中文 (Traditional Chinese), Español (Spanish), 日本語 (Japanese), 한국어(Korean), Русский (Russian), Soomaali (Somali), Tagalog, Tiếng Việt











PROCLAMATION SEPTEMBER 2023 – NATIONAL RECOVERY MONTH

WHEREAS, behavioral health is an essential part of one's overall health and wellness; and

WHEREAS, prevention of mental and substance use disorders works, treatment is effective, and recovery is possible; and

WHEREAS, recovery is a process and that people recover in our local area and around the nation; and

WHEREAS, preventing and overcoming mental and substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, an estimated 400,000 people in King County are affected by these conditions; and

WHEREAS, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, we recognize four dimensions of recovery from mental health and substance use disorders: health, home, purpose, and community; and

WHEREAS, to help more people achieve and sustain recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), King County, and Lake Forest Park invite all residents of to participate in National Recovery Month; and

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

National Recovery Month

in the city of Lake Forest Park and urge all residents to observe this month with appropriate programs, activities, and ceremonies to increase public understanding of addiction as an illness.

IN WITNESS WHEREOF, signed this 10th day of August, 2023.

 Jeff Johnson, Mayor	



PROCLAMATION SEPTEMBER 2023 - CHILDHOOD CANCER AWARENESS MONTH

WHEREAS, childhood cancer is the leading cause of death by disease in children; and

WHEREAS, 1 in 285 children in the United States will be diagnosed by their 20th birthday; and

WHEREAS, there are 43 children per day, or 15,780 children annually, that are diagnosed with cancer as well as approximately 40,000 children on active treatment at any given time; and

WHEREAS, the average age of diagnosis is 6 years old, compared to 66 years for adults' diagnosis and 80% of childhood cancer patients are diagnosed late and with metastatic disease; and

WHEREAS, on average there has been a 0.6 percent increase in incidence per year since the mid 1970s, resulting in an overall incidence increase of 24 percent over the last 40 years; and

WHEREAS, two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening; and

WHEREAS, approximately one half of childhood cancer families rate the associated financial toxicity due to out-of-pocket expenses as considerable to severe; and

WHEREAS, in the last 20 years, only four new drugs have been approved by the FDA to specifically treat childhood cancer; and

WHEREAS, researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer; and

WHEREAS, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure;

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

Childhood Cancer Awareness Month

in the city of Lake Forest Park and urge all residents to join in encouraging young people fighting cancer, honoring young people who have lost their lives to childhood cancer, and expressing gratitude to the doctors and nurses who provide special care to patients and families affected by childhood cancer.

IN WITNESS WHEREOF, signed this 10th day of August, 2023.

Jeff Johnson, Mayor	

COUNCIL COMMITTEE OF THE WHOLE MEETING NOTES 1 2 July 24, 2023 3 6:00 PM 4 5 **Councilmembers present**: Tom French, Deputy Mayor; Phillippa Kassover, Council Vice-Chair; 6 Lorri Bodi (via Zoom), Tracy Furutani, Larry Goldman, John Lebo, Semra Riddle 7 8 Councilmember absent: none 9 10 Staff present: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Jeff Perrigo, Public Works 11 Director; Matt McLean, City Clerk 12 13 Others present: 1 visitor 14 15 **CALL TO ORDER** 16 Deputy Mayor French called the July 24, 2023 Committee of the Whole meeting to order at 17 18 6:00 p.m. 19 20 **Citizen Comments** 21 Deputy Mayor French invited public comments. There was no one in the audience to speak. 22 23 24 **Discussion regarding Police Department Staffing Issues** 25 26 Chief Harden gave a PowerPoint presentation and responded to questions. Council discussion 27 followed. Chief Harden presented an idea to the Council to hire three additional limited-term 28 employees to cover service for the city. 29 30 The consensus of the Council was to move forward with the plan as presented. 31 32 **Continued Discussion regarding Updates to the Governance Manual** 33 34 Deputy Mayor French reviewed updates to the Governance Manual, followed by Council 35 discussion. 36 37 After the final discussion regarding updates to the Governance Manual, Deputy Mayor French 38 informed the Council that a final draft would be brought to the Council for consideration at a 39 future meeting. 40

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CITY OF LAKE FOREST PARK

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Adjournment

There being no further busing the state of t

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8 9 There being no further business, the meeting adjourned at 6:56 p.m.

1011 Matt McLean, City Clerk



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CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING MINUTES July 27, 2023 It is noted this meeting was held in person in the City Council Chambers and remotely via Zoom. Councilmembers present: Tom French, Deputy Mayor; Phillippa Kassover, Lorri Bodi (via Zoom), Tracy Furutani, Larry Goldman, Jon Lebo (arrived 7:08 p.m.), Semra Riddle Councilmembers absent: None Staff present: Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Stephen Bennett, Planning Director; Matt McLean, City Clerk; JoAnne Trudel, Deputy City Clerk Others present: 15 visitors **CALL TO ORDER** Deputy Mayor French called the July 27, 2023 City Council regular meeting to order at 7:00 p.m. **FLAG SALUTE** Boy Scout Troop 348 led the Pledge of Allegiance. **ADOPTION OF AGENDA Cmbr. Kassover moved** to approve the agenda as presented. **Cmbr. Riddle seconded**. The motion to approve the agenda as presented carried unanimously. PROCLAMATION – Recognition of Service – Planning Director Steve Bennett Deputy Mayor French read a proclamation recognizing the public service of Planning Director Steve Bennett. PUBLIC HEARING – Resolution 23-1906/Considering Whether to Take a Position on Veterans, Seniors, and Human Services Levy City Administrator Hill presented the item and responded to questions.

2 3	opposition to the levy. There was no one in the audience to speak.
4 5	Deputy Mayor French opened the public hearing and invited comments from the audience.
6	There was no one in the audience wishing to speak.
8	Deputy Mayor French closed the public hearing.
10 11 12 13	<u>Cmbr. Kassover moved</u> to approve Resolution 23-1906/In Support of King County Proposition No. 1, the Veterans, Seniors, and Human Services Levy. <u>Cmbr. Riddle seconded. The motion to approve Resolution 23-1906, in support of the levy, carried unanimously.</u>
15 16 17	PUBLIC HEARING – Ordinance 23-1272/Interim Development Regulations as Authorized by the Growth Management Act Relating to Retaining Walls
18 19 20	Planning Director Bennett and City Attorney Pratt presented the item and responded to questions.
21	Deputy Mayor French opened the public hearing and invited comments from the audience.
23 24	The following members of the audience shared comments with the Council:
25 26 27	 Kristin Ellison Oslin, LFP resident Stephanie Angelis, LFP resident
28 29 30	There being no one else in the audience wishing to speak, Deputy Mayor French closed the public hearing.
31 32 33	Planning Director Bennett and City Attorney Pratt addressed questions presented during public comments and from Council.
34 35 36	ORDINANCE 23-1273/Creating Chapter 12.50 of the Lake Forest Park Municipal Code, Retaining Walls
37 38	Cmbr. Lebo noted he would recuse himself from this item.
39 40 41	Planning Director Bennett and City Attorney Pratt presented the item and responded to questions.
42 43	<u>Cmbr. Kassover moved</u> to amend Ordinance 23-1273 as follows: 12.50.020 section 6 option A by striking the word "should" and insert "the community would benefit from

1 the inclusion of the assessment". Cmbr. Furtunai seconded. Following discussion, the 2 motion to amend Ordinance 23-1273 as recorded above failed for lack of a majority, 3 with Cmbrs. Kassover, Furutani, and Goldman voting aye and Cmbrs. Riddle and Bodi 4 and Deputy Mayor French voting nay, with Cmbr. Lebo recused. 5 6 Cmbr. Riddle moved to amend Ordinance 23-1273 as follows: add an i. under 12.50.010 7 purpose and intent that replicates the definitions of "shall" and "should" as listed under 8 the retaining wall standards language. Cmbr. Goldman seconded. Following discussion, 9 the motion to amend Ordinance 23-1273 as recorded above carried unanimously, with 10 Cmbr. Lebo recused. 11 12 Cmbr. Bodi moved to amend Ordinance 23-1273 as follows: under 12.50.010 c. requires 13 aesthetic and other design features that mitigate these wall impacts and reflect the 14 community environment as adopted in the wall design guidelines; in 12.50.010 b. 15 recognize that retaining walls can be built from different materials to achieve the 16 strength required and achieve mitigation and aesthetic goals; in 12.50.010 b. 3. Notices 17 shall be sent to owners within 500 feet of the project as well as the Planning 18 Commission and the Tree Board; and under the same section, the public works director 19 shall take into account long-term maintenance requirements, constructability, and 20 recommendations on the same from applicants, engineers, and independent third-party 21 engineers. Cmbr. Kassover seconded. Following discussion, the motion to amend 22 Ordinance 23-1273 as recorded above, carried unanimously, with Cmbr. Riddle voting 23 nay and Cmbr. Lebo recused. 24 25 Cmbr. Riddle moved to amend Ordinance 23-1273 as follows: Option A as written in the 26 draft ordinance. Deputy Mayor French seconded. Following discussion, the motion to 27 amend Ordinance 23-1273 as recorded above carried unanimously, with Cmbr. Lebo 28 recused. 29 30 Cmbr. Furutani moved to amend Ordinance 23-1273 as follows: move to change the 31 language on 12.50.020 d. title from "Aesthetic Design" to "Retaining Wall Design." 32 Cmbr. Riddle seconded. Following discussion, the motion to amend Ordinance 23-1273 33 as recorded above carried unanimously, with Cmbr. Lebo recused. 34 35 Cmbr. Kassover moved to amend the retaining wall design guidelines for Ordinance 23-36 1273 as follows: the revised guidelines as proposed. **Cmbr. Goldman seconded.** 37 Following discussion, the motion to amend Ordinance 23-1273 as recorded above 38 carried unanimously, with Cmbr. Lebo recused. 39 40 Cmbr. Kassover moved to approve as amended Ordinance 23-1273/Creating Chapter 41 12.50 of the Lake Forest Park Municipal Code, Retaining Walls. Cmbr. Riddle seconded. 42 The motion to approve Ordinance 23-1273 as amended carried unanimously, with 43 Cmbr. Lebo recused.

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2	CITIZEN COMMENTS
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4	Deputy Mayor French invited comments from the audience:
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6	 Tyler Dittman, attending with members of Boy Scout
7	citizenship in the community merit badge)
8	, , , , , , , , , , , , , , , , , , ,
9	CONSENT CALENDAR
10	
11	Cmbr. Riddle moved to approve the consent calenda
12	seconded. The motion to approve the consent calend
13	<u>unanimously.</u>
14	
15	1. July 13, 2023 City Council Special Work Session Minu
16	2. July 13, 2023 City Council Regular Meeting Minutes
17	Approval of City Expenditures for the Period Ending J
18	Check Nos. 85123 through 85189, in the amount of \$
19	transactions in the amount of \$171,577.79; and direc
20	amount of \$172,802.94; additional approved transac
21	Nexis, \$132.60; US Bank, \$31,977.21; Wells Fargo, \$1
22	approved Claims Fund transactions \$487,508.49
23	
24	POSSIBLE PURCHASE OF RIFLES FOR THE POLICE DEPARTME
25	
26	Police Chief Harden presented the item and responded to qu
27	
28	<u>Cmbr. Kassover moved</u> to approve suspend the three
29	Mayor French seconded. The motion to suspend the
30 31	<u>unanimously.</u>
32	Cmbr. Kassover moved to authorize the purchase of
33	Deputy Mayor French seconded. The motion to appr
33 34	peputy Mayor French seconded. The motion to appr unanimously.
35	ananimousiy.

with members of Boy Scout Troop No. 348 (troop is working on unity merit badge)

approve the consent calendar presented. **Cmbr. Goldman** o approve the consent calendar as presented carried

- il Special Work Session Minutes
- il Regular Meeting Minutes
- itures for the Period Ending July 27, 2023, covering Claims Fund gh 85189, in the amount of \$267,380.12; Payroll Fund ACH unt of \$171,577.79; and direct deposit transactions in the additional approved transactions are Elavon, \$995.75; Lexis , \$31,977.21; Wells Fargo, \$15,378.53; Wex Bank, \$66.49; total ansactions \$487,508.49

FOR THE POLICE DEPARTMENT

he item and responded to questions.

to approve suspend the three-touch rule for this item. **Deputy** . The motion to suspend the three-touch rule carried

to authorize the purchase of 21 rifles for the Police Department. econded. The motion to approve the purchase carried

COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS

Councilmembers reported on meetings they attended. City Administrator Hill gave a brief report.

39 40 41

36 37 38

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:50 p.m.

7 Tom French, Deputy Mayor

Matt McLean, City Clerk



City of Lake Forest Park SORTED TRANSACTION CHECK REGISTER 8/10/2023

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. 85190 through 85239 in the amount of \$424,786.52, PAYROLL FUND ACH transactions in the amount of \$157,229.10 and DIRECT DEPOSIT transactions in the amount of \$166,510.16 are approved for payment this 10th day of August, 2023.

Additional approved transactions are:

Total approved claim fund transactions: \$588,157.45

ACH transaction Washington State Excise Tax in the amount of \$6,141.83

City Clerk	 Mayor	
	Finance Committee	

Section 7, ItemC.

LAKE FOREST AND

Accounts Payable

Voucher Approval Document

User:

dmeagher

Printed:

08/03/2023 - 1:53PM

Batch:

00010.08.2023

CLAIM VOUCHER CITY OF LAKE FOREST PARK 17425 BALLINGER WAY NE

LAKE FOREST PARK, WASHINGTON 98155

CERTIFICATION

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

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

Fund	Description	Amount
001	General Fund	87,492.39
101	Street Fund	5,585.64
107	ARPA Fiscal Recovery Fund	50,510.41
302	Transportation Capital Fund	27,544.99
401	Sewer Utility Fund	225,279.30
403	Surface Water Fund	28,185.90
404	Surface Water Capital Fund	3,715.62
407	PWTF Repayment Fund	105.74
631	Treasurer's Clearing Fund	61.92

Report Total:

428,481.91

Accounts Payable

Voucher Approval Document

User:

dmeagher

Printed:

08/01/2023 - 1:55PM

Batch:

00003.08.2023

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

CERTIFICATION

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

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

Fund	Description		Amount
001	General Fund		2,446.44
		Report Total:	2,446.44

Section 7, ItemC.

Section 7, ItemC.

Bank Reconciliation

Checks by Date

User:

dmeagher

Printed:

08/03/2023 - 2:07PM

Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	8/10/2023	State of Washington	C C	AP		6,141.83
85191	8/10/2023	American Highway Proc	lucts, Ltd	AP		196.79
85192	8/10/2023	Association of Washingt	on Cities	AP		16,500.00
85193	8/10/2023	Brown Bear Car Wash		AP		12.00
85194	8/10/2023	Century Link		AP		140.55
85195	8/10/2023	Code 4, LLC		AP		596.14
85196	8/10/2023	James Santerelli Enterpr	ises	AP		80.00
85197	8/10/2023	Consor North America, l	Inc.	AP		22,282.50
85198	8/10/2023	Washington Criminal Ju-	stice Training C	AP		300.00
85199	8/10/2023	Katherine DiLorenzo		AP		100.00
85200	8/10/2023	Gordon Thomas Honeyv	vell Gov't. Affa:	AP		3,150.00
85201	8/10/2023	Hopelink		AP		38,872.00
85202	8/10/2023	Cassandra Howard		AP		121.00
85203	8/10/2023	Tasha Johnsen		AP		50.00
85204	8/10/2023	King County Finance &	Business	AP		216,881.82
85205	8/10/2023	King County Sheriff's O	ffice	AP		20,011.00
85206	8/10/2023	LaMotte Company		AP		93.65
85207	8/10/2023	35 and 104, LLC		AP		11,638.41
85208	8/10/2023	Zoom Seattle LLC/Zoon	n Drain	AP		80.00
85209	8/10/2023	Navia Benefit Solutions		AP		182.00
85210	8/10/2023	Northshore Utility Distri	iet	AP		1,521.62
85211	8/10/2023	Office Depot, Inc.		AP		273.72
85212	8/10/2023	PACE Engineers, Inc.		AP		2,249.00
85213	8/10/2023	Parametrix, Inc		AP		884.15
85214	8/10/2023	Pat's Trees & Landscape	Inc.	AP		8,782.66
85215	8/10/2023	Pitney Bowes Global Fir	nancial Svcs.	AP		584.38
85216	8/10/2023	Rich Marketing LLC		AP		1,000.00
85217	8/10/2023	Sarah Roberts		AP		8,351.74
85218	8/10/2023	Seattle Paddleboard Adv	rentures, LLC	AP		50.00
85219	8/10/2023	Stewart MacNichols Har	rmell, Inc., P.S.	AP		7,500.00
85220	8/10/2023	Snohomish Co Sheriff's	Office -	AP		39,460.57
85221	8/10/2023	Symbol Arts, LLC	-	AP		-143.26
-852-22	8/10/2023	Transportation Solutions	Inc	AP		1-1,862.97
85223	8/10/2023	Kara and Michael Pierre		AP	The second secon	132.78
85224	8/10/2023	John Slattery		AP_		94.74
85225	8/10/2023	Russ Berkman		AP		154.50
85226	8/10/2023	Adam Neer		AP		1.50
85227 -	8/10/2023	Dennis Boyd	The second secon	AP		36.45
85228	8/10/2023	1308 Legacy, LLC		AP		17.30
85229	8/10/2023	Laura Avila		AP		182.33
85230	8/10/2023	Scott Tymczyszyn		AP		7.50
85231	8/10/2023	Joseph Hoff		AP		71.29
85232	8/10/2023	Morgan Finn		AP		154.50
85233	8/10/2023	Jeff and Katie Markham		AP		154.50
85234	8/10/2023	Tom Byron		AP		154.50
85235	8/10/2023	Caprial and John Pence		AP		119.52

Check No	Check Date	Name	Comment	Module	Clear Date	Section 7, ItemC.
85236	8/10/2023	The FA Bartlett Tree Expert Compa	any	AP		370.00
85237	8/10/2023	Washington State Department of Ed		AP		6,076.00
85238	8/10/2023	Westlake Hardware WA-153		AP		520.74
85239	8/10/2023	Eduardo Zaldibar		AP		140.00
				Total (Check Count:	50
				Total (Check Amount:	428,481.91

Bank Reconciliation

Checks by Date

User:

dmeagher

Printed:

08/03/2023 - 2:47PM

Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
85190	8/3/2023	Everett Office Furniture	10	AP		2,446.44
				Total (Theck Count:	1
				Total C	Check Amount:	2,446.44

Accounts Payable

Checks by Date - Summary by Check Date

User:

tandrus@cityoflfp.gov

Printed:

7/27/2023 11:12 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	07/24/2023	33,385.99
ACH	NAVIA	Navia Benefit Solutions, Inc.	07/24/2023	7,175.16
ACH	NAVIAFSA	Navia - FSA	07/24/2023	326.27
ACH	PFLTRUST	LFP PFL Trust Account	07/24/2023	1,935.29
ACH	TEAMDR	National D.R.I.V.E.	07/24/2023	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	07/24/2023	1,015.76
ACH	WASUPREG	Washington State Support Registry	07/24/2023	180.00
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM.	07/24/2023	7,082.99
ACH	ZAWC	AWC	07/24/2023	1,381.06
ACH	ZEMPSEC	Employment Security Dept.	07/24/2023	482.72
ACH	ZEMPWACA	Wa.Cares Tax	07/24/2023	746.95
ACH	ZGUILD	LFP Employee Guild	07/24/2023	875.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM.	07/24/2023	30,781.00
ACH	ZL&I	Washington State Department of Labor & Is	07/24/2023	5,015.49
ACH	ZLEOFF	Law Enforcement Retirement	07/24/2023	13,450.69
ACH	ZLFPIRS	Lake Forest Park/IRS	07/24/2023	31,204.53
ACH	ZPERS	Public Employees Retirement	07/24/2023	21,699.70
ACH	ZTEAM	Teamsters Local Union #117	07/24/2023	203.61
ACH	ZWATWT	Washington Teamsters Welfare Trust	07/24/2023	282.44
			Total for 7/24/2023:	157,229.10
	157,229.10			

Section 7, ItemC.

Bank Reconciliation

Checks by Date

User:

dmeagher

Printed:

07/28/2023 - 12:19PM

Cleared and Not Cleared Checks



				REGULATION AND THE A		
Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	7/21/2023		DD 00523.07.2023	PR		166,510.16
				Total Check Count:		1
				Total C	Check Amount:	166,510.16



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date August 10, 2023

Originating Department Police Department

Contact Person Mike Harden, Police Chief

Title Ordinance 23-1274/Amending the 2023 Budgeted Positions and Salary

Schedule incorporated in Ordinance No. 1256 adopting the 2023-2024

Biennial Budget.

Legislative History

First Presentation:
 July 24, 2023 - Committee of the Whole

Second Presentation/Action
 August 10, 2023 - Regular Meeting

Attachments:

- 1. Ordinance 23-1274
- 2. Exhibit A Adopted Salary Schedule and Amended Salary Schedule

Executive Summary

At the July 24, 2023, Committee of the Whole meeting, staff requested direction from the Council regarding the need to hire three additional limited term Police Officers. The consensus of the Council was to move forward with the hiring of three additional officers in order to continue to provide the same level of service for the citizens of Lake Forest Park. In order to do that, the 2023-2024 Budgeted Positions and Salary Schedule needs to be amended.

Background

The police department currently operates with 23 Full Time Employees (FTEs), of which 21 are commissioned officers. There are two open positions for police officers, and a new recruit was hired on May 1st but will only attend the academy in December. This recruit will start working as a solo officer on the road around August 2024. Additionally, a Sergeant recently resigned on July 15th, but they have been reassigned to administrative duties until May 2024 to focus on staffing and re-accreditation for 2024. This leaves one more open FTE and a Sergeant position to fill, resulting in four positions that are not deployed on the road, reducing the patrol to 11 deployable elements. Furthermore, there are

officers out due to injury and paternity leave. Retirements are another major concern, with six commissioned officers currently eligible to retire, including those in leadership roles from Sergeant to Chief. Additionally, seven commissioned officers will be eligible to retire within the next three years, which means approximately one-third of the police department will be eligible to retire in that timeframe. The hiring process has been challenging, with numerous applicants going through oral boards and background checks. Unfortunately, many applicants did not pass these stages, significantly prolonging the process. Only one applicant has been successfully hired, and a few laterals and potential good hires remain on the civil service list. To address these staffing challenges and prepare for expected changes in the coming years, the city requests authorization to over-hire by +3 positions from the budgeted 23 FTEs. These additional Limited Term Employees (LTEs) will allow the department to navigate the extensive hiring and training process more effectively. Newly hired employees will undergo a one-year probationary period to ensure their long-term success within the department. As officers leave due to retirement or other departments, these LTEs will fill in the currently approved budgeted positions. By over-hiring, the department can open opportunities for promising candidates who may need to rank higher on the civil service list. It also provides backup options in case some applicants fail to pass backgrounds, fail to fit into police work or struggle during the basic academy or field training program. Over-hiring has been a successful practice in the past for the police department and is commonly employed in the private sector. It helps maintain the department's health and culture while preparing for the arrival of new police officers. Considering the projected retirements, current staffing levels, and sustainability projections, approving the authority to exceed the current budget by up to +3 positions is essential to address the existing gaps and build a strong team for the future. Taking action now will allow the department to maintain its effectiveness, culture, and training standards as it moves into a new era of policing.

With the option to hire three additional LTEs, the Police Department will be able to maintain the level of service that the citizens have expected from the Police Department.

Fiscal & Policy Implications

The average cost of employing a patrol officer, including benefits, ranges from \$150,000 to \$180,000. Considering the plan to over-hire three additional officers, the total request for the salary fund would be a maximum of \$540,000 over the budget. However, this amount will vary over time due to the dynamic nature of staffing. As new officers are hired and receive their salaries, there may be periods when some officers leave, resulting in salary savings during the times when these three additional positions still need to be staffed.

The chart below shows the current positions with the proposed new positions highlighted:

Police							
Police Chief	1.00						15,129
Lieutenant	2.00	8,316	8,871	9,425	9,979	10,534	11,898
Sergeant 2	4.00						9,475
Sergeant 1	0.00						9,002
Police Officer	9.00	6,409	6,916	7,467	8,009		
Limited Term Police Officer	3.00	6,409	6,916	7,467	8,009		
Detective	2.00	7,050	7,608	8,213	8,810		
Traffic	1.00	6,730	7,262	7,840	8,409		
K-9	1.00	6,730	7,262	7,840	8,409		
Support Services Officer	1.00	5,093	5,457	5,820	6,193		
Records Specialist	2.00	4,914	5,089	5,264	5,436	5,609	5,784
Domestic Violence Advocate	0.35	4,823	5,145	5,466	5,788	6,110	6,431
	26.35						

Alternatives

Options	Results
Adopt Ordinance No. 23-1274	Provide the option to hire three LTE; the Police Department will be able to maintain the level of service that the citizens have expected from the Police Department.
Do not adopt Ordinance No. 23-1274	Three LTE will not be hired.

Staff Recommendation

Adopt Ordinance No. 23-1274, amending the 2023 Budgeted Positions and Salary Schedule that was incorporated into Ordinance No. 1256, adopting the 2023-2024 biennial budget.

ORDINANCE NO. 23-1274

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING THE 2023 BUDGETED POSITIONS AND SALARY SCHEDULE INCORPORATED IN ORDINANCE 1256 ADOPTING THE 2023-2024 BIENNIAL BUDGET; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, State law, Chapter 35A.34 RCW provides for the biennial adoption of the City's budget and provides procedures for filing of the proposed budget, deliberations, public hearings, final fixing, and any subsequent adjustments to the budget; and

WHEREAS, a budget for the 2023-2024 biennium has been adopted by ordinance and the adopted 'budget package' includes budgeted positions and a salary schedule; and

WHEREAS, the City's Financial Policies require that all employment positions, regular, full-time, part-time, limited-term, temporary or otherwise, are included on the adopted budgeted positions and salary schedule; and

WHEREAS, to maintain proper service levels in the Police Department, there is a need to hire three additional limited term Police Officers

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

<u>Section 1. SALARY SCHEDULE AMENDMENT AUTHORIZED</u>. The 2023 Budgeted Positions and Salary Schedule is revised as shown in Exhibit A attached hereto.

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

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

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 10th day of August 2023.

	APPROVED:
	Jeff Johnson Mayor
ATTEST/AUTHENTICATED:	
Matt McLean City Clerk	
APPROVED AS TO FORM:	
Kim Adams Pratt City Attorney	
Introduced: Adopted: Posted: Published:	
Effective:	

2023 Budgeted Positions and Salary Schedule Amended

Amounts on this schedule are monthly

Amended per Police Guild Memorandum of Agreement, including Lieutenants effective 6/1/23

Amended per Teamsters Contract Agreement adopted 6/8/23

Amended FTE for Police Officers (3 additional limited term Police Officers highlighted)

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Legislative							
Councilmembers	7.00						600
Executive	0.50						0.000
Mayor	0.50						3,000
City Administrator	1.00						16,509
Human Resources Director	1.00	7,905	8,432	8,959	9,486	10,013	10,540
	2.50						
Judicial	0.00						10.004
Municipal Court Judge	0.60						16,604
Court Administrator	1.00	6,957	7,421	7,885	8,349	8,813	9,277
Court Clerk	2.50	4,377	4,669	4,961	5,252	5,544	5,836
Probation Officer	0.20	5,585	5,957	6,330	6,702	7,074	7,447
Pro-tem Judges		\$65 per h	our				
	4.30						
Municipal							
City Clerk	1.00	7,009	7,475	7,943	8,411	8,878	9,345
Deputy City Clerk	1.00	5,683	6,061	6,440	6,819	7,198	7,577
Records Mgmt. & Office Support	0.85	4,262	4,546	4,830	5,114	5,398	5,683
Receptionist / Office Clerk	1.00	4,130	4,406	4,682	4,957	5,233	5,507
Passport Clerk	1.00	3,698	3,944	4,190	4,438	4,684	4,930
	4.85						
Finance							
Finance Director	1.00	9,483	10,115	10,747	11,379	12,012	12,643
Accounting Supervisor	1.00	6,665	7,109	7,553	7,998	8,442	8,886
Finance Specialist	2.00	4,906	5,233	5,560	5,887	6,214	6,541
Information System Manager	1.00	8,157	8,700	9,244	9,788	10,332	10,876
Accounting Clerk	0.60	4,342	4,632	4,921	5,210	5,500	5,789
	5.60						
Planning							
Planning Director	1.00	9,133	9,742	10,350	10,960	11,569	12,177
Senior Planner	1.00	6,688	7,135	7,580	8,026	8,471	8,918
Assistant Planner	1.00	5,065	5,402	5,740	6,078	6,415	6,753
Arborist	0.75						7,802
	3.75						
Building							
Building Official	1.00	7,176	7,654	8,132	8,611	9,089	9,568
Permit Technician	0.75	4,586	4,891	5,197	5,502	5,808	6,113
-	1.75						
Emergency Management							
Emergency Manager	1.00	7,848	8,062	8,276	8,490	8,704	8,918
-	1.00						

Police							
Police Chief	1.00						15,129
Lieutenant	2.00	8,316	8,871	9,425	9,979	10,534	11,898
Sergeant 2	4.00						9,475
Sergeant 1	0.00						9,002
Police Officer	9.00	6,409	6,916	7,467	8,009		
Limited Term Police Officer	3.00	6,409	6,916	7,467	8,009		
Detective	2.00	7,050	7,608	8,213	8,810		
Traffic	1.00	6,730	7,262	7,840	8,409		
K-9	1.00	6,730	7,262	7,840	8,409		
Support Services Officer	1.00	5,093	5,457	5,820	6,193		
Records Specialist	2.00	4,914	5,089	5,264	5,436	5,609	5,784
Domestic Violence Advocate	0.35	4,823	5,145	5,466	5,788	6,110	6,431
	26.35						
Public Works (Streets, Surface Water, Sev			-				
Public Works Director	1.00	10,683	11,003	11,691	12,378	13,066	13,754
Senior Project Manager	1.00	7,500	7,912	8,407	8,902	9,397	9,891
Project Manager	1.00	6,461	6,892	7,322	7,753	8,184	8,614
Public Works Superintendent	1.00	6,077	6,483	6,887	7,292	7,698	8,102
Environmental & Sustainability Specialist	1.00	5,746	6,129	6,512	6,896	7,279	7,662
PW Admin. Assistant	0.50	4,534	4,836	5,137	5,441	5,742	6,044
Lead Maintenance Worker	2.00	6,085	6,300	6,514	6,729	6,944	7,159
Maintenance Worker	4.00	5,660	5,860	6,060	6,260	6,460	6,659
Seasonal Maintenance Worker	1.00	Season	al up to 1.	0 FTE at M	larket Rate)	
_	12.50						

Total Positions in Budget 62.60



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date August 10, 2023

Originating Department Police Department

Contact Person Mike Harden, Chief of Police

Title Resolution 23-1907/Authorizing an Interlocal Agreement with the City of

Sunnyside for Jail Services

Legislative History

First Presentation August 10, 2023

Attachments:

- Resolution 23-1907/Authorizing an Interlocal Agreement with the City of Sunnyside for Jail Services
- 2. Attachment 1 The Interlocal Agreement Between the City of Sunnyside and the City of Lake Forest Park for Jail Services

Executive Summary

On December 31st, 2022, the City of Yakima decided to terminate the Interlocal Agreement (ILA) that provided long-term housing for inmates from Lake Forest Park Municipal Court. As a result, the City had to rely on the jail facilities in King County and Snohomish County for extended detention services, which led to a rise in costs. Fortunately, the City of Sunnyside stepped forward and offered its long-term jail services to Lake Forest Park. After careful consideration, the City's staff found this offer to be favorable. To proceed with utilizing Sunnyside's services, an Interlocal Agreement will need to be entered into between the two municipalities.

Background

Key terms in the ILA with Sunnyside include the following:

- \$60 per day, per inmate, including transportation to Sunnyside;
- Termination for no cause by either party on 90 days' notice;

- Termination by the City if the City Council does not approve funds for the ILA;
- Termination by Sunnyside on 7 days' notice if the City fails to cure a breach after notice of same, there is no reciprocal ability for the City to terminate for breach;
- Sunnyside may give the City 36 hours' notice to remove an inmate at the City's expense;
- Sunnyside may refuse to accept an inmate if Sunnyside does not have capacity or the inmate's illness or injury could adversely affect jail operations.

Fiscal & Policy Implications

The City must have jail services to book in-custodies. The 2023 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 \$60.00

Since October of 2022, the jail costs have been substantially higher. The average monthly bill with Snohomish County (the lesser cost than King County) is \$20,000. Over the last few months, that cost has risen to \$40,000.

Using Sunnyside Jail will have a major impact in reducing those expenditures.

Alternatives

Options	Results
Not use Sunnyside Jail Services.	Continue to have high costs using KC and SnoCty Jails.
Use SCORE Jail in Des Moines	Continue to have increased rates and longer transport times (time, gas, mileage).
Approve the ILA	The City will use Sunnyside jail services.

Staff Recommendation

Approval of Resolution 23-1907.

RESOLUTION NO. 23-1907

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON AUTHORIZING THE MAYOR TO SIGN AN 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 wishes to enter into an interlocal agreement with the City of Sunnyside to provide the City the option of using Sunnyside's jail facilities through 2024; and

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

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

<u>Section 2. CORRECTIONS.</u> The City Clerk is authorized to make necessary corrections to this resolution, including, but not limited to, the correction of scrivener's/clerical errors, references, 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 August 10, 2023.

	APPROVED:
	Jeff Johnson Mayor
ATTEST/AUTHENTICATED:	
Matt McLean, City Clerk	

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

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 ______, 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. <u>GOVERNING LAW</u>. 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. <u>DURATION</u>. This Agreement shall enter into full force and effect from the date of execution and end <u>December 31, 2023</u>, 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) <u>Termination for Breach</u>. 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. <u>MAILING ADDRESSES</u>. 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

Address Billing: email

Primary Contact Person: Name, Title

Phone, <u>email</u>

Secondary Contact: Name, Title

Phone, email

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

- 5. <u>DEFINITIONS</u>. The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:
- (a) <u>Day</u>. A twenty-four-hour-long unit of time commencing at 00:00:00 a.m., and ending 23:59:59 p.m.
- (b) <u>Inmate Classifications</u> 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) <u>Billing and Payment</u>. 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) <u>Transportation.</u> Transportation of inmates is included in the cost and is provided by Sunnyside Corrections.
- 7. <u>RIGHT OF INSPECTION</u>. 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. <u>FURLOUGHS, PASSES, AND WORK RELEASE</u>. 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. <u>INMATE ACCOUNTS</u>. 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 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. <u>INMATE PROPERTY</u>. 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. 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. <u>MEDICAL SERVICES</u>.

- (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. <u>DISCIPLINE</u>. 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. <u>ESCAPES</u>. 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. <u>DEATH OF AN INMATE</u>.

- (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. <u>RETAKING OF INMATES</u>. 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 <u>SUNNYSIDE HOLD HARMLESS AND INDEMNIFICATION</u>. 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 <u>LAKE FOREST PARK HOLD HARMLESS AND INDEMNIFICATION</u>. 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. <u>INDEPENDENT CONTRACTOR</u>. 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) <u>Severability</u>. 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) <u>Dispute Resolution</u>. 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) <u>Waiver of Breach</u>. 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) <u>Savings Clause</u>. 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) <u>Filing</u>. 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. <u>INTERPRETATION</u>. 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. <u>INTERLOCAL COOPERATIVE ACT PROVISIONS</u> 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. <u>ENTIRE AGREEMENT</u>. 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	THE CITY OF LAKE FOREST PARK				
By: Elizabeth Alba, City Manager	By: Jeff Johnson, Mayor				
ATTEST:	ATTEST:				
Jacqueline Renteria, City Clerk	Matthew McLean, City Clerk				
APPROVED AS TO FORM:	APPROVED AS TO FORM:				
Kerr Law Group, PLLC,	Kim Adams Pratt, City Attorney				
Attorneys for the City of Sunnyside					

STATE OF WASHINGTON)
COUNTY OF YAKIMA) ss.)
City of Sunnyside, to be known t within and foregoing instrument,	beared before me Elizabeth Alba, City Manager, of the beared before me Elizabeth Alba, City Manager, of the beared the individual described in and who executed the and acknowledged that he signed the same as his free e uses and purposes therein mentioned.
GIVEN under my hand and	I official seal this day of, 20
Residi	RY PUBLIC in and for the State of Washington ng at:mmission Expires:
STATE OF WASHINGTON COUNTY OF KING))ss.)
Lake Forest Park, to be known to within and foregoing instrument, a	peared before me Jeff Johnson, Mayor, of the City of be the individual described in and who executed the and acknowledged that he signed the same as his free e uses and purposes therein mentioned.
GIVEN under my hand and	I official seal this day of, 20
Residi	RY PUBLIC in and for the State of Washington ng at:



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date August 10, 2023

Originating Department Planning

Contact Person Phillip Hill, City Administrator

Title Resolution No. 23-1908: Authorizing the Mayor to Sign an Agreement for

Consultant Services with SCJ Alliance for the 2024 Periodic Update of

the City of Lake Forest Park Comprehensive Plan

Legislative History

First Presentation/Possible Action – August 10, 2023

Attachments:

- Resolution No. 23-1908: Authorizing the Mayor to Sign an Agreement for Consultant Services with SCJ Alliance for the 2024 Periodic Update of the City of Lake Forest Park Comprehensive Plan.
- 2. Professional Services Agreement for Consultant Services with SCJ Alliance for the 2024 periodic update to the Comprehensive Plan
- 3. Fee and Schedule for Consultant Services with SCJ Alliance for the 2024 Periodic Update of the City of Lake Forest Park Comprehensive Plan.
- 4. SCJ Alliance Statement of Qualifications

Executive Summary

In May 2023, City staff solicited for consultant Statement of Qualifications (SOQ's) for the 2024 Periodic Update of the City of Lake Forest Park's Comprehensive Plan. The selection committee comprised Planning Commission Chair Larson, Commissioner Alvarez, Councilmember Furutani, Director Bennett, and Administrator Hill. The consensus of the group was to recommend SCJ Alliance to the Mayor and Council for these services. City staff recommends a contract with SCJ Alliance to complete the 2024 Periodic Update of the City of Lake Forest Park Comprehensive Plan. The total contract for the work is \$219,902.00, supported by the 2023-24 Adopted Budget, Planning Department Professional Services.

Background

Cities and counties fully planning under RCW 36.70A.040 must complete a periodic update for their entire comprehensive plan and development regulations, including those related to critical areas and natural resource lands. Periodic updates must be done every eight years; however, this is set to change to every 10 years after the current cycle. The map below shows when the next periodic updates are due in each Washington county.



Fiscal & Policy Implications

The City's adopted budget includes the 2024 Periodic Update of the City of Lake Forest Park Comprehensive Plan. The budget for this project is \$219,902.00 and is supported by the 2023-24 Adopted Budget, Planning Department Professional Services.

Alternatives

<u>Options</u>	Results
 Authorize the Mayor to sign the agreement for consultant services with SCJ Alliance. 	The consultant will work with the city to complete the 2024 Periodic Update of the City of Lake Forest Park Comprehensive Plan prior to the December 2024 deadline.
Do not authorize the Mayor to sign the agreement for consultant services with SCJ Alliance.	The city will not contract with the consultant to complete the 2024 Periodic Update of the City of Lake Forest Park Comprehensive Plan prior to the December 2024 deadline.

Staff Recommendation

Due to the short time frame to complete the update, staff recommends suspending the three-touch rule and passing Resolution No. 23-1908 authorizing the Mayor to sign an Agreement for Consultant Services with SCJ Alliance to complete the 2024 Periodic Update of the City of Lake Forest Park Comprehensive Plan prior to the December 2024 deadline.

RESOLUTION NO. 23-1908

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR CONSULTANT SERVICES WITH SCJ ALLIANCE FOR THE 2024 PERIODIC UPDATE OF THE CITY OF LAKE FOREST COMPREHENSIVE PLAN

WHEREAS, Cities and counties fully planning under RCW 36.70A.040 must complete a periodic update for their entire comprehensive plan and development regulations, including those related to critical areas and natural resource lands; and

WHEREAS, Periodic updates are required to be done every eight years; however, this is set to change to every 10 years after the current cycle; and

WHEREAS, City staff solicited for consultant Statement of Qualifications (SOQ's) for the 2024 Periodic Update of the City of Lake Forest Park's Comprehensive Plan; and

WHEREAS, a selection committee consisting of two Planning Commission Members, a Councilmember, the Planning Director, and the City Administrator recommended SCJ Alliance to assist in completing the periodic update for the City's Comprehensive Plan.

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

<u>Section 1. AUTHORIZATION TO EXECUTE AGREEMENT</u>. The City Council of the City of Lake Forest Park authorizes the Mayor to sign an agreement for consultant services, Attachment 1 incorporated herein, with SCJ Alliance for the 2024 Periodic Update of the City's Comprehensive Plan.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 10th day of August, 2023.

	APPROVED:	
	Jeff Johnson Mayor	
ATTEST/AUTHENTICATED:		
Matthew McLean City Clerk		
FILED WITH THE CITY CLERK: PASSED BY THE CITY COUNCIL:		

RESOLUTION NO.:

CITY OF LAKE FOREST PARK PROFESSIONAL SERVICES AGREEMENT Agreement Title: Consultant Services with SCJ Alliance for the 2024 periodic update of the Comprehensive Plan

THIS AGREEMENT made and entered ir	nto by and be	etween the CITY OF	FLAKE FOREST PARK,
a Washington municipal corporation (the	"City"), and	SCJ Alliance ("	") (the "Consultant"), a
Washington corporation, dated this	day of	, 2023.	

Consultant Business: SCJ Alliance

Consultant Address: 1201 3rd Avenue, Suite 550, Seattle, WA 98101

Consultant Phone: 206-739-5454

Contact Name Cristina Haworth, Project Manager

Consultant e-mail:

Federal Employee ID No.:

Authorized City Representative

for this contract:

WHEREAS, the City desires to complete a periodic update for the city's comprehensive plan; and

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

WHEREAS, the City finds that SCJ Alliance is qualified and experienced in consulting on completing a periodic update to the city's comprehensive plan.

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 Periodic Update of the Comprehensive Plan ("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 Jon Pascal. The project manager(s) shall not be replaced without the prior written consent of the City.

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 31, 2023, 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 described as Phase 1 through Phase 5, including all services and expenses, shall not exceed Two hundred nineteen thousand, nine hundred two dollars. (\$219,902.00). Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and subconsultants. Compensation for Work in Exhibit A identified as Additional Services and Future Work Phases is not included in this Agreement but may be negotiated by the parties in the future.

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

3. Request for Payment.

- A. Not more than once every thirty days the Consultant shall send electronically to ______ its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.
- **4. Work Product.** The Consultant shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibits A. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

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

- 5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner.
- **6. Assignment of Contract Subcontractors**. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.
- **7. Indemnification.** The Consultant shall defend, indemnify and hold the Public Entity, 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 Public Entity.

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 Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

- 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 \$2,000,000 per occurrence, at least \$2,000,000 in the general aggregate, and \$2,000,000 products-completed operations aggregate limit.
 - 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 \$2,000,000 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.
 - 5. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- B. Before the Consultant performs any Work, Consultant 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 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 voice, 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: Phillip Hill, City Administrator 17425 Ballinger Way NE Lake Forest Park, WA 98155

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

SCJ Alliance

1201 3rd Avenue, Suite 550

Seattle, WA 98101

Attn: Cristina Haworth, Project Manager

- **19. Venue**. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.
- **20. Counterpart Signatures.** This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

	CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.
CITY OF LAKE FOREST PARK WASHINGTON	SCJ Alliance
	Ву
By: Jeff Johnson, Mayor	Typed/Printed Name:
Date	- Its
ATTEST:	
Matthew McLean, City Clerk Date:	
APPROVED AS TO FORM:	
Kim Adams Pratt, City Attorney Date:	



Exhibit A Scope of Work Periodic Update of the Comprehensive Plan Lake Forest Park, WA

Prepared For: Steve Bennett, Planning Director, City of Lake Forest Park

Prepared By: Cristina Haworth, AICP, Project Manager

Date Prepared: August 1, 2023

Introduction:

Lake Forest Park is required to update its Comprehensive Plan by December 31, 2024, in accordance with the Growth Management Act (GMA). The Comprehensive Plan provides elected and appointed officials, city staff, residents, the business and development community, and other interested persons with a consistent, relevant plan for development. The Plan is based on a community vision, values, and priorities and guides the City's decision-making and development patterns over the next 20 years.

SCJ Alliance has been selected to support the City in completing this project. Work is anticipated to include: creating detailed project work plans for project phases; reviewing and identifying gaps in the City's existing planning and policy documents using the Washington Department of Commerce (DOC) and Puget Sound Regional Council (PSRC) checklists and resources; conduct robust and authentic community outreach and engagement efforts; work with City Council to define a clear direction and vision for the 2024 Comprehensive Plan; coordinate with multiple city departments, partner agencies, and other project partners; and complete the Comprehensive Plan and development regulations updates by the state-mandated deadline. The following Scope of Work details the specific tasks, deliverables, conditions, and assumptions for completing the project.

Phase 1 Project Management and Coordination

Task 1 Kickoff Meeting

SCJ will work with City staff to schedule and facilitate a kickoff meeting with primary staff to be involved in the project. The kickoff meeting will set expectations for the work, including reviewing the project scope and milestone schedule. We will also discuss communication protocols between team members on the client and consultant sides to make sure information is flowing in a controlled manner. SCJ will prepare a meeting agenda and materials, facilitate the meeting, and record meeting notes for distribution to attendees following the meeting. Final notes will be circulated if comments or edits are identified.



Task 2 Project Work Plan

Following the kickoff meeting, SCJ will finalize the project work plan. The project work plan includes the Scope of Work (this document and a record of changes) and schedule.

Task 3 Biweekly Check In Meetings

The SCJ and Lake Forest Park Project Managers will meet on a biweekly basis to review the project work plan, progress to date, and upcoming deliverables and deadlines. Meetings will last for 30 minutes and may be cancelled or rescheduled as necessary.

Task 4 Monthly Invoicing and Progress Reports

Invoices will be delivered electronically monthly and will be accompanied by a progress report (cover letter) summarizing work performed in each billing period.

Task 5 Interdepartmental Coordination Meetings

SCJ will attend up to three, two-hour interdepartmental coordination meetings that are scheduled, hosted, and facilitated by staff. Meetings will be held at the following three milestones:

- Comprehensive Plan Audit Presentation of Findings
- Early Draft Plan Presentation of Consolidated Draft
- Implementation Plan Presentation of Initial Draft

Phase 1 Conditions and Assumptions

- 1. SCJ Alliance is flexible in approaching this work. Changes to this scope can be made by written request from the City's Project Manager. Adjustments to schedule and budget may be required if changes are requested.
- 2. The City will determine attendees for the kickoff meeting. We anticipate the Mayor, City Administrator, Planning staff, Public Works Director, and a public information officer will be present; other departments may be represented as the discretion of the City.
- 3. The City's project manager will make themselves available for recurring, 30-minute biweekly meetings. We anticipate the occasional need to cancel or reschedule these meetings as mutually agreed to.

Phase 1 Deliverables

- Kickoff Meeting Agenda and Notes Draft and Final
- Project Work Plan Final
- Biweekly Check In Meeting Agendas and Notes
- Monthly Invoices and Progress Reports
- Interdepartmental Coordination Meeting Agendas and Notes



Phase 2 Community Engagement

Task 1 Public Participation Plan

SCJ will finalize a Public Participation Plan that documents the purpose, methods, schedule, and participants for public engagement throughout this project.

Task 2 Orientation Interviews

The SCJ team will meet with community representatives, collaborators, and other interested parties to understand key topics and issues that are important to the community. City staff will identify Interviewees and manage interview scheduling logistics. We will conduct up to six one-hour meetings (individual interviews or small focus groups) over two days.

Task 3 Public Engagement Events

We will plan and execute up to three major events, including:

- Community Vision, Values, and Priorities Survey
- Housing, Land Use, and Infrastructure Workshop
- Presentation of Public Review Draft Plan

We will also plan for smaller, ad hoc engagement opportunities and prepare a mobile engagement kit or similar materials. Where possible, existing events (including, but not limited to, National Night Out, seasonal farmers markets, etc.) will be used as a primary method of public outreach and SCJ will prepare materials as part of the engagement kit to support outreach at these events.

Task 4 Project Website and Social Media

We will coordinate with Lake Forest Park's communications staff to support public engagement activities and project updates, providing initial website content and review of City-drafted social media posts. Initial website content will include a project overview narrative, up to three graphics, and recommendations for resources to be linked from the webpage.

Phase 2 Conditions and Assumptions

- 1. SCJ Alliance is flexible in approaching this work. Changes to this scope can be made by written request from the City's Project Manager. Adjustments to schedule and budget may be required if changes are requested.
- 2. The City will determine orientation interviewees, and will extend invitations on SCJ's behalf.
- 3. City staff will participate in public engagement events where possible. One SCJ staff will lead, in person, the Housing, Land Use, and Infrastructure Workshop and the Public Review Draft Plan presentation event. City staff will lead outreach at existing community events, such as National Night Out, seasonal farmers markets, etc.
- 4. City staff will manage the advisory committee and update SCJ on committee efforts.



- 5. The survey will be hosted on a digital platform. If the City chooses to accept paper surveys, City staff will complete data entry into the digital platform.
- 6. City staff will prepare and manage a project website. SCJ will prepare initial content and up to three major refreshes.
- 7. City staff will operate social media related to this project. SCJ will provide messaging and materials as necessary to support social media posts.

Phase 2 Deliverables

- Public Participation Plan Draft and Final
- 2015 Comprehensive Plan Implementation Report Card
- Orientation Interview Questions and Notes (up to 6 interviews)
- Community Vision, Values, and Priorities Survey Draft and Final
- Major Public Engagement Event Materials Draft and Final (up to 2 events)
- Minor Public Engagement Event Materials Draft and Final
- Public Engagement Collateral (website content, flyers, cards, etc.)
- Public Engagement Summary Report Draft and Final

Phase 3 Project Understanding

This phase of work will establish an understanding of the policy environment and update needs for the Comprehensive Plan.

Task 1 Demographics Report

SCJ will update the Comprehensive Plan's demographic information by preparing a community profile with infographics using the US Census and American Community Survey information. This task also includes compiling GIS data from the City and other public sources for maps.

Task 2 Policy Framework

The SCJ team will review and analyze existing plans and other relevant planning documents and will compile this information into a single, cohesive reference document. This will be a living document, keeping track of emerging policy initiatives.

Task 3 Projections and Land Use Needs Analysis

The SCJ team will review existing land uses and compare them to population forecasts and policy guidance from King County and PSRC. We will prepare a report documenting findings and recommendations to comply with current policy requirements and recent legislation and achieve the type, mix, and scale of development desired by the community.



Task 4 GMA and PSRC Checklists

The SCJ team will complete the GMA and PSRC checklists and prepare a gap analysis/recommendations report summarizing required updates to the Comprehensive Plan and development regulations.

Phase 2 Conditions and Assumptions

- 1. SCJ Alliance is flexible in approaching this work. Changes to this scope can be made by written request from the City's Project Manager. Adjustments to schedule and budget may be required if changes are requested.
- 2. The City will provide current copies of all relevant planning and policy documents in an electronic format (PDF preferred) for review by the SCJ team.
- 3. The City will provide any demographic information and GIS data available and relevant to this project.

Phase 2 Deliverables

- Demographics Report Draft and Final
- GIS Geodatabase with Metadata (metadata only for new data created for this project)
- Project Basemap
- Policy Framework
- Population Projections and Land Use Needs Analysis Report Draft and Final
- GMA Checklist
- PSRC Checklist
- Gap Analysis/Recommendations Summary Report

Phase 4 Comprehensive Plan Update

Task 1 Confirming the Vision

SCJ will review and refine Lake Forest Park's vision statement to reflect the community's aspirations, priorities, and values, based on results of community engagement. The community visioning survey (see Phase 2, Task 4 above) will confirm the vision as presently adopted and identify necessary refreshes to reflect the community as it exists today.

Task 2 Housing Needs Assessment

The SCJ team will prepare a housing needs assessment (HNA) addressing housing needs in the City based on the forecasted growth, existing housing stock and land use assumptions. The HNA will include a plan for accommodating the projected growth through 2044, including housing needs for people across all income levels. The housing needs assessment will focus on gaps in existing housing stock, types, and levels of affordability. The housing needs assessment will be performed by subconsultant Leland Consulting Group.



Task 3 Plan Drafting and Regulations Recommendations

The SCJ team will prepare draft updates to each element of the Comprehensive Plan as follows:

- Introduction/Vision. Review, update, and revise as necessary and incorporate existing plan documents. Incorporate the updated vision statement developed in Task 1 of this work phase.
- Land Use Element. Update as necessary, including the land use capacity analysis and growth projections to ensure relevance of existing policies and recommend new policies if gaps are identified. Review, update, and revise as necessary to address existing planning documents including Town Center and Southern Gateway planning documents and regulatory criteria.
- Environmental Quality and Shorelines Element. Review, update, and revise as necessary and address existing plan documents. Coordinate with Climate Action Committee to ensure consistency with the Climate Action Plan initiative.
- Housing Element. Update element to be consistent with the HNA, recently adopted legislation related to residential zoning and middle housing, any other new requirements from the Department of Commerce, and any other new requirements in King County's Countywide Planning Policies.
- Economic Development. Review, update, and revise as necessary and address existing plan documents including Town Center and Southern Gateway planning and regulatory documents.
- **Community Services & Public Safety Element.** Review, update and revise as necessary with input from Police Department.
- Capital Facilities Element. Review, update, and revise as necessary, with input from Public Works Department.
- Parks, Trails, & Open Space Element. Review, update, and revise as necessary, with input from Public Works staff and Parks and Recreation Advisory Board. Ensure continuity with Parks, Recreation, Open Space, and Trails (PROST) Plan and concurrent planning initiatives related to the Lakefront Park property.
- **Utilities Element.** Review current plans and recommend changes to ensure consistency with other plan elements while paying attention to potential growth and infrastructure needs. Consider potential utility investment and carrying capacity in the context of revised housing goals.
- Transportation Element. Review, update, and revise as necessary to be consistent with Safe Highway and Safe Streets planning initiatives and with input from Public Works Department staff.
- Appendices. Review, update, and revise as needed.

Updates will address deficiencies identified in the GMA and PSRC checklists and gap analysis and rely on updated technical studies, as appropriate. It is anticipated that most elements will require only smaller, strategic updates for legislative and policy compliance and alignment with

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other City plans. Larger updates are expected in the Land Use and Housing elements and infrastructure-related goals and policies in the Capital Facilities, Utilities, and Transportation elements. The plan will conform to the GMA, PSRC, and King County's Countywide Planning Policies.

Where appropriate, the SCJ team will coordinate proactively with PSRC to streamline future certification.

The SCJ team will prepare an internal review draft of each element, delivered as a text-only Word file for Track Changes review. Following incorporation of City review comments, SCJ will compile updated elements into a public review draft of the Comprehensive Plan.

Task 4 Planning Commission Working Meetings

The SCJ team will attend up to two in-person and up to four additional virtual Planning Commission meetings to work through updates to the Comprehensive Plan elements. Meetings will occur approximately monthly and will provide approximately two opportunities for Planning Commission to review and discuss each updated element. Meetings will be hosted by the City. The structure for review will be:

- Review of gaps and update needs on a topic-by-topic basis
- Discussion of methodology or proposed updates on a topic-by-topic basis
- Review of updated draft element on a topic-by-topic basis

Meetings will typically include a review of material previously discussed followed by introduction of new material. The City will transmit materials to Planning Commissioners in advance for active and participatory discussion at each working meeting.

Task 5 Implementation

SCJ will create an implementation strategy for the Comprehensive Plan, including near-term, mid-term, and long-term actions. Close coordination with various City departments is necessary to support this task.

Task 6 SEPA Review

SCJ will prepare a SEPA checklist evaluating the environmental impacts of the recommended updates. The City will lead environmental review and issuance of a threshold determination.

Task 7 Final Comprehensive Plan

Following public and environmental (SEPA) review, SCJ will prepare a final Comprehensive Plan for the adoption and certification process. The final plan will be provided as a PDF and its native files, including an InDesign package with all linked documents and graphic elements.



Task 8 Development Regulations Amendment Recommendations

SCJ will review development and critical areas regulations and draft a technical memorandum addressing recommended and required changes necessary to be consistent with updated Comprehensive Plan policies, Department of Ecology requirements and Department of Commerce guidance. The memo will identify immediate needs and updates that can be addressed at a future date.

Conditions and Assumptions

- 1. SCJ Alliance is flexible in approaching this work. Changes to this scope can be made by written request from the City's Project Manager. Adjustments to schedule and budget may be required if changes are requested.
- 2. Internal review drafts for each element will be reviewed by City staff. This scope includes preparation of the internal review drafts and one round of edits/revisions to address questions, comments, and redlines.
- 3. Drafting the comprehensive plan includes two touches for each element by Planning Commission, up to a total of six Planning Commission meetings. Two meetings will be held in person and four meetings will be held virtually.
- 4. The public review draft will be updated up to twice to address SEPA review comments, public comments, and any feedback from staff and elected and appointed officials.
- 5. A Determination of Nonsignificance referencing the Town Center and Southern Gateway EISs is anticipated for this project. An EIS for the Comprehensive Plan Update is not included in this scope of work.
- 6. City staff is responsible for issuing the SEPA Checklist and Threshold Determination.
- 7. City staff is responsible for submitting the draft plan to the Department of Commerce
- 8. Updates to the development regulations are not included in this scope of work. If desired, we can complete code updates on a time and materials basis authorized through a contract amendment.

Deliverables

- Vision Statement Draft and Final
- Housing Needs Assessment Draft and Final
- Land Use, Housing, and Infrastructure Workshop
- Draft Comprehensive Plan Elements Internal Review Draft (text only Word file) and Public Review Draft (PDF)
- Implementation Strategy Internal Review Draft and Public Review Draft
- SEPA Checklist Draft and Final
- Final Comprehensive Plan
- Development Regulations Amendment Recommendations Technical Memorandum Draft and Final

Phase 5 Adoption and Certification Process

Task 1 Planning Commission



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SCJ will support the Planning Commission in making a recommendation on the Comprehensive Plan by attending up to two additional meetings to review the final draft.

Phase 5 Conditions and Assumptions

- 1. SCJ Alliance is flexible in approaching this work. Changes to this scope can be made by written request from the City's Project Manager. Adjustments to schedule and budget may be required if changes are requested.
- 2. The City will lead the City Council review and adoption process.
- 3. The City is responsible for filing for final certification by Department of Commerce and PSRC.

Phase 5 Deliverables

Planning Commission Meeting Materials (up to 2 meetings)

Additional Services and Future Work Phases

SCJ can provide additional services in support of this project, subject to additional funding and upon written agreement between SCJ and the City of Lake Forest Park. Additional services can include but are not limited to:

A. Additional Public Engagement

Management of an Advisory Committee can enhance the process by providing a venue for consultation with residents, business owners, developers, peer agencies, or others with an interest in the process or outcome. SCJ can assist the City in setting up an Advisory Committee, reviewing the City's proposed committee membership and role to ensure alignment with the engagement program, and supporting committee logistics, agendas, meeting facilitation, and meeting summaries.

Estimated Fee: \$6,000-\$10,000, depending on meeting frequency

One survey and two other major engagement events are included in the base scope of work (see Phase 2, Task 4 above). SCJ can plan and execute additional major or minor public engagement events at the direction of City staff. The scope and cost for additional public engagement will be negotiated if further outreach is requested.

Estimated Fee: \$3,500-\$5,000 per additional major event

B. Additional SEPA Review Support

Preparation of a SEPA Checklist is included in the base scope of work (see Phase 4, Task 5 above). At the City's direction, SCJ can prepare a draft environmental Determination, including an Environmental Impact Statement and/or mitigation conditions and actions if a Determination of Significance is likely. The scope and cost of additional environmental review will be negotiated upon completion of the SEPA Checklist, at the request of the City of Lake Forest Park.

Estimated Fee: to be determined upon completion of the SEPA Checklist.



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C. City Council Adoption and Certification Support

SCJ can support the City Council review and adoption process and certification by the Puget Sound Regional Council (PSRC) and Department of Commerce (DOC). We will prepare materials for and attend up to four City Council meetings and coordinate with PSRC and DOC to obtain certification.

Estimated Fee: \$8,000

Additional Services and Future Work Phases Conditions and Assumptions

- 1. The scope and fee for any additional services will be negotiated between SCJ and the City of Lake Forest Park upon request for such services. The fee estimates included here are for informational purposes only and may change, depending on the negotiated scope.
- 2. Additional conditions and assumptions may be included with the scope of work for any requested additional services.



Lake Forest Park Comprehensive Plan Update

Scope of Work – Leland Consulting Group

Date July 25, 2023

To Cristina Haworth, William Grimes, SCJ Alliance

From David Fiske, Leland Consulting Group

In support of the Lake Forest Park Comprehensive Plan Update, Leland Consulting Group (LCG) will perform the following tasks. These tasks will correspond with SCJ Alliance's prime agreement scope of work, and the attached budget represents the portion of the project's overall budget that will be allocated to LCG for these tasks.

Overview

The scope of work is organized into the following tasks:

Task 1 – Project Initiation and Management

Task 2 – Housing Needs Assessment (HNA)

Task 3 – Economic development & market analysis

Task 4 – Strategy development & Comprehensive Plan Element draft

Task 5 – Comprehensive Plan Adoption

Budget

Assumptions

- LCG will primarily attend meetings virtually but may attend up to four (4) in-person meetings when face-to-face communication is deemed most beneficial. In-person meetings will be described in subsequent tasks and billed to the relevant task budget. In-person meetings should be scheduled at least two weeks in advance.
- The budget assumes 4-8 stakeholder interview meetings, conducted virtually or in-person, depending on other scheduling needs. City staff will assist in identifying and connecting LCG with key stakeholders.
- David Fiske will be the project manager for LCG; Andrew Oliver will be the Housing & Economic Development Analyst; and other LCG staff will provide support as necessary based on project needs.

1. Project Initiation and Management

LCG will participate in the following tasks at the outset of the project, and maintain regular communications with the project team throughout the duration of the project.

- (1.1) Participate in the project kick-off meeting with Planning Commission.
- (1.2) Participate in regular team and client check-in meetings throughout the course of the project Relevant meetings are assumed as part of the subsequent task budgets.
- (1.3) Participate in the visioning process, as needed, particularly related to housing and economic development goals for Lake Forest Park. This task assumes one in-person visit to participate in a Land Use, Housing and Infrastructure Workshop.
- (1.4) Support data collection and GIS, as needed, with specific efforts to ensure that TAZ-level data is provided that is "clean" and without error for use in subsequent project steps.



2. Housing Needs Assessment (HNA)

LCG will conduct a Housing Needs Assessment (HNA) that closely follows the guidance provided by the Washington State Department of Commerce and supports the adoption of a Comprehensive Plan Housing Element that meets the criteria set in the most recent legislative amendments to Washington's Growth Management Act (GMA), while incorporating the specific needs of Lake Forest Park. This task assumes at least one in-person meeting to present findings and recommendations of the HNA to the Planning Commission.

This task will be guided by the following research questions:

- 1. What are the most pressing housing needs in Lake Forest Park for each segment of the population (based on income, ability/disability, family size/type, etc.)?
- 2. What housing types can best accommodate Lake Forest Park residents in all stages of life from first-time homebuyers/renters to new families to downsizing seniors?
- 3. What gaps exist in the current housing supply of Lake Forest Park in terms of type and affordability, and how can the City address them?
- 4. What longstanding or new barriers to affordable or diverse residential development exist in Lake Forest Park?
- 5. What code updates, policies, sources of funding, and other tools can be utilized to meet the needs of all economic segments of the Lake Forest Park community, and to satisfy the requirements of the Washington GMA?

This task will include the following tasks:

- (2.1) Community profile Analyze population, household, and workforce characteristics, with documentation of projections and growth targets set by the King County Countywide Planning Policies.
- (2.2) Housing supply profile Collect data on type, size, cost, age and tenure of housing in the city, including characteristics of rental properties.
- (2.3) Housing needs Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households.
- (2.4) Regulatory review Review and evaluate current housing element and other policies, including an evaluation of success in attaining planned housing types and units. Review relevant development regulations and permitting processes related to housing development to determine necessary actions to satisfy the State legislative requirements of both HB 1110 (middle housing) and HB 1337 (ADUs), including the potential for alternative compliance paths of HB 1110.
- (2.5) Land capacity Determine sufficient land and zoning capacity to provide for housing needs at all income brackets to meet the legislative requirements of HB 1220 to show sufficient land capacity to meet the housing needs of moderate, low, very low, and extremely low-income households, as well as capacity for permanent supportive housing and emergency housing and shelters, and the removal of barriers to the "adequate provision" of housing.

Deliverables:

- Housing Needs Assessment (HNA) draft and final report
- Presentations and related materials to present the HNA to City staff, Planning Commission, and City Council, as needed.

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3. Economic Development & Market Analysis

LCG will create a high-level economic and market analysis that profiles Lake Forest Park's existing workforce, major employers, commute patterns, and recent commercial development trends in relation to the regional market.

This task will include:

- (3.1) A summary of the local economy and its strengths and weaknesses
- (3.2) An assessment of employment growth in Lake Forest Park, and documentation and support for accommodating job growth targets set by the King County Countywide Planning Policies.
- (3.3) Identification of policies and programs to foster local economic growth that meet the goals set throughout the Comprehensive Planning process, including financial tools and funding strategies to meet the infrastructure and service needs of residents, and to assess the fiscal impacts of land use decisions on revenue and budget.

Deliverables:

Economic Development & Market Analysis memorandum

4. Strategy development & Comprehensive Plan Element drafts

LCG will support in recommendations and implementation strategy development in relation to both the Housing and Economic Development Elements of the Comprehensive Plan, and ensure the GMA checklists related to housing and economic development are fulfilled.

This task will include:

- (4.1) Incorporating findings from both the Housing Needs Assessment and Economic Development & Market Analysis into both elements.
- (4.2) Include policies and analysis to ensure both elements meet the requirements of HB 1220, HB 1110, HB 1337, and other recent legislation.

5. Comprehensive Plan Adoption Support

LCG will support SCJ and City staff in the adoption process and attend a meetings virtually to present draft elements and recommendations to Planning Commission or City Council, as needed.

Deliverables:

Presentation and related materials to support the adoption process.

Budget

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Task	Hours	Expenses	Budget
Project Initiation 8 Management	23	\$1,000 (Travel, in-person)	\$4,820
Housing Needs Assessment (HNA)	120	\$2,000 (Travel, in-person)	\$21,935
3. Economic Develop Analysis	pment 50		\$8,500
4. Strategy & Plan Development	75		\$12,725
5. Adoption Support	14		\$2,280
Total			\$50,260

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	Bill	Cristina	Mike	Chelsea	Alicia	David	Whitney	Scott	Sharese	Jay			
	Grimes	Haworth	Manning	Lee	Ayars	Wright	Holm	Rivas	Graham	Cordovado			
	PIC	Project Manager	Planner	Planning Technician	Senior Planner (Climate)	Senior Planner (Viz)	Engineer (Cap. Facil.)	Engineer (Utilities)	SEPA Specialist	Graphics Design			
	\$237	\$195	\$116	\$115	\$215	\$170	\$250	\$250	\$247	\$120			Fee Estimate
Phase 1: Project Management & Coordination	2	44	12	0	0	0	0	0	0	0	¢	10,446	
Task 1: Kickoff Meeting	1	2	0	0	0	0	0	0	0	0	7	10,440	
Task 1: Project Work Plan	1	4	0	0	0	0	0	0	0	0			
Task 3: Biweekly Check In Meetings	0	24	12	0	0	0	0	0	0	0			
Task 4: Monthly Invoicing and					_				-				
Progress Reports	0	8	0	0	0	0	0	0	0	0			
Task 5: Interdepartmental	_					_				_			
Coordination Meetings	0	6	0	0	0	0	0	0	0	0			
Dhase 2. Community Fire		F2	•	20	•					40	Ś	24 622	
Phase 2: Community Engagement Task 1: Public Participation Plan	0	52	0	38	0	8	0	0	0	48	>	21,630	
Task 1: Public Participation Plan Task 2: Orientation Interviews	0	16	0	16	0	0	0	0	0	0			
Task 2: Orientation interviews Task 3: Public Enagement Events	0	24	0	20	0	8	0	0	0	20			_
Task 4: Project Website and Social Media	0	8	0	0	0	0	0	0	0	24			
Task 4. Froject Website and Social Wedia	0	8	0	0	0	0	0	0		24			
Phase 3: Project Understanding	0	12	36	32	0	0	0	0	0	0	Ś	10,196	
Task 1: Demographics Report	0	4	0	20	0	0	0	0	0	0	*		
Task 2: Policy Framework	0	4	20	8	0	0	0	0	0	0			
Task 3: Projections and													
Land Use Needs Analysis	0	0	0	0	0	0	0	0	0	0			
Prepared by Leland Consulting Group													
Task 4: GMA and PSRC Checklists	0	4	16	4	0	0	0	0	0	0			
Phase A. Communicative Plan Hadete	10	116	168	00	14	10	10	10	24	100	Ś	07.026	■ Phase 1: Project Management & Coordination
Phase 4: Comprehensive Plan Update Task 1: Confirming the Vision	10	4	8	90 8	14 0	18	18	18	24 0	0	Þ	87,826	■ Phase 2: Community Engagement
Task 1: Commining the Vision Task 2: Housing Needs Assessment	U	4	0	0	U	0	U	U	0	U			■ Phase 3: Project Understanding
Prepared by Leland Consulting Group	0	0	0	0	0	0	0	0	0	0			Phase 4: Comprehensive Plan Update
Task 3: Plan Drafting	4	40	100	54	8	16	8	8	8	20			■ Phase 5: Adoption and Certification Process
Task 4: Planning Commission Working Meetings	0	24	0	0	0	0	0	0	0	0			■ Leland Consulting Group (Placeholder)
Task 5: Implementation	4	20	16	0	2	0	6	6	0	0			■ Fehr & Peers (Placeholder)
Task 6: SEPA Review	0	8	8	20	2	0	2	2	16	0			■ Expenses
Task 7: Final Comprehensive Plan	2	16	20	8	2	2	2	2	0	80			■ Management Reserve
Task 8: Development Regulations Amendment Recommendations	0	4	16	0	0	0	0	0	0	0			
Phase 5: Adoption and Certification Process	0	16	4	4	0	0	0	0	0	0	\$	4,044	
Task 1: Planning Commission	0	16	4	4	0	0	0	0	0	0	,	4,044	
Total Hours by Staff	12	240	220	164	14	26	18	18	24	148			
Leland Consulting Group (Placeholder)												50,260	
Fehr & Peers (Placeholder)												30,000	
Labor Subtotal											_	134,142	
Expenses											\$	500	
Management Reserve											\$	5,000	
TOTAL											\$ 2	219,902	

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Interdepartmental Coordination Meetings																			
Community Engagement																			
Public Participation Plan																			
Orientation Interviews																			
Community Vision, Values, and Priorities Survey																			
Major Outreach Events																			
Website, Social Media, and Minor Outreach Events		•									•								
Planning Commission Working Meetings																			
Project Understanding																			
Demographics Report																			
Policy Framework																			
Projections and Land Use Needs Analysis																			
GMA and PSRC Checklists																			
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City Council & Certification Processes (by LFP Staff)	Ш														Ţ				









Statement of Qualifications

Periodic Update of the City of Lake Forest Park Comprehensive Plan

Submitted By: SCJ Alliance
June 5, 2023



June 5, 20203

City of Lake Forest Park Attn: Steve Bennett 17425 Ballinger Way NE, Lake Forest Park, WA 98155

Re: Periodic Update of the City of Lake Forest Park Comprehensive Plan

Dear Mr. Bennett, Mr. Holland, and other Members of the Selection Committee,

We are delighted to submit our proposal to support Lake Forest Park's 2024 Comprehensive Plan Update. We've assembled a talented, enthusiastic, and committed team of professionals to support you through this project, from defining the project scope to certifying the plan by the end of 2024. We will provide proactive project management, robust community outreach and engagement, interdepartmental and agency coordination, and recommendations sensitive to Lake Forest Park's vision and values. We are excited to partner with you for this important work!

SCJ is an energetic blend of planners, engineers, site designers, and more. We specialize in community engagement, urban design, transportation planning and design, environmental and urban planning, civil engineering, and landscape architecture. We provide a broad range of technical services to public and private clients throughout the United States, putting a high value on listening and responding to our client's needs and expectations. We enjoy participating in creative processes and seeking effective and efficient solutions to gritty problems. Our team understands the value of collaboration, and we empower our partners to succeed. We are joined in this effort by our long-time partners Leland Consulting Group (LGC), to support the housing needs assessment, housing element update, and the economic development element update, and Fehr & Peers for transportation analysis and updates.

At SCJ, we use the words anticipate, envision, and create to describe our approach. Before writing the plan, we work with your staff, stakeholders, and the public to anticipate challenges and opportunities. We then work with the community to envision a future and create a plan to achieve it. By the end of the process, we will have established a shared vision and values for the future, built awareness of change, and generated support for the decisions the City will need to make.

We are excited to work with you on this project and look forward to further discussing our experience and qualifications. Please feel free to contact us if you have any questions. Thank you for your consideration!

Sincerely,

Cristina Haworth, AICP Project Manager

William (Bill) Grimes, AICP Principal-in-Charge



Overview

Who we are

SCJ Alliance (SCJ) is a multi-disciplinary planning and engineering firm specializing in solving complex issues that challenge developing communities. With over 100 employees, we provide a broad range of professional services to public- and private-sector clients including land use and environmental planning, transportation planning and design, outreach facilitation, urban design, landscape architecture, civil engineering, and construction management.

We enjoy being a part of the creative process and seeking effective and efficient solutions to project challenges. Our responsiveness and ability to communicate, work with you side by side, develop creative solutions, and pay attention to the details are attributes that set us apart in consistently delivering successful projects.

Anticipate. Envision. Create.

When approaching projects, we use a three-step strategy that we know serves our clients well: we **anticipate** emerging challenges and opportunities, work with clients to **envision** projects to enhance the livability of their community, and then **create** a plan that achieves the goals and vision identified through this process.

Areas of Expertise

- Cable-Propelled Transit
- Civil Engineering
- Community Planning
- Environmental Engineering
 & Permitting
- Geographic Information Services
- Land Use Planning & Design
- Landscape Planning & Design
- Master Planning
- Parking & Circulation

- Public Outreach & Facilitation
- Recreation and Trails Planning
- Site Development
- Specialty Structures
- Stormwater, Drainage, and Flood Control
- Transit Services
- Transportation Design
- Transportation Planning

Lacey Office

8730 Tallon Lane NE Suite 200 Lacey, WA 98516

Ph: 360.352.1465 Fax: 360.352.1509 info@scjalliance.com

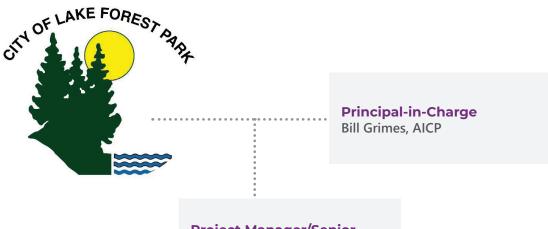
Year Founded: 2006 | Staff: 141 Federal ID: 20-4834444

UBI: 602612261

Office Locations

Washington, Colorado, Montana

Key Personnel and Experience



Project Manager/Senior
Planner/Public Engagement
Cristina Haworth, AICP

Sustainability/Climate Change/Critical Areas Ordinance Alicia Ayars, AICP

Scenarios Planning/ Visualization David Wright, PLA

Land Use Planner Malissa Paulsen

Capital Facilities and Utilities Whitney Holm, PE Capital Facilities and Utilities Scott Rivas, PE Housing and Economic Development David Fiske

Housing and Economic Development Andrew Oliver Transportation and Planning Analysis Kendra Breiland, AICP

Non-Motorized Transportation Specialist Sydney Weisman

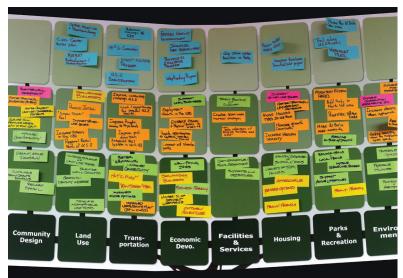
SCJ Alliance

Leland Consulting Group (LGC)

Fehr & Peers

^{*}You will find individual resumes in the appendix starting on page 14

Project Experience and References





Client Reference

City of Monroe Dave Osaki, AICP 564.200.4460 dave.osaki@commerce.wa.gov

Responsibility

Prime

Dates

2013 - 2016

Estimated and Final Cost

\$370,000 - \$365,000

Services Provided

- Comprehensive Planning
- Transportation Planning
- Public Outreach and Engagement
- Economic Development

Comprehensive Plan, Transportation Plan, Economic Development Plan, Parks and Recreation Plan Update

Monroe. WA

Faced with growth outpacing forecasts in 2005, the City of Monroe needed to update its comprehensive plan, the environmental impact statement that accompanied it, and unique purpose plans for transportation, economic development, and parks and recreation. Among other factors, the community's location near both Seattle and Everett was driving much of the growth, with residential development its most visible component. Hillside preservation, floodplain management, reinvestment in the historic downtown, and pressure to expand the urban growth area were all concerns, so solid and comprehensive planning policies and an environmental assessment of those policies were essential.

For this, SCJ staff designed and ran an engagement-intensive comprehensive plan update process, featuring mail-out questionnaires, innovative polling/weighting exercises, and a highly engaging Storefront Studio workshop challenging community members to weigh in on a sequence of issues in several ways. The resulting plan featured updates to the City's most critical needs—mapping Monroe's future the best environmental strategies to manage it. This plan was recognized by the Washington State APA chapter for its creativity, comprehensiveness, dedication to public engagement, internal consistency, and overall pragmatism.





Client Reference

City of Normandy Park David Nemens, AICP (Retired) 206.802.1083 david@nemens.com

Responsibility

Prime

Dates

2016 - 2016

Estimated and Final Cost

\$280,000 - \$280,000

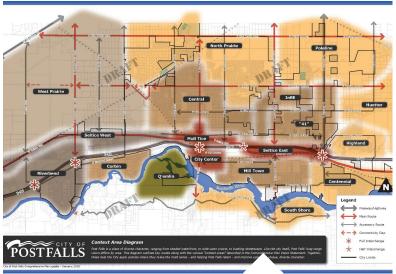
Services Provided

- Comprehensive Planning
- Community Engagement
- Zoning Review
- Design

Manhattan Village Subarea Plan, Planned Action EIS, Design Guidelines, Comprehensive Plan

Normandy Park, WA

The City participated in a Department of Commerce pilot project to test transfer of development rights (TDR) in an effort to preserve open spaces and rural landscapes on Vashon Island. The Manhattan Village subarea plan integrated a high degree of community engagement to create a transformational vision for the community's central commercial district. The resulting plan proposed the establishment of a new urban center, configuring a "receiving area" for King County's TDR program, and producing a planned action ordinance (PAO) to streamline development permitting in the new district. The City subsequently hired Bill Grimes and his team to write new zoning regulations and design guidelines for the subarea and to update the comprehensive plan to comply with GMA requirements and embed subarea plan initiatives in the City's comprehensive plan, capital facilities programming, and budgets.





Client Reference

City of Post Falls Jon Manley 208.773.8708 jmanley@postfallsidaho.org

Responsibility

Prime

Dates

2016 - 2020

Estimated and Final Cost

\$170,000 - \$170,000

Services Provided

- Zoning Review
- Code Review and Integration
- Permitting Process Development
- Comprehensive Planning
- Policy Analysis
- Public Outreach and Engagement

Comprehensive Plan and Zoning Update

Post Falls, ID

SCJ led the update to the City's comprehensive plan and zoning ordinance, focusing on closely connecting comprehensive plan policy to its implementation rules. The updated ordinance will improve the efficiency of the land development process by streamlining administrative review, approval, and permitting for routine matters—improving internal consistency and planning breadth. Further, the plan and ordinance will support the preservation, establish a community vision, provide a predictable set of policies and regulations for the community, developers, and city officials, and create a user-friendly and intuitive document. Specific elements included: zoning review, code review and integration, permitting process development, comprehensive planning, and policy analysis. After the initial study on code revisions, the City made more surgical updates to the zoning ordinance to tackle immediate needs. Work on the zoning will likely continue once the City Council adopts the comprehensive plan's policies, and the City is planning to hire members of the SCJ team to perform those updates.

Similar Project Experience

SCJ has worked on many projects similar to the Periodic Update of the City of Lake Forest Park's Comprehensive Plan.

Project Experience	Community Visioning	GMA	Land Use Analysis	Public Engagement	Comprehensive Plan	Zoning	Economic Development	Mixed Use
Manhattan Village Subarea Plan – Normandy Park, WA	•	♦	♦	♦	♦	♦	♦	♦
Comprehensive Plan Update – Bonners Ferry, ID	•		♦	♦	\rightarrow	♦	♦	
Comprehensive Plan Vision – San Juan County, WA	•	\rightarrow	♦	♦	\rightarrow	♦	♦	
Lincoln Heights District Center Plan – Spokane, WA	•	\	♦	♦	\rightarrow	♦	♦	♦
Depot District Subarea Plan – Lacey, WA	•	♦	♦	♦	\rightarrow	♦	♦	♦
Comprehensive Plan Land Use Update – Gig Harbor, WA	•	♦	♦	♦	\rightarrow	♦	♦	♦
Comprehensive Plan Update – Kettle Falls, WA	•	♦	♦	♦	♦	♦	♦	♦
Industrial Subarea Plan – Airway Heights, WA	•	\	♦	♦	♦	♦	♦	♦
Growth Policy Update – Helena, MT	•		♦	♦	\	\	♦	♦
Comprehensive Plan Update – Medical Lake, WA	•	♦	♦	♦	\rightarrow	♦	♦	♦
Comprehensive Plan Update – Millwood, WA	•	\	♦	♦	\rightarrow	♦	♦	♦
Imagine Hayden Comprehensive Plan Update – Hayden, ID	•		♦	♦	\rightarrow	♦	♦	♦
Central Business District Plan – Airway Heights, WA	•	♦	♦	♦	\rightarrow	♦	♦	♦
Downtown Plan, Housing Action Plan, and Code Updates – Chewelah, WA	♦	♦	♦	♦	♦	♦	♦	♦
New Market Industrial Campus (NMIC) and Tumwater Town Center Real Estate Master Plan – Port of Olympia, WA	•	♦	♦	♦	♦	♦	♦	♦
Urban Growth Annexation Feasibility Study – Lacey, WA	•	•	•	•	♦	\rightarrow	♦	•
Tumwater Brewery Subarea Plan and Planned Action EIS – Tumwater, WA	•	♦	♦	♦	♦	♦	♦	♦
Comprehensive Plan Land Use Element Update – Grand County, UT	♦		♦	♦	♦	♦	♦	♦
Woodland District Form-Based Code – Lacey, WA	♦	♦	♦	♦	♦	♦	♦	♦
Comprehensive Plan Vision Update and Land Use Analysis – Napavine, WA	♦	♦	♦	♦	♦	♦	♦	♦
Economic Revitalization Master Plan – Twisp, WA	♦	♦	♦	♦	♦	♦	♦	♦
Town Center Economic Development Plan – Mountlake Terrace, WA	♦	♦	♦	♦	♦	♦	♦	♦

Project Understanding and Approach

Planning Context

Lake Forest Park is updating its Comprehensive Plan to comply with the Growth Management Act's periodic update requirements, respond to regional policy directives to concentrate population in urban areas, and update its goals and policies to reflect the community's current vision and values. The City needs an effective policy document that embraces regional objectives while retaining what makes Lake Forest Park unique. As Lake Forest Park considers this plan, the process needs to address some challenging issues, including:

Community Vision

Lake Forest Park's residents value the charm and comfort of the City today while recognizing the characteristics that make the community desirable. The Comprehensive Plan's vision may need to evolve to preserve resources, strengthen the relationship between the natural and built environment, and support growth and development policies. Many clients face growth pressures while community identity and character remain primary considerations. SCJ strives to enhance the quality of life, center the elements that make communities unique, and protect community treasures for future generations. Lake Forest Park's position as a High Capacity Transit (HCT) community in PSRC's Vision 2050 means high expectations for population and employment growth that will need to respond sensitively to the existing community's character, vision, and values.

Transportation Transformation

The entire Puget SOund Regional Council (PSRC) region is growing, and Lake Forest Park is in a prime location along Sound Transit's SR-522 Bus Rapid Transit (BRT) line. This Comprehensive Plan update can position Lake Forest Park to accommodate its share of population and employment growth as transit-oriented development, taking advantage of the new Sound Transit parking garage and transit stop and existing transportation resources. Changes in the regional transportation network will also drive changes in the City's streets, sidewalks, and trails, emphasizing access for nonmotorized transportation. Our team includes Fehr & Peers, experts in motorized and nonmotorized transportation, mode shift, and transit-oriented development, to support our work and the challenging community conversations about managing transportation impacts.



Growth Policy Update - Helena, MT

Housing Attainability

It's no secret that housing choice and affordability are challenges throughout the Puget Sound region, where even housing in poor conditions is out of reach for many people. Lake Forest Park has considered new housing types in select areas, and middle housing and multifamily housing can be excellent solutions that provide a greater range of options for new homebuyers, empty nesters looking to downsize, singles, and everyone else that needs a place to live. At the same time, such solutions need to be sensitive to the context and fit effectively into the City's existing neighborhoods to minimize impacts. Leland Consulting Group will support the housing needs assessment, affordability, and compliance with new housing policies and mandates.

Infrastructure Readiness

Population growth often translates into increased demand for public services and facilities. Considering where people will live and work, we will evaluate how effectively the transportation network,

water and wastewater utilities, stormwater systems, and other infrastructure elements can respond to new demands. Our engineers will support this work, applying their understanding of systems planning to review what's in place and identify investment priorities in the new plan's capital facilities and utilities element.

Fiscal Balance

Change can stress local budgets, and Lake Forest Park will need to provide the services its residents and businesses expect, even as the community grows. While new growth may promise new revenue, it can also bring increased expenditures. Reconstructing aging infrastructure, expanding systems to serve new development, or experimenting with new approaches to provide service all have fiscal consequences. Leland understands municipal budgets and will support conversations on fiscal issues and an implementation strategy for the Comprehensive Plan.

Climate Change

With its natural resources and amenities, Lake Forest Park will have a front-row seat for climate change. The City has a vested interest in sustainable development and infrastructure that will protect its resources for future generations. New directives require the consideration of climate change policies; we'll analyze climate resilience and develop goals and policies that ensure climate intelligence informs land use, transportation, housing, and economic development strategies.

Equitable Engagement

It can be challenging to effectively, convincingly, and equitably engage with local residents and businesses. Our policy work is rooted in community engagement, and we seek to empower and amplify the voices of those who have historically been inadequately engaged in the planning process. Creating effective dialogue increases trust between community groups and the City.

Project Approach

There is a lot of work to do, and we're excited to partner with you to tackle it! This project will take an integrated look at the Comprehensive Plan and the development regulations in a coordinated effort to ensure consistency with the GMA, recent legislative directives, PSRC's Vision 2050, and King County's 2044 Countywide Planning Policies. Underpinning the update will be a robust public participation process emphasizing the community's vision and values to guide Lake Forest Park into the future. We also understand that City staff in all departments, elected and appointed officials, boards and commissions, business owners, other agencies, and other stakeholders will actively participate in the effort, and thoughtful coordination will be needed. Our approach will be inclusive, transparent, memorable, technically sound, and intuitive.

Project Management and Coordination

This is a big project that needs to be accomplished in a limited timeframe and with a small City staff. We bring a proactive approach to project management and tools that will help keep the project moving forward on pace for adoption. We've assigned a dedicated project team with the capacity and expertise to fulfill the City's expectations.

We recommend the following project management tools to make efficient progress:

Task 0.1 Kickoff Meeting

The kickoff meeting will set expectations for the work, including confirming the project scope and milestone schedule. This is also our opportunity to discuss communication protocols between team members on the client and consultant sides to make sure information is flowing in a controlled manner.

Single Project Manager Method



Task 0.2 Project Work Plan

Following the kickoff meeting, we will update the scope of work and milestone schedule to finalize the project work plan. This will be used throughout the project to keep everyone accountable and track progress.

Task 0.3 Biweekly Check-in Meetings

At these regular project management coordination meetings, we will review the project work plan, progress to date, and upcoming deliverables and deadlines. We propose biweekly meetings because there is a tight schedule, and we'll need to work in close collaboration to accomplish the project on time.

Task 0.4 Monthly Progress Reports

We'll prepare a progress report summarizing work performed in each billing period to accompany monthly invoices.

Task 0.5 Interdepartmental Coordination Meetings

Staff in other departments will play a key role in the Comprehensive Plan update. We propose three all-hands meetings at the following milestones:

- Comprehensive Plan Audit Presentation of Findings
- Early Draft Plan Presentation of Consolidated Draft
- Implementation Plan Presentation of Initial Draft

In addition to three high-level meetings with representatives from all departments, we will work with staff from each department as needed to update the Elements. This effort is reflected in Phase 2 below.

Phase 1: Project Understanding

Task 1.1 Demographics Report

Our staff will work directly with City staff to update the Comprehensive Plan's demographic information. We will prepare a community profile with infographics using US Census and American Community Survey information. This task will also include compiling GIS data from the City and other public sources for project maps.

Task 1.2 Policy Framework

This task includes reviewing and analyzing existing plans and other relevant documents. The SCJ team will compile this information into a cohesive reference document, evaluating the existing comprehensive plan's policy framework and "mashing up" policy guidance from other documents. This will establish a comprehensive and up-to-date framework allowing for a quick and intuitive understanding and evaluation of the community's policy environment. This will also be a living document, keeping track of policy initiatives as they emerge and providing comparisons to what is already on the books.

Task 1.3 Projections and Land Use Needs Analysis

We will review your existing land uses and compare them to population forecasts and King County's and PSRC's policy guidance. We will work with you to understand how land use may need to adjust to accommodate growth targets and achieve the type, mix, and scale of development envisioned in regional policies while honoring the community's vision.

QA/QC

We take pride in our work products and have a thorough quality assurance and quality control system in place. In addition to the project manager's review of all work products before transmittal to you, our principal-in-charge will perform a comprehensive proofing of all public review draft materials, and our administrative staff will review the final formatted Comprehensive Plan to check text, graphics, page numbers, tables, figures, hyperlinks, and all other material. This level of effort is reflected in our approach and the allocation of resources for this project.



Task 1.4 GMA and PSRC Checklists

The SCJ team will apply the GMA and PSRC checklists to evaluate the required updates to the Comprehensive Plan and development regulations, using the policy framework to identify specific revision requirements and opportunities. We will also assess how the City's main goals match the results of early community conversations identifying issues and opportunities. The completed checklists will inform a gap analysis report summarizing requirements and compliance recommendations.

Phase 2: Comprehensive Plan Update

Task 2.1 Vision: Applied

We will review and, supported by public engagement, refine Lake Forest Park's vision statement to reflect the community's aspirations, priorities, and values. We will work with you to identify an appropriate approach, considering either amending the current vision or using a scenario-based or other visual approach to create a new statement. Our approach will conform to your guidance for equity in engagement, ensuring the emerging vision is broadly representative of the many perspectives espoused by Lake Forest Park residents.

Task 2.2 Scenarios

We will work with staff to develop two alternative land use scenarios, addressing potential land use changes and policy consequences. We recommend considering a concentrated growth scenario with greater density in limited areas of the city and a dispersed growth scenario that spreads population growth across a broader geographic area. These scenarios will be the basis for detailed community conversation, and we will prepare graphic visualizations to support a deep understanding of the potential benefits, trade-offs, compliance issues, and other concerns. Scenarios will be used to inform the SEPA review for the update.

Task 2.3 Plan Drafting/Regulations Recommendations

We will update each element of the Comprehensive Plan in accordance with the scope of work identified in the RFP. Updates will address deficiencies identified in the GMA and PSRC checklists, gap analysis, technical studies, and scenarios. We will carefully review those areas most likely to see a change to ensure streets and nonmotorized infrastructure, transit, utilities, and other infrastructure adequately support them. The plan will conform to the GMA, PSRC, and King County's Countywide Planning Policies but may be structured differently than the current plan. We will work with you to determine the best format and recommend an "online first" publication protocol. As we update each element, we will prepare recommendations for future code amendments that will align the municipal code with the updated goals and policies of the Comprehensive Plan. This will ensure the plan can be implemented appropriately with workable code language and a logical approach to amending the development regulations and critical areas ordinance.

Task 2.4 Implementation

We will create an implementation strategy for the plan, linking each action with applicable plan policies to underscore the relationships between proposed actions and the planning basis for each one. The strategy will take an incremental approach, identifying near-term, mid-term, and long-term actions needed to achieve the community's vision.

Task 2.5 Development Regulations Amendment Recommendations

We will review development and critical areas regulations and draft a technical memorandum addressing recommended and required changes

Scope of Work Summary

- Introduction/Vision: Update and incorporate existing plan documents
- Land Use Element: Update land use capacity analysis and growth projections. Close policy gaps. Incorporate Town Center planning documents and regulatory criteria
- Environmental Quality and Shorelines Element: Update as necessary. Incorporate Climate Action Plan initiative
- Housing Element: Prepare housing needs assessment (HNA). Consider affordability at all income levels. Incorporate new housing directives and King County CPPs
- Economic Development: Update as necessary. Incorporate Town Center planning and regulatory documents
- Community Services & Public Safety Element: Update as necessary. Coordinate with Police Department
- Capital Facilities Element:
 Update as necessary. Coordinate with Public Works Department
- Parks, Trails, & Open Space
 Element: Update to ensure
 consistency with PROST Plan
 and Lakefront Park planning
 initiative. Coordinate with Public
 Works Department and Parks
 and Recreation Advisory Board
- Utilities Element: Update to be consistent with other plan elements and address potential growth and infrastructure needs. Consider potential utility investment and carrying capacity in the context of revised housing goals. Coordinate with Public Works and PUDs
- Transportation Element:
 Update as necessary.
 Incorporate Safe Highway and Safe Streets planning initiatives.
 Coordinate with Public
 Works Department
- Appendices: Update as needed



necessary to be consistent with updated Comprehensive Plan policies, Department of Ecology requirements, and Department of Commerce guidance. The memo will identify immediate needs and updates that can be addressed at a future date. We will work with you to prioritize amendments, conceptualize their direction, and consider the magnitude of other changes necessary to achieve plan objectives.



Phase 3: Community Engagement Strategy and Plan Adoption Process

Task 3.1 Orientation Interviews

We believe a set of focused interviews with key stakeholders will reveal the topics and issues most important to the community soon after beginning our work. These interviews invite residents, business owners, and other stakeholders into the process. We will devote up to three days to these conversations by meeting with people one-on-one or in small groups.

Task 3.2 Advisory Committee

We believe an advisory committee made up of residents is an effective way of addressing important issues. We will work with you to identify the committee's role, scope of activities, and members. Once the committee is established, we'll prepare them for their involvement with a handbook, including frequently asked questions about the process, a draft event agenda plan, a project schedule, and a summary of findings from our orientation interviews.

Task 3.3 Public Outreach Strategy and Events

We will prepare a high-level public outreach strategy that identifies engagement objectives, stakeholder groups to engage, preferred methods of engagement, and expectations for adjustment along the way. We'll then execute the strategy by planning and supporting outreach events that have been mutually agreed upon. Events will include high-quality, visually appealing, and clearly written materials describing facts, findings, analysis, and alternatives to support meetings, open houses, an online survey, a webpage, and/or similar purposes. A report card summarizing how well the 2015 Comprehensive Plan was implemented will be an early deliverable to introduce the process to the general public. The results of our public engagement efforts will be summarized into a final report with a clear explanation of how input from elected and appointed officials, stakeholder groups, City staff, and the community shapes the final plan.

3.4 Project Website and Social Media

We will coordinate with Lake Forest Park's communications staff to provide information on the website and social media platforms, develop content as appropriate (see Task 3.3 above), provide outreach event details, and summarize project progress. We anticipate regular updates and will work with you to plan when those updates will occur.

Task 3.5 Planning Commission and City Council

We anticipate preparing for and attending up to two Planning Commission meetings for each element (up to four meetings anticipated), including providing an overview of the update process and progress updates. Planning Commission meetings are also an opportunity to engage with the community, stakeholders, elected officials, commission members, and staff to receive comments and guidance on the elements. We also anticipate up to four City Council meetings for adoption. Joint Planning Commission/City Council meetings can be used to kick off the project and review the compiled draft of the Comprehensive Plan.

Public Engagement

Equity in Engagement

Public engagement should be as broad and inclusive as possible. We'll work with you to understand who has and hasn't been effectively engaged in previous planning efforts and determine methods for achieving the broadest spectrum of opinions we can. We'll use a framework of acknowledging where previous efforts fell short and how planning has impacted disempowered communities, asking how we can better serve those communities, and amplifying the voices that we hear in this process to improve equity outcomes.

Equity in the Plan

Equity must go beyond the engagement process and serve as a foundational element of the Comprehensive Plan update. Problematic language and policy outcomes will be identified early in the policy framework and 2015 Comprehensive Plan review processes and addressed by updating each element. Implementation actions to continue advancing equity will be identified through sensitive and respectful conversations with previously disempowered communities.

Thorny Issues

The Puget Sound region is dealing with challenging problems, including housing, nonmotorized transportation, and climate change. Public engagement events will confront these issues head-on, creating space to discuss how Lake Forest Park wants to respond and address legislative directives, PSRC's Vision 2050 expectations, and King County's Countywide Planning Policies. We may need to take an educational stance to explain why and how compliance is required in certain cases. We will focus on creating community support in addressing these thorny issues.

Phase 4: State Environmental Policy Act (SEPA) Consultation

A non-project action SEPA will be required to adopt and certify Lake Forest Park's new Comprehensive Plan. While the RFP did not specifically request information about SEPA, we believe an integrated Comprehensive Plan and SEPA process will benefit the project and the community at large.

4.1 Background and Scoping

The scope and level of environmental review will match the degree of detail and transformation the Comprehensive Plan anticipates. We will work with the City to define the scope of environmental analysis. We will prepare a determination of non-significance and SEPA checklist to kick off the SEPA process. If the scope of the comprehensive plan warrants an EIS, however, we will work with the City to prepare a Determination of Significance and begin the EIS scoping process.

CAPACITY AND TIMELINE ASSURANCE

Rest assured that the SCJ team has the capacity to complete Lake Forest Park's Comprehensive Plan Update for certification no later than December 31, 2024. We've identified a dedicated team of technical experts to work on this project, but we've got a deep bench of additional resources we can bring on board if needed. With proactive project management and efforts to streamline the process wherever possible, we will meet or exceed GMA requirements.



Resumes



MCP, Master of City Planning University of Pennsylvania

BA, Community, Environment, and Planning University of Washington

Registration/Organizations

 American Institute of Certified Planners (AICP) #027848



Education

MA, Urban and Regional Planning California State Polytechnic University-Pomona

BS, Admin Studies University of California-Riverside

Registration/Organizations

- American Institute of Certified Planners (AICP) #8848
- American Planning Association (APA)

Cristina Haworth, AICP

Project Manager/Senior Planner/Public Engagement

Cristina is the project manager, senior land use planner, and public engagement specialist that will help Lake Forest Park update its Comprehensive Plan. She is passionate about helping clients achieve their project goals while creating thriving places and managing growth and change. Her work is rooted in community voices and values; she is proficient in dynamic public outreach strategies that foster equity, engages underserved and underrepresented communities, and use virtual and in-person activities. She understands applicable land use and development law, including Washington's Growth Management Act (GMA), State Environmental Policy Act (SEPA), Shoreline Management Act (SMA), and Puget Sound Regional Council's Vision 2050. She is familiar with Lake Forest Park's community and goals through her previous work in Town Center.

Relevant Projects

- Town Center Vision and Code Amendments Lake Forest Park, WA
- Comprehensive Plan Update Lynnwood, WA
- Regional Growth Center Subarea Plan Update Lynnwood, WA
- Comprehensive Plan Update Arlington, WA
- Middle Housing Code Amendments Bothell, WA
- City Center/Airport Subarea Plan SeaTac, WA
- Mill Creek Boulevard Subarea Plan Mill Creek, WA
- ◆ Code Review and Update Roslyn, WA

Bill Grimes, AICP

Principal-in-Charge

Bill has more than 30 years of planning, design, and public engagement experience, working on comprehensive plans, transportation plans and projects, zoning, public transit master plans, critical areas ordinances, shoreline master programs, regional design frameworks, and development master plans. Some of his more notable projects tied to community engagement have involved downtown master plans, transfer of development rights programs, city comprehensive plans, and alpine resort master plans. Throughout his career, Bill has committed to a transparent process, active and informed community dialogue, and application of sensible, creative, pragmatic, and effective planning and design strategies considering multiple perspectives and priorities.

- Comprehensive Plan, Waterfront Redevelopment Plan, City Pier Master Plan Port Angeles, WA
- Comprehensive Plan, Planned Action EIS, Subarea Plan, Development Regulations Update – Normandy Park, WA
- Comprehensive Plan, EIS, Parks and Recreation Plan, Economic Development Strategy, Transportation Master Plan – Monroe, WA
- Comprehensive Plan San Juan County, WA
- Land Use Element, Arts and Culture Element, Transportation Element Gig Harbor, WA



BA, Urban and Regional Planning Eastern Washington University

Registration/Organizations

- American Institute of Certified Planners (AICP) #34533
- American Planning Association (APA) #271828
- Professional Services
 Management Journal (PSMJ)



Education

BS, Urban Planning Arizona State University

BS, Environmental Studies, Policy Central Washington University

Registration/Organizations

 Geographical Information Systems (GIS) Certificate, Arizona State University

Alicia Ayars, AICP

Sustainability/Climate Change/Critical Areas Ordinance

With a desire to provide engaging and quality work, Alicia values planning that positively impacts people and their communities. Alicia began her career in the public sector, leading many city initiatives and projects, and served as the lead for community engagement efforts. Planning processes facilitated by Alicia will draw on the power of people, community, and collaboration. Her experience includes project manager for comprehensive plan updates, area-specific planning efforts (downtown, corridor, and industrial revitalization plans), and code updates/rewrites. Alicia has served as the lead planner for a variety of communities as their current planner, processing land use permits, environmental review, and working directly with the public to address questions and inquiries. Her experience with long-range and current planning has enabled her to provide realistic and tangible solutions for implementing the city's plans while understanding the planning context and codes which underpin a community's long-term vision.

Relevant Projects

- Comprehensive Plan Update Millwood, WA
- Industrial Subarea Plan Airway Heights, WA
- Central Business District Plan Airway Heights, WA
- Comprehensive Plan Update Chewelah, WA
- Critical Areas Ordinance Ritzville, WA
- Development Code Update Millwood, WA

Malissa Paulsen

Land Use Planner

Malissa's planning experience has given her an invaluable understanding of the requirements of the Growth Management Act and environmental regulations. From Comprehensive Plans to Site Plan reviews, she has a passion for producing user-friendly plans and documents—which has honed her written communication and presentation skills and her proficiency in digital design and graphic communication. Malissa is skilled at working on interdisciplinary teams to complete projects on a schedule. She has contributed to a wide range of planning efforts—from current planning and consistency review to comprehensive plan updates and urban design guideline creation for municipal clients.

- Comprehensive Plan Update Auburn, WA
- Comprehensive Place Update McCleary, WA
- Yelm Housing Action Plan Yelm, WA
- Pullman Housing Action Plan Pullman, WA
- Tenino Housing Action Plan Tenino, WA
- Landscape Code Updates Tumwater, WA



MLA, Master of Landscape Architecture, State University of New York College of Environmental Science and Forestry

BA, Anthropology, Boise State University

Registration/Organizations

- Registered Landscape Architect, WA #596
- Geographical Information Systems (GIS) Certificate
- Certified Urban Permaculture Designer



Education

BS, Civil Engineering Saint Martin's University

Registration

Professional Engineer, WA #48180

David Wright, PLA

Scenarios Planning/Visualization

David is a motivated senior planner who will assist with Scenarios Planning and Visualization of the Periodic Update of the City of Lake Forest Park Comprehensive Plan. He is a "visual planner," a multi-talented urban designer-planner, landscape architect, former crime prevention planner, and artist/illustrator of built, everyday, and inner environments. His 30-year design career includes working for private and public sectors and non-profits. Known for his visual communication abilities, people appreciate how David brings concepts, schematics, and plans to life. Deaf since birth, David has had a fine-tuned ability to think visually in three and four dimensions while creating. His work is valued for how he resolves complex sites and programmatical issues into informed and approachable illustrations. David's rapid visualization and drawing abilities help shorten communication timelines and enable clients to make important design decisions quickly and efficiently, as in report illustrations, in real-time at meetings, and in published formats. His final products help the public understand and relate to design concepts and differing perspectives.

Relevant Projects

- McCleary Comprehensive Plan Update McCleary, WA
- Kitsap Parks, Recreation, Open Space Plan (PROS) Update Kitsap County, WA
- Sumner PROS Plan Update Sumner, WA
- Sumner Subarea Plan Sumner, WA
- Tillicum Special Area Master Plan Lakewood, WA

Whitney Holm, PE

Capital Facilities and Utilities

Whitney has 15 years of project management and design experience in various public and private projects. She has managed diverse multi-disciplinary teams to complete projects ranging from small pavement repairs to roadway improvements and land development projects specializing in stormwater, sewer, water systems, ADA-compliant facilities, parking facilities, single family and multifamily developments, and commercial facilities. Whitney has a proactive communication style with the project team and can shepherd the client through the civil engineering-related design, permitting, and construction-related hurdles.

- Yelm to Tenino Trail Extension Feasibility Study Tenino, WA
- Olympic College Parking Lots Bremerton, WA
- Mason Transit Park and Ride Design Belfair, WA
- Engineering and Planning On-Call Thurston County, WA
- Saint Martin's University Integrated Master Plan Lacey, WA
- Port of Olympia, NMIC and Tumwater Town Center Master Development Plan
 Tumwater, WA



MBA, Business Administration Eastern Washington University

BS, Civil Engineering Walla Walla University

Registration/Organizations

- Professional Engineer, WA #36605, ID #P-17337
- Certified Erosion Control License, WA #23e01431

Scott Rivas, PE

Capital Facilities and Utilities

Scott has over twenty-five years of civil engineering experience in both public and private projects. His experience includes site planning, layout and design, and project management on various industrial, commercial, and municipal projects, including road improvements, sanitary sewer, water, and storm drainage systems. Scott firmly believes in communication with clients and development team members to help projects proceed smoothly. He strives to maintain strong client relationships by providing cost-effective civil engineering solutions.

Relevant Projects

- Industrial Sub-Area Study Airway Heights, WA
- East Omak Industrial Master Plan Omak, WA
- Comprehensive Plan Malden, WA
- Deer Heights Stormwater Master Plan Airway Heights, WA
- Iron Bridge Corporate Campus Spokane, WA
- Spokane Business and Industrial Park Spokane, WA



Education

MA, Urban and Regional Planning Portland State University

BA, Political Science Oregon State University

Registration/Organizations

- Urban Land Institute
- International Society of City and Regional Planners

David Fiske

Housing and Economic Development

David is an urban planner and project manager who has spent his career working at various scales in the US and Asia Pacific to coordinate and implement visions for sustainable urban development. He brings a communicative approach to projects emphasizing well-informed, collaborative action, providing project leadership and technical assistance that helps communities effectively and strategically plan for the future. With a strong belief that project success is tied to relationship building through mutual understanding, David works to clearly communicate data-driven insights to his clients, partners, and project stakeholders to ground aspirational goals in market realities and actionable strategies. He has worked with regional and municipal governments, international development agencies, NGOs, real estate developers, and citizen groups on projects ranging from comprehensive plans, corridor and downtown revitalization, transit-oriented development, and neighborhood economic development, always with a focus on providing practical, innovative solutions that make a lasting impact in the communities he serves.

- Center and Corridor Development Code and Design Guidelines Update Study
 Spokane, WA
- Comprehensive Plan Update Pleasant Hill, IA
- East Omak Industrial Site Readiness Report Omak, WA
- Land Development Code Revision Austin, TX
- Focus Roy City Roy, UT



Education

MA, Urban and Regional Planning Portland State University

Andrew Oliver

Housing and Economic Development

Andrew is a planner passionate about helping create more equitable and sustainable cities and regions through understanding the relationships between land use, access to housing and transportation, and the economics of development. He is particularly interested in housing policy and improving housing affordability for all through systemic and thoughtful planning processes, as well as understanding the needs of communities and municipalities through effective engagement. At Leland Consulting Group, Andrew supports the firm's principals and associates with various research, writing, mapping, and data analysis tasks. He also has recent experience with zoning code updates for increasing middle housing options in Wood Village, Oregon.

Relevant Projects

- Comprehensive Plan Update Auburn, WA
- Comprehensive Plan Update Lynnwood, WA
- Housing Action Plan Anacortes, WA
- Downtown Plan Auburn, WA
- Comprehensive and Subarea Plans Port Orchard, WA



Education

MA, Urban Planning University of California, Los Angeles

BS, Environmental Policy Analysis and Planning University of California, Davis

Registration/Organizations

 American Institute of Certified Planners (AICP) #023713

Kendra Breiland, AICP

Transportation Planning and Analysis

Kendra has over 16 years of experience in long-range planning, multimodal planning, comprehensive planning, and fee program development. Over the past five years, she has worked with more than 20 communities in Washington and Oregon to develop long-range transportation plans, mobility plans, and safe streets studies that consider community values, funding realities, and constructability. Kendra has a strong working knowledge of state and federal requirements and routinely leads multidisciplinary teams. She excels on projects that require flexibility, creativity, and interaction with diverse stakeholders.

- Safe Streets and Safe Highways Lake Forest Park, WA
- Transportation Master Plan and Impact Fee Update Kent, WA
- Shoreline Transportation Master Plan Shoreline, WA
- Transportation Element and Active Transportation Plan Puyallup, WA



MA, Urban and Regional Planning University of Michigan, Ann Arbor

BA, Program in the Environment University of Michigan, Ann Arbor

Sydney Weisman

Non-Motorized Transportation Specialist

Sydney is a transportation planner with a wide range of project experience in the Puget Sound region. Her areas of focus include bicycle/pedestrian analysis, public outreach, spatial analysis, and comprehensive planning. Sydney is proficient in ArcGIS Pro, Synchro, Social Pinpoint, and Adobe Creative Suite. Sydney is passionate about maximizing the connectivity of multi-modal transportation systems while ensuring safety and sustainability.

- ◆ Transportation Plan Woodinville, WA
- ◆ Transportation Element Tukwila, WA
- Comprehensive Plan Environmental Impact Statement Seattle, WA
- West Seattle Ballard Link Light Rail Extension Seattle, WA
- Sound Transit Zero Emissions Bus Feasibility Analysis Puget Sound, WA





CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date August 10, 2023

Originating Department Administration

Contact Person Phillip Hill, City Administrator

Title Resolution No. 1909/Authorizing the Mayor to sign the First Amendment

to the Interlocal Cooperation Agreement with King County regarding the

Community Development Block Grant Program

Legislative History

First Presentation

August 10, 2023

Attachments:

- 1. Resolution Number 23-1909
- 2. First Amendment to the Interlocal Cooperation Agreement

Executive Summary

The purpose of this agenda bill is to provide the City Council with an opportunity to review the first amendment to the Interlocal Cooperation Agreement ("ICA") Regarding the Community Development Block Grant (CDBG) Program Between the City of Lake Forest Park and King County.

- CDBG is federal funding that the US. Department of Housing and Urban Development (HUD) sends to the King County Consortium for capital projects and human services programs in the County.
- The City Council approved the 2015-2017 Interlocal Cooperation Agreement Regarding the Community Development Block Grant (CDBG) Program in August 2014.
- The ICA has renewed for 3-year terms since then.
- On July 21, 2023, King County notified the City, along with 28 other local jurisdictions, that HUD
 is requiring an amendment to the ICA to include language related to fair housing and civil rights
 obligations.
- King County has explained that the City must sign the amendment by August 21, 2023, to keep King County and the King County Consortium in HUD compliance for 2024-2026.

Background

In August 2014, the City of Lake Forest Park entered into an interlocal cooperation agreement (pursuant to RCW Ch. 39.34) with King County to allow the City of Lake Forest Park to apply through King County for federal Community Development Block Grant ("CBDG") funding for public infrastructure and park projects that serve moderate to low-income neighborhoods. In addition, the interlocal consortium provides community members and non-profits options to apply for home repair grants or loans, support homelessness, and human service funding, among others.

Fiscal & Policy Implications

King County has informed the City that an amendment to the ICA is required prior to August 21, 2023, in order to maintain federal funding. King County has been notified by HUD that since King County is responsible to the federal government for all activities undertaken with CBDG funds and is responsible for all certifications and reporting to HUD that all agreements for CBDG funds must have language incorporating fair housing and civil rights obligations or the King County Consortium will lose HUD funding. The proposed first amendment restates existing ICA Section 1 with the addition of such language.

King County has stated that If the amendment is not approved, King County's status as an "Urban County" would be void and HUD funds will not be available to the City of Lake Forest Park and potentially the entire King County Consortium in 2024-2026.

Alternatives

Results
The City will continue to be eligible to apply and receive funding through the CDBG
The City will not be eligible for CDBG funding.

Staff Recommendation

Approve Resolution Number 23-1909 authorizing the Mayor to sign the First Amendment to the Interlocal Cooperation Agreement with King County for the CDBG Program.

RESOLUTION NO. 23-1909

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON AUTHORIZING THE MAYOR TO SIGN THE FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT WITH KING COUNTY REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, in 2014, the City entered into an Interlocal Cooperation Agreement with King County regarding the Community Development Block Grant Program ("Agreement"); and

WHEREAS, under the Agreement and pursuant to the Housing and Community Development Act of 1974, King County is responsible to the federal government for all activities undertaken with CDBG funds and for ensuring that all CDBG assurances and certifications King County is required to submit to the U.S. State Department of Housing and Urban Development ("HUD") under the Annual Action Plan are met; and

WHEREAS, the Notice CPD-23-02, issued by HUD to King County on April 10, 2023, set forth instructions for continuing qualification for participating urban counties in the CDBG program for Fiscal Years 2024-2026. It requires all existing urban counties to have incorporated in their cooperation agreements certain required language regarding fair housing and civil rights obligations; and

WHEREAS, the purpose of the First Amendment to the Agreement is to expressly state the required language regarding fair housing and civil rights obligations and to memorialize the attendant obligations as though set forth in the Agreement.

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

<u>Section 1. AUTHORIZATION</u>. The City Council of the City of Lake Forest Park, Washington, approves and authorizes the Mayor to sign the first amendment to the interlocal cooperation agreement with King County regarding the Community Development Block Grant Program in substantially the same format as in Attached A.

<u>Section 2. CORRECTIONS.</u> The City Clerk is authorized to make necessary corrections to this resolution, including, but not limited to, the correction of scrivener's/clerical errors, references, 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 August 10, 2023.

	APPROVED:	
	Jeff Johnson Mayor	
ATTEST/AUTHENTICATED:		
Matt McLean, City Clerk	_	
FILED WITH THE CITY CLERK: PASSED BY THE CITY COUNCIL:		

RESOLUTION NO.:

Resolution No. 23-1909

111

AMENDMENT NO. 1 TO THE INTERLOCAL COOPERATION AGREEMENT REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BETWEEN THE CITY OF LAKE FOREST PARK AND KING COUNTY

This First Amendment to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program between the City of Lake Forest Park and King County ("Amendment No. 1" or the "First Amendment") is made by and between the City of Lake Forest Park ("the City"), and King County ("the County"), both of which entities being a unit of general local government in the State of Washington and which may be referred to hereinafter individually as a "Party" and collectively as the "Parties."

RECITALS

- A. On August 14, 2014, pursuant to Ch. 39.34 RCW, the Parties entered that certain Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program (the "Agreement").
- B. As acknowledged by the Agreement, the area encompassed by unincorporated King County and all participating cities has been designated by the United States Department of Housing and Urban Development ("HUD") as an urban county for the purpose of receiving Community Development Block Grant ("CDGB") funds, as administered under the Housing and Community Development Act of 1974 (the "Act").
- C. Signatory jurisdictions to the Agreement are CDBG Consortium Partners for purposes of the Agreement and the Act.
- D. Under the Agreement and pursuant to the Act, King County is responsible to the federal government for all activities undertaken with CDBG funds and for ensuring that all CDBG assurances and certifications King County is required to submit to HUD under the Annual Action Plan are met.
- E. Urban counties are periodically required to requalify for their entitlement status under CDGB and related federal programs.
- F. Under Notice CPD-23-02, issued by HUD April 10, 2023, and setting forth instructions for continuing qualification for participating urban counties in the CDBG program for Fiscal Years 2024-2026, all existing urban counties are required to have incorporated in their cooperation agreements certain required language regarding fair housing and civil rights obligations.
- G. The Agreement does not contain all the required language regarding fair housing and civil rights obligations.

- H. Under Notice CPD-23-02, urban counties have the option of drafting a separate amendment to their existing cooperation agreements with signatory jurisdictions that include the required language rather than drafting a new cooperation agreement that contains the provisions.
- I. The purpose of this First Amendment is to expressly state the required language regarding fair housing and civil rights obligations and to memorialize the attendant obligations as though set forth in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

- 1. The foregoing recitals are true and correct in all respects and are incorporated hereby as if fully set forth herein.
- 2. Section I of the Agreement is hereby amended and restated in its entirety as follows:

"The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities., funded from annual CDBG, ESG and HOME Program funds from federal fiscal years 2024, 2025 and 2026 appropriations, from recaptured funds and from any program income generated from the expenditure of such funds. These activities include the provision of decent housing, homeless assistance, and a suitable living environment and economic development opportunities, principally for persons with very low to moderate incomes. The County and City shall (i) take all actions necessary to assure compliance with the County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, (ii) assure that all CDBG grants will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and (iii) affirmatively furthering fair housing as defined and in accordance with 24 CFR 5.151 and 5.152 and the implementing regulations at 24 CFR part 8, 24 CFR part 35 and 24 CFR part 146."

- 3. Except as specifically provided for in this First Amendment, all other provisions of the Agreement shall remain unchanged and in full force and effect.
- 4. Any capitalized terms not defined in this First Amendment shall have the meanings given them in the Agreement.
- 5. This First Amendment shall be effective as of the date it has been executed by both Parties.

6. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 to the Agreement as of the date set forth below their signatures.

City of Lake Forest Park	King County			
Name: Jeff Johnson	For King County Executive			
Date:				
Title: Mayor	By: Simon P. Foster Title: Division Director Housing, Homelessness and Community Development Department of Community and Human Services			
Attest: Name: Matt McLean Title: City Clerk	_			
Approved as to Form:	Approved as to Form:			
Kim Adams Pratt, City Attorney	Ryan W. Ridings, King County Senior Deputy Prosecuting Attorney			

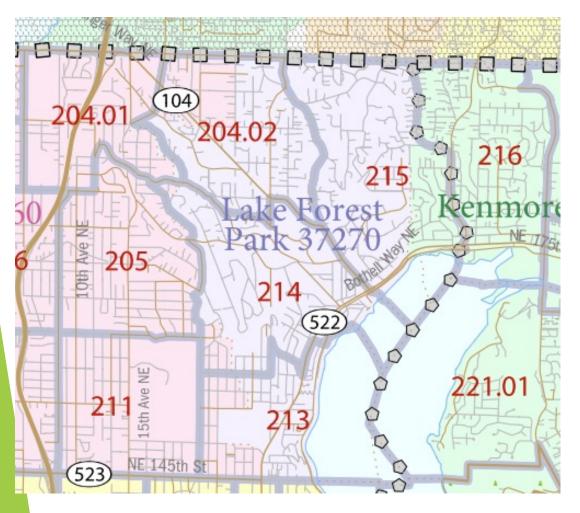
Lake Forest Park, WA



CDBG

- Entitlement Cities
 - ► Population 50,000+
 - ► Funds from HUD directly to that city
- Non-Entitlement Cities
 - Population below 50,000
 - County provides services within those communities
 - ► Community development
 - ► Homeless Housing
 - ▶ Housing Repair

LFP by Census Tract



213 - AMI = \$97,015; 30% below 80% AMI

214 - AMI = \$151,667; 23% below 80% AMI

204.2 - AMI = \$95,500; 37% below 80% AMI

215 - AMI = \$160,000; 21% below 80% AMI

Family Size	80% Income Maximum
1	\$70,650
2	\$80,750
3	\$90,850
4	\$100,900
5	\$109,000
6	\$117,050
7	\$125,150
8	\$133,200
9	\$141,300
10	\$149,350

HUD 80% average income limits for King County based on family size. Data is for 2023 from the HUD Income Limit Query Tool.

King County CDBG Program

https://kingcounty.gov/depts/community-humanservices/housing/services/community-development.aspx

Department of Community and Human Services

Housing, Homelessness and Community Development

Programs

Affordable Housing Planning

Community Development

Homeless Housing Program

Housing Finance Program

Housing Repair

Loans

Grants

Reports

For Contractors

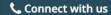
Home » Department of Community and Human Services » Housing, Homelessness and Community Development Programs » Housing Repair

Housing Repair

We provide funding for housing repair services to low-income homeowners and special needs renters in most parts of King County, located in Washington State.

Services

Our funding provides for repairs such as replacing your roof, installing a new septic system, repairs addressing emergency conditions, health and safety repairs or major building preservation issues within the single family owner occupied home. For renters with a disability, we provide funding to make your unit more accessible.



Call Housing Repair at 206-263-9095 to learn more about the process, how to access services, and eligibility criteria.



RESOLUTION NO. 23-1910

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, DIRECTING THE ADMINISTRATION TO PREPARE A LETTER TO THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND SOUND TRANSIT REGARDING REDUCING THE SPEED LIMITS ON STATE ROUTE 522 AND STATE ROUTE 104 WITHIN THE CITY LIMITS

- **WHEREAS,** consistency of speed limits on the State Routes is essential for the safety of all users, whether vehicular, pedestrian, or multi-modal; and
- **WHEREAS**, evidence shows that a slight reduction in speed results in significant safety gains; and
- **WHEREAS**, lowering speed limits is statistically proven to save lives in vehicle on vehicle crashes; and
- **WHEREAS**, lowering speed limits is also proven to save lives when a pedestrian or multi-modal user is struck by a vehicle; and
- **WHEREAS**, The Highway Safety Manual shows that even a 1MPH reduction in operating speeds can result in a 17% decrease in fatal crashes; and
- **WHEREAS**, the speed limit has been lowered to a uniform 35MPH on SR 522 in the Cities of Bothell and Kenmore; and
- **WHEREAS**, the speed limit has been lowered to 35MPH on SR523 (145th Street) in the City of Seattle; and
- **WHEREAS**, the speed limit has been lowered to 35MPH on SR522 from 130th Street NE in the City of Seattle; and
- **WHEREAS**, a pedestrian struck by a vehicle at 40MPH has a 10% chance of survival; and
- **WHEREAS**, a pedestrian struck by a vehicle at 30MPH has a 50% chance of survival;

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

Section 1. DIRECTING THE ADMINISTRATION. The City Council of Lake Forest Park, Washington, directs the Administration to inform The Washington State Department of Transportation and Sound Transit of the City of Lake Forest Park's intention to formally make an application to reduce the speed limits on State Route 522 (Bothell Highway) and State Route 104 (Ballinger Way).

- This intent must be communicated by the Administration by written correspondence with two weeks of this Resolution taking effect, and application made within sixty days of this Resolution.
- The following changes will be requested and make an application for: State Route 522 (Bothell Highway) between Milepost 4.23 and Milepost 6.21, where the maximum speed limit shall be 35MPH and with an investigation of 30MPH for vehicles over a Gross Vehicle Weight of 10,000 pounds.
- State Route 104 (Ballinger Way) 25MPH for its entire length in the City of Lake Forest Park.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 10th day of August 2023.

	APPROVED:
	Jeff Johnson Mayor
ATTEST/AUTHENTICATED:	
Matthew McLean City Clerk	-
FILED WITH THE CITY CLERK:	

Resolution No. 23-1910

RESOLUTION NO.: 23-1910

Regional Manager Brian Nielsen, WSDOT & CEO Julie Timm, Sound Transit,

Lake Forest Park City Council formally requested our administration to apply for a speed reduction on State Route 522 at our August 10th meeting. This letter is in full support of that speed reduction. In addition to the important information in Resolution XXXX, attached we want to encourage WSDOT take into consideration additional information that has been identified by our community.

We are at a point in time where Sound Transit is nearing completion of their redesign of State Highway 522 to accommodate their Stride project. Their project widens 522 to add a North/East bound BAT lane and sidewalks. The final configuration of the roadway will be very similar to 522 in Kenmore where, after a recent speed review, WSDOT reduced the speed to 35MPH.

One element of the Stride project's design that relates to speed is its impact on our community via a two story concrete retaining wall. The City has been working with both Sound Transit and WSDOT to improve the visual design of this wall through tree relief patterns and vines pockets along the wall. While we applaud these efforts, the wall will be a large shift from a green corridor to a concrete corridor. Reducing the speed limit to 35MPH allows a reduction in lane width from 11' to 10'. This would yield a narrower road profile overall by approx. 4' and consequently reduce the amount of hillside that needs to be excavated. This would reduce the height of the retaining wall by approximately 3' (approximately 19% lower). A lower retaining wall lessens the visual impact on our community, reduces the quantity of soil being trucked offsite, shortens the excavation schedule, and reduces costs for Sound Transit. In addition, the reduction of the speed limit would make living in the single-family homes along 522 safer. While these driveways are typically considered low volume and do not generally contribute to lowering speeds, these residents are at high risk as they back into the highway instead of the shoulders they have now.

We entreat WSDOT to reconsider the speed limit of State Highway 522 through Lake Forest Park as this is a win for WSDOT, Sound Transit, and our community.

Additional technical information is provided in Attachments.

Kindly,

Councilmember Semra Riddle Councilmember Larry Goldman Councilmember Tom French, Deputy Mayor

Supporting Technical Data

Following are some data points and information from WSDOT policies and guidance documents, as well as from prior email correspondence and research, regarding speed limits and retaining wall engineering.

While retaining wall design is primarily driven by engineering, there is an opportunity to influence its design through alternate engineering methods and by reducing the speed on State Highway 522.

Reducing the speed can allow 10' wide through traffic lanes. With 4 through traffic lanes, the overall road width can be reduced by 4'. If this reduction is taken solely on the west side the retaining wall will need to hold back the hill at a lower elevation.

Specific data points from the 90% documents:

- a. Wall 20146 S64: narrow by $4'-0'' = ^3.5'$ lower wall
- b. Wall 20146 S129: narrow by $4' = ^5.75'$ lower wall
- c. Average wall height reduction appears to be about 3'

Retaining walls have been shown to provide both acoustic benefits and acoustic challenges to the neighboring homes. While the data is limited to show how reflected noise, being concentrated by a concave wall that is constructed of thick, hard materials will adversely impact the neighboring homes, it is possible and no data has been shown that rules out this specific scenario. If an acoustic nuisance is a result of the current design, there is little to nothing that can be done after it is constructed.

Alternate construction method to reflect sound upward over the homes to the east

- a. Lower wall may be able to be constructed using an alternate structural method that allows a tilted wall to provide some acoustic benefit by directing the sound upward, rather than reflecting back to the homes on the east side of the highway
- b. A soil nail retaining wall at an angle will tilt the concrete panels to assist in directing reflected noise
- c. A sloped concrete block retaining wall is possible, even one with planting pockets, that will both diffract sound and provide some absorptive elements as well

The Council is asking for a reduced speed limit. This reduction is supported by WSDOT policies as follows:

- a. Per 1231-1 of the WSDOT Design Manual M 22-01.21
 - i. Low Speed Highways may have a lane width of 10'-12'
 - ii. "Narrower lanes may be used as part of a speed reduction strategy"
 - iii. "On multilane facilities with width constraints, utilizing narrower inside lanes may permit wider outside lanes for bicycles, freight, and transit."
 - iv. "Reduced lane widths allow more lanes to be provided in areas with constraints and allow shorter pedestrian crossing times because of reduced crossing distances."

v. "Lane widths of 10 ft may be appropriate in constrained areas with low truck and bus volume in pedestrian oriented sections, 10 ft lanes can be beneficial in minimizing crossing distance"

It is clear that the stretch of 522 through LFP could benefit from the narrower lanes to reduce speeds as the speed study showed vehicles traveling over 45 at the 80% level. This means there are vehicles traveling 48, 50, 55MPH. This is far for the intended use of the highway and far from safe. This stretch has significant width constraints as both sides of the highway require a multitude of acquisitions to configure the lanes at the 11' width. Sound transit is building several Stride bus stops along this stretch of 522 which will increase pedestrian crossings and 10' lanes should be utilized to reduce crossing times and distance.

The speed study from early 2023 evaluated this stretch of 522 as-is while it will have a configuration similar to that in Kenmore when the Sound Transit project is complete. Then it is likely to be revised to 35MPH to match that of Kenmore. Now is the time to reevaluate this stretch in it revised configuration such that ST can design their lane widths to match the final speed WSDOT is likely to assign to this stretch once they are complete. A temporary speed reduction is likely to ensure the site is safe during the construction phase and reverting to a higher speed afterwards is not necessary.

Feedback from WSDOT was that Kenmore received a lowering of their speed limit due to the lane configuration and the high activity from commercial access driveways. After Sound Transit LFP will have:

- d. very similar lane configuration when the ST project is complete
- e. similar commercial access needs for the south portion of 522

A major deviation from the Kenmore stretch of 522 is that LFP has several single family residential homes that cannot utilize a pass through driveway and will need to back dangerously into or out of their driveways into the BAT lane with challenging sight lines due to the lower level of the homes. This is unsafe and is not consistent with LFP's goals as a King County Target Zero Task Force partner.

End of Document



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date August 10, 2023

Originating Department Police Department

Contact Person Mike Harden, Police Chief

TitleMoving Dispatch Services from the City of Bothell to the North East King

County Regional Public Safety Communication Agency (NORCOM)

Legislative History

First Presentation
 Aug

August 10, 2023 Regular Meeting

Attachments:

- 1. Letter of intent with NORCOM
- Draft Interlocal Agreement with NORCOM

Executive Summary

The City of Bothell is ending its public safety dispatching services, and the Police Department is forced to find alternatives for dispatching services. The North East King County Regional Public Safety Communications Agency (NORCOM) has offered to supply dispatching services to the City. NORCOM's governing board requires a signed letter of intent in order to vote on whether or not to supply services to the city.

Background

In May of 1999, the City of Lake Forest Park entered an agreement with Bothell Dispatch to implement CAD, RMS, AVL, and Mobile Data Systems. Despite having our own dispatch services at that time, Lake Forest Park Police sought a software solution to digitize our police department's processes. In June 2003, Lake Forest Park made the decision to dissolve its dispatch unit and instead utilize dispatch services provided by the City of Bothell. The integration of the "New World" computer system, now owned by Tyler Systems, was a significant step that brought together Kirkland, Bothell, and Lake Forest Park in a joint endeavor. All of Lake Forest Park's data was hosted in Bothell's servers, and the systems integration allowed seamless access to police reports, records, and dispatched aided calls for officers using mobile and desktop devices.

However, the situation is about to change. On June 20, 2023, the City of Bothell decided to discontinue providing dispatch services to Lake Forest Park, effective at the end of October 2023. Bothell is entering into an agreement with NORCOM, a consolidated 911 call-taking and dispatching communications center founded in 2007 by twenty public safety organizations in the northeast region of King County. NORCOM already serves multiple police and fire agencies, and now, they will take on Bothell's responsibilities. As for Lake Forest Park, we have limited alternatives for dispatch services. Redmond and Issaquah dispatch agencies are options, but they use a different software system called "Spillman," which would involve high costs for conversion. Additionally, the city could consider returning to self-dispatching, but this approach proves to be financially prohibitive.

NORCOM has been preparing for the potential inclusion of Bothell and Lake Forest Park police departments. They provided an initial Service Cost Estimate for Lake Forest Park Police Department's dispatch services, projecting an estimated annual cost of \$463,560, which does not include the expenses related to data conversion and system migration. To proceed with engaging NORCOM's services, the City of Lake Forest Park must seek approval from the NORCOM Governing Board. This approval is crucial as the emergency dispatch system requires a timely transition. Bothell PD is scheduled to transition to NORCOM on November 1, 2023, and Lake Forest Park must also initiate the process promptly to adhere to the same timeline. The city values the partnership with Bothell over the past 20 years and intends to continue their collaboration through NORCOM for police services.

To formalize the engagement with NORCOM, the City of Lake Forest Park must provide a letter of intent signed by either the Mayor or Police Chief and begin working through an initial Interlocal Agreement (ILA) with NORCOM.

Overall, choosing NORCOM is considered the most prudent and fiscally responsible solution for Lake Forest Park's dispatch needs. The urgency of the matter requires prompt action and approval to ensure a smooth transition to NORCOM's services.

Fiscal & Policy Implications

The current annual cost for Bothell dispatch services, equipment, and maintenance amounts to \$179,359.60. Out of this total, \$112,016 is allocated for dispatch services, and \$67,343.60 is earmarked for computer equipment and maintenance.

For the period of November 1, 2023, through December 31st, 2023, the City would pay NORCOM \$71,665 for providing PSAP (public-safety access point) services. The remaining City budget for dispatches services for the 4th quarter will be \$44,839.90, which will be applied to NORCOM services for dispatch, leaving an additional \$26,825 to be adjusted for the year 2023.

Looking ahead to NORCOM's projected 2024 budget, the estimated annual cost for dispatch services for the Lake Forest Park Police Department will be \$463,560. This represents an increase of \$283,560 compared to the current costs. However, the Lake Forest Park Police Department is actively exploring internal processes to identify and implement measures that can help reduce these expenses.

Alternatives

Options	Results
Authorize the Mayor to sign the letter of intent	Staff will send the signed letter to NORCOM's board to vote on whether or not to contract

	with the city. An ILA would then be brought back to the Council to vote on.
 Don't authorize the Mayor to sign the letter of intent 	Staff will seek alternative agencies to provide dispatch services

Staff Recommendation

Authorize the Mayor by motion to sign the letter of intent and send it to NORCOM's governing board. An ILA will be brought back to Council at a future meeting.

Mayor Jeff R. Johnson

17425 Ballinger Way NE Lake Forest Park, WA 98155-5556 Phone: 206-368-5440 Fax: 206-364-6521

Email: cityhall@cityofLFP.gov

www.cityofLFP.gov



Councilmembers
Lorri Bodi
Tom French
Tracy Furutani
Larry Goldman
Phillippa M. Kassover
Jon Lebo
Semra Riddle

August 10, 2023

NORCOM Governing Board P.O. Box 50911 Bellevue, WA 98015-0911

Attention: Mr. Bill Hamilton, Executive Director

Dear Governing Board of NORCOM:

The City of Lake Forest Park currently receives Police PSAP services from the City of Bothell, and as you are aware, the City of Bothell (Bothell) has announced its intent to cease PSAP operations in Q4 of 2023.

In accordance with Section 15 of the North East King County Regional Public Safety Communications Agency Interlocal Agreement (ILA), please consider this letter Lake Forest Park's formal application to the Governing Board to join NORCOM as a Principal Agency effective November 1, 2023 (or a mutually agreeable date later than October 22, 2023).

Lake Forest Park acknowledges that, pursuant to the ILA, this application is subject to potential conditions and approvals the Governing Board may deem appropriate.

Lake Forest Park looks forward to working with NORCOM and its Governing Board in consideration of this request and subsequent transition.

Respectfully,

Jeff Johnson Mayor

CITY OF LAKE FOREST PARK AND NORCOM Expansion of Principal Services Agreement

1. **AGREEMENT**

This City of Lake Forest Park and NORCOM Principal Agreement (the "Agreement") is made and entered between the NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATION AGENCY, a Washington nonprofit corporation formed under Chapters 39.34 and 24.06 RCW ("NORCOM"), and the CITY OF LAKE FOREST PARK, a Washington municipal corporation and code city organized under Title 35A RCW (the "City"). NORCOM and the City are each a "Party" and collectively the "Parties" to this Agreement. The City and NORCOM agree as follows.

2. **RECITALS**

- 2.1 NORCOM is an instrumentality of its member public agencies (the "Principals"), operating pursuant to the NORCOM Interlocal Agreement entered into under Chapter 39.34 RCW and dated October 17, 2007, including all subsequent amendments (the "ILA"). NORCOM operates and maintains a consolidated public safety/emergency communication center for the benefit of the Principals and other Subscribers of NORCOM services (collectively, the "Participating Agencies"). The ILA and Chapter 39.34 RCW authorize NORCOM to admit additional Principals when certain conditions are met.
- 2.2 The City operates a law enforcement agency known as Lake Forest Park Police which has law enforcement powers granted by *inter alia* Article XI, § 11 of the Washington State Constitution, RCW 35A.21.161, and RCW 35A11.020.
- 2.3 All law enforcement agencies, including the Lake Forest Park Police and those of the Participating Agencies, have the responsibility to provide effective law enforcement to protect lives and property and keep the peace. Effective law enforcement depends upon the ability of responding officers to have effective 911 emergency communications service including, but not limited to, the answering of 911 emergency calls and the dispatch thereof.
- 2.4 In order to provide for more effective 911 emergency communications services, including efficient processing of emergency calls and the dispatch thereof, and to otherwise provide for emergency communications services as authorized and defined by law including, but not limited to, enhanced 911 systems under RCW 38.52.540 and Chapter 118-66 WAC, the Parties desire to: (i) formalize the existing working relationship between the City and NORCOM; (ii) consolidate the City's emergency services communications system with NORCOM's; and (iii) expand the City as a Principal of NORCOM.
- 2.5 The Governing Board of NORCOM by supermajority vote and the Lake Forest Park City Council each approved the execution of this Expansion of Services Agreement.

3. TERMS OF PRINCIPAL ADMISSION

- 3.1 <u>Admission as Principal; Acceptance of ILA.</u> As of November 1, 2023, the City is admitted as a Principal of NORCOM under the terms and conditions of the ILA. The City accepts and agrees to fully comply with the terms of the ILA.
- 3.2 <u>Payment Schedule</u>. The City agrees to be responsible to pay the First-Year Fee, the Second-Year Fee and the One-Time Costs in the amounts and according to the payment schedule, including without limitation the True-Up process, attached and incorporated herein by this reference as <u>Exhibit A</u> ("Payment Schedule"). Thereafter, all payments will be in accordance with the ILA.
- 3.3 <u>Venue</u>. The City and NORCOM expressly consent to the jurisdiction of the Superior Court for King County, Washington and the United States District Court for the District of Western Washington for any claim specifically authorized in this Agreement.

GENERAL

- 4.1 Entire Agreement; ILA Controls. This Agreement governs the admission of the City as a Principal of NORCOM and supersedes any prior understandings regarding the same. To the extent there is a conflict between (i) Section 3.2 and the Payment Schedule and (ii) the ILA, this Agreement controls. In all other respects, the ILA controls and governs the entire understanding between the Parties. No amendment of or supplement to this Agreement is valid or effective unless consistent with the ILA and made in writing and executed by the Parties.
- 4.2 <u>Definitions</u>. To the extent applicable, capitalized terms in this Agreement are intended to have the same meanings as the terms that are so defined in the "Definitions" section of the ILA. In any conflict of definitions, the ILA controls. When not provided for in the ILA, capitalized terms have the meanings assigned in this Agreement.
- 4.3 <u>Governing Law</u>. This Agreement is governed by and construed according to the laws of the State of Washington. As against the other Party, each Party may file suit to enforce this Agreement only in accordance with Section 3.3.
- 4.4 <u>Successors and Assigns</u>. All of the provisions, terms, conditions and requirements contained in this Agreement are binding upon the successors and assigns of the Parties.
- 4.5 <u>No Third Party Rights</u>. This Agreement is solely for the benefit of the Parties and does not grant any right to any other party or person.
- 4.6 <u>Severability</u>. The provisions of this Agreement are separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, holds any provision of this Agreement invalid or unenforceable as to any person or circumstance, the offending provision, if feasible, is modified to be within the limits of enforceability or validity. If the offending provision cannot be modified, it is null and void with respect to the particular person or circumstance. All other provisions of this Agreement in all

other respects, and the offending provision with respect to all other persons and all other circumstances, remain valid and enforceable.

- 4.7 <u>Captions</u>. Captions given to the various provisions of this Agreement are for convenience only and are not intended to modify or affect the meaning of any provision.
- 4.8 <u>Counterparts</u>. This Agreement may be executed and delivered in counterparts, each of which is considered an original and all of which together constitute one and the same agreement.
- 4.9 <u>Effective Date</u>. This Agreement takes effect on November 1, 2023, following the authorized execution by each of the Parties as shown by the below signatures.

CITY OF LAKE FOREST PARK	NORCOM
Ву:	Ву:
Its:	Its:

EXHIBIT A PAYMENT SCHEDULE

- 1. <u>Cost Allocation Formula.</u> NORCOM's Governing Board (the "Board") has the exclusive authority to establish User Fee formulas under the ILA. The Board has currently established a User Fee formula based on a cost allocation model per service functions. The primary function billed for dispatch services consists of Calls for Service ("CFS"). Warrant entry and verification is a data service that is billed under the current cost allocation model. The estimated fees below include services for 911 call taking, dispatch, warrant entry/verification and related technology as per the technology support matrix provided to the City. There are also separate functions, such as usage numbers for the data channel and the number of authorized users for computer access. In the future, the Board may consider other functional areas for billing.
- 2. Rolling 8-Quarter Average of Call Volume, Initial Two-Year Estimate; Reconciliation. Billing to NORCOM agencies is currently based on a rolling 8 quarter average of call volume data, as determined when preparing and adopting the NORCOM budget. Because NORCOM's budget is prepared and adopted by August of each year, the 2024 budget will be adopted at a time when the City has not received Law Enforcement services from NORCOM. The Parties therefore recognize and acknowledge that the estimates of CFS, data and other function costs assigned to the City are in the first two years may be under or over the original good faith estimates and will not be stable or predictable until after the City has received these services for two full years of operations. Accordingly, NORCOM and the City agree to this Payment Schedule, which is intended to provide for billing based on estimates during the first two years.
- 3. <u>2023 Fees.</u> The City shall pay NORCOM \$71,665 for providing PSAP services for the period November 1, 2023 thought December 31st, 2023.
- 4. <u>First Year Fee (2024)</u>. The First-Year Fee is based on an analysis of the applicable data provided by the City and reviewed by NORCOM, and best represents the Parties' best estimate of allocable fees for the entire first year of services.

Call data was provided by the City, for 2020- Q1 2023. NORCOM's 2024 fees are determined by Q2-4 of 2021, all 2022 and Q1 of 2023. With these estimations NORCOM calculated a fee using its functional allocation fee calculation for call receiving and police calls. NORCOM was unable to identify true volume for Police Data functions, however made estimations based on the call data provided.

The City shall pay an annual initial fee determined by NORCOM's fee allocation calculation, to be payable quarterly as provided in the ILA.

- 5. <u>Second Year Fee (2015)</u>. NORCOM will use its functional allocation calculation. NORCOM will continue to make an estimate on Police Data volume, using trends identified in the development of 2024 fees, and actual 2024 data collected by NORCOM.
- 6. <u>One-Time Costs</u>. Any costs not expressly contained in this agreement will be responsibility of the City.

Section 9, ItemB.

Dispatch Services

Lake Forest Park Police Department

August 2023 Chief Harden

Dispatch History

- Prior to 1999 LFP Dispatch Services
- Initial Agreement with Bothell Dispatch (May 1999)
- Software Solution Transition to Bothell Dispatch Services (June 2003)
 - LFP decided to dissolve Lake Forest Park's dispatch unit and partner with Bothell for dispatch services
- Integration of "New World" Software (2004-05)
 - Collaboration with Kirkland, Bothell, and LFP in integrating
 "New World" software for CAD, RMS, and Mobile systems
 - Housing data on Bothell's servers



Bothell Dispatch

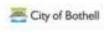
- Bothell's Decision to End Dispatch Services (June 2023)
 - For Bothell PD and LFPPD
- Arrangement with Bothell
 - History of cost-effective arrangements with Bothell
- 2018 Negotiations



NORCOM - Overview

- Consolidated 911 call taking and dispatching communications center
- Tyler Systems "New World" Software
- Governing Board (each agency has a vote)
- 6 Police Agencies
 - Bellevue Police Department
 - Clyde Hill Police Department
 - Kirkland Police Department
 - Medina Police Department
 - Mercer Island Police Department
 - Normandy Park Police Department)
- 14 Fire/EMT Agencies
 - Our Shoreline Fire / Northshore Fire



































Alternatives

• Alternative Dispatch Systems - Challenges

- Lake Forest Park Dispatch
- Redmond (Duvall)
- Issaquah (Snoqualmie)
- King County
- Snohomish County

Barriers

- Cost
- Software compatibility
- Officer Backup (Distance)



Preparation and Costs

- Current Costs \$180,000 per year
 - Dispatch services, equipment, and maintenance.
- NORCOM Preparation
- Service Cost Estimate
 - Incident volume and data calls 9,241 Incidents per year based on 3-year average.
 - Reduced to 9,172
 - Data Calls
- BCFS (Billable Call for Service) Model
 - One cost per call
- Annual costs for dispatch services for the Lake Forest Park Police Department is \$463,560
- Data Conversion
 - Additional costs and time required for data conversion.
 - Challenges

Expense Reduction

Reducing Expenses

- Modifying radio usage
- Potential concerns about officer safety
- Process and procedure changes with patrol
 - Self Dispatch



2023 / 2024 Budget

2023 Costs

- Bothell Dispatch Budget for the 4th quarter 2023 is \$44,840 (remaining)
- We would be prorated for October 2023 services (\$14,947)
- The remaining budget (\$29,893) would be applied to NORCOM services for dispatch
- November 1, 2023, through December 31st, 2023, the City would pay NORCOM \$71,665 for providing PSAP services.
- Leaving an additional \$41,772 to be adjusted for the year 2023.

• 2024 Costs

- Current Dispatch Budget \$180,000
- NORCOM Cost is \$463,560
- Leaving an additional \$283,560 to be adjusted.

Next Steps

- Timeline and Urgency
 - October 18th November 1st
 - November 1st On NORCOM
- Letter of Intent
 - Signed Tonight
 - Presented to NORCOM for approval at their scheduled board meeting tomorrow
- Engage with NORCOM
 - Work out ILA and All the dispatch/software processes
- ILA at next Council Meeting
 - September 14th



Questions

City Administrator Report City of Lake Forest Park

Date: August 10, 2023

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

CC: Honorable Mayor Jeff Johnson

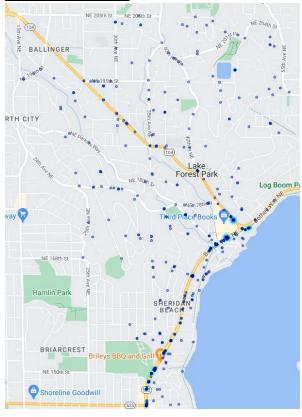
Leadership Team

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

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

I. Intergovernmental and local issues update.

Police Department



Police incidents heatmap for **July 2023**:

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

Suspicious Circumstances	63
Parking	24
Welfare Check	22
Alarm	20
Warrant LFP	17
Theft	15
Disturbance	15
Traffic Accident	13
Trespass	10
Animal	7
Graffiti	7
MV Theft	6
Fireworks	6
Hit and Run	4

Notable Incidents

A Lyft driver reported an incident of ID theft and fraud to the police. According to the driver, someone claiming to be a "Lyft Manager" had reached out to him and requested his personal information. Subsequently, the driver discovered that he had fallen victim to identity theft.





An unknown subject torched a "Port A Potty" that was located at the Horizon View Park. No leads at this time. Investigation is ongoing.

Officers responded to a residential burglary where the suspect was able to open the garage door and steal some items from the garage. No leads at this time.

The police received calls from concerned citizens regarding an "artist" playing the flute using a speaker at the ARCO station. When the gas station employee requested her to leave, the artist refused. However, the officers were successful in persuading the artist that the ARCO station was not an appropriate venue for her performance, and she eventually moved along.

Officers assisted Bothel PD officers with a residential burglary in progress.

A subject tried to leave Ross with a shopping cart full of unpaid merchandise. As soon as the subject saw our officers approaching the store, he decided to drop the shopping cart and run.

Officers recovered a stolen vehicle on 191st Street.

Officers were able to catch a dog who had decided to go for a run without the owner.





A smart car driver was pulled over on Bothell Way NE for excessively speeding at a staggering 80 mph. Due to the dangerous and reckless behavior, the driver was promptly arrested and issued a citation for Reckless Driving.

Officers were dispatched to conduct a welfare check, and upon reaching the location, they discovered that the individual in question had passed away approximately 10 days prior to the

welfare check call. There were no signs of foul play, and the likely cause of death appeared to be related to medical issues.

Officers responded to a disturbance call at Mod Pizza. A transient who was carrying a knife was harassing some customers. He was arrested and trespassed.

Officers trespassed from Planet Fitness a subject who was caught smoking methamphetamine in the gym bathroom.

A fatal collision occurred at the intersection of Ballinger Way NE and 190th Street, involving a motorized scooter and a vehicle approaching from the opposite direction. Regrettably, the collision resulted in the death of the scooter rider. The preliminary investigation revealed that the driver of the vehicle was not speeding and was not under the influence of any substances.

Officers responded to a hit & run incident where a driver hit a mailbox and a street sign. No leads at this time.

National Night Out



The National Night Out was once again a resounding success! Our dedicated officers, supervisors, and NEMCo volunteers actively participated in more than 30 events. We distributed LFPPD & City brochures to citizens, engaged in meaningful discussions about the complexities of modern policing, and patiently answered numerous questions. The feedback from citizens was overwhelmingly positive, with many expressing their sense of security in Lake Forest Park. We addressed

concerns regarding property crime, speeding enforcement, and parking issues, reassuring the community of our commitment to their safety. The kids were thrilled with the gift bags and they thoroughly enjoyed exploring our patrol vehicles. Overall, the event was exceptionally well-received and truly accomplished its goals.

NEMCo

This week, NEMCo attended National Night Out events in both Lake Forest Park and Kenmore. In Lake Forest Park, volunteers paired up with police officers to visit various block parties and share information on disaster preparedness and upcoming events. In Kenmore, volunteers staffed the NEMCo tent and shared similar information while also hosting demonstrations on the neighborhood GMRS radio network and drone programs that are in the early stages of development. In total, NEMCo handed out approximately 200 pre-stuffed bags containing disaster preparedness information, 'HELP/OK' signs for use in homes and vehicles, as well as newly reformatted flyers on the CERT and RACES volunteer groups.

On August 12, NEMCo will also be coordinating with Shoreline Fire Department to host a Fire Fighter Rehab class for its volunteers. During this training, volunteers will learn how to help supplement fire department staff during disasters by facilitating a safe place for fire fighters to rest during extended operations. Building on the nationally recognized CERT module on this topic, NEMCo will be tailoring this training to meet the needs of Shoreline Fire Department and touring their rehab unit to become familiar with the equipment they may be asked to work with during events.

Public Works Department

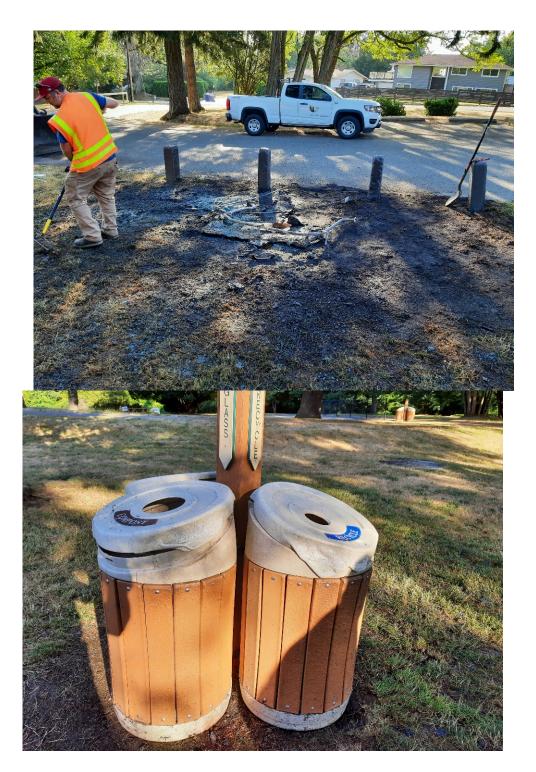
Octavia Bulter Honorary Street Dedication

With over 100 residents in attendance, 37th NE Avenue between NE 162nd Street and NE 165th Street, received an honorary street name for the prolific science fiction writer, Octavia Butler.



Park Damage

Public Works crews cleaned up a scene at Horizon View where a porta potty and receptacles were destroyed by fire.



Pavement Markings

King County performed their annual refresh for pavement markings that have been identified below the acceptable thresholds.



Building Department

July permitting numbers are as shown below:

3RD QUA	RTER				
Jul-23					
Permit Type	Issued	Fees			
New Single Family Home	0	\$0.00			
New Multi-Family Home	0	\$0.00			
Alteration, Remodel, Addition	17	\$11,436.93			
Mechanical	22	\$5,438.40			
Plumbing	7	\$2,611.29			
Right of Way	7	\$3,524.40			
Sewer	6	\$6,823.70			
Clear & Grading	0	\$0.00			
Sound Transit ROWs - 0 permits - \$0					
Total	59	\$29,834.72			

2023 Annual Paving Program

In preparation for the upcoming paving work, Public Works crews uncovered a significant piece of timber approximately 18" under the soon-to-be-paved roadway on NE 187th Avenue between 35th Avenue NE and 37th Avenue NE.



II. Internal City Information

Passport Services

During July, we processed 271 passports with 149 photos for a total revenue of \$12,405. By comparison, in May 2022, there was a revenue of \$18,283. In May 2022, we processed 393 applications with 283 photos. Unfortunately, we had a few agents off during this month, which accounts for the lower number of applications processed this year.

Month	Passport Revenue	Photo Revenue	Total
May	\$9,485	\$2,920	\$12,405

Public Records

For July, there were 12 police department record requests made, along with 11 public records requests made. The staff has spent over 38 hours on records requests with three public records requests still open.

Page 8 of 10

Staff also sent 11 boxes of records to the Washington State Archives for storing, and we destroyed 18 boxes of records in accordance with the retention schedule.

III. Council Information

	2016	2017	2018	2019	2020	2021	2022	2023
ADU Permits	1	1	0	1	4	0	4*	1**
 One complete, three under construction 	n							
** In plan review								

IV. Response to Citizen and Council Comments

V. Contract Reporting

The contract for the Comprehensive Plan Update with SCJ Alliance is before council August 10, 2023. To take advantage of getting the word out early for this project, the post card below was distributed during National Night Out. Thanks to PD for helping with this effort!



VI. Legislative Update

VII. Community Events

Picnic in the Park is back! Help the City in celebrating our LFP community on Saturday, September 9, 2023, from 10:00 a.m. to 3:00 p.m., at Pfingst Animal Acres Park! Join with family and friends for music, booths, kid's attractions and activities, food trucks, and more! We look forward to seeing you there!

VIII. Upcoming City Sponsored Events

Go Electric! Keep Calm & Solar On

August 17, 2023, 6:00 PM @ The Hangar

The Cities of LFP, Kenmore, and Shoreline are partnering together to host a GO ELECTRIC! workshop series! In the second session, learn from local contractors and neighbors how installing solar panels can save you money, add value to your home, and reduce your carbon emissions. We'll review the upfront costs, discounts, and rebates available to you!

City Hall Closed (Labor Day holiday)

September 4, 2023, 9:00 AM - 5:00 PM

IX. Meetings Calendar

City Council Committee of the Whole Special Meeting (hybrid meeting)

August 14, 2023, 6:00 PM - 7:30 PM @ City Hall and via Zoom

CANCELED City Council Budget & Finance Committee Meeting

August 17, 2023

CANCELED City Council Committee of the Whole Meeting

August 21, 2023

Parks and Recreation Advisory Board Meeting (hybrid meeting)

August 22, 2023, 7:00 PM @ City Hall and via Zoom

CANCELED City Council Regular Business Meeting

August 24, 2023

Climate Action Committee Meeting (hybrid meeting)

September 5, 2023, 7:00 PM @ City Hall and via Zoom

Tree Board Meeting (Hybrid)

September 6, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom

<u>Planning Commission Regular Meeting (hybrid meeting)</u>

September 12, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom

North King County Coalition on Homelessness

September 14, 2023, 1:00 PM - 2:30 PM

City Council Work Session (hybrid meeting)

Section 11, ItemC.

Page 10 of 10

September 14, 2023, 6:00 PM - 7:00 PM @ City Hall and via Zoom

City Council Regular Business Meeting (hybrid meeting)

September 14, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom