



# CITY OF LAKE FOREST PARK CITY COUNCIL WORK SESSION

Thursday, June 08, 2023 at 6:00 PM

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

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## 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.).*

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Public Comment is not taken during the Work Session.

As allowed by law, the Council may add items not listed on the agenda.  
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## AGENDA

1. **CALL TO ORDER: 6:00 PM**
2. **ADOPTION OF AGENDA**
3. **COUNCIL DISCUSSION TOPICS**
  - A. Draft Ordinance 23-1269 amending Chapter 16.14 of the Lake Forest Park Municipal Code, Tree Canopy Preservation and Enhancement
  - B. Review of Capital Improvement Plan Pavement Resurfacing Plan
4. **ADJOURN**

## **FUTURE SCHEDULE**

- Thursday, June 15, 2023 City Council Budget and Finance Committee Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*
- Monday, June 19, 2023 City Offices Closed in Observance of Juneteenth
- Thursday, June 22, 2023 City Council Regular Meeting 7 pm – *hybrid meeting (Zoom and City Hall)*
- Tuesday, July 4, 2023 City Offices Closed in Observance of Independence Day
- Thursday, July 13, 2023 City Council Work Session Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*

*Hall)*

- Thursday, July 13, 2023 City Council Regular Meeting 7 pm – hybrid meeting (Zoom and City Hall)*
- Thursday, July 20, 2023 City Council Budget and Finance Committee Meeting 6 pm – hybrid meeting (Zoom and City Hall)*
- Monday, July 24, 2023 City Council Committee of the Whole Meeting 6 pm – hybrid meeting (Zoom and City Hall)*
- Thursday, July 27, 2023 City Council Regular Meeting 7 pm – hybrid meeting (Zoom and City Hall)*

*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.*



# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

**Meeting Date**                      June 8, 2023

**Originating Department**      Planning

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

**Title**                                      Draft Ordinance 23-1269 amending Chapter 16.14 of the Lake Forest Park Municipal Code, Tree Canopy Preservation and Enhancement

### Legislative History

- First Presentation - April 13, 2023, City Council work session
- Second Presentation – June 8, 2023, City Council work session

### Attachments:

1. ATT 1 - Draft Ordinance 23-1269 amending Chapter 16.14 of the Lake Forest Park Municipal Code, Tree Canopy Preservation and Enhancement
2. ATT 2 - For consideration: ROW Corridor Off-site Replanting Areas
3. ATT 3 – Cooperative Agreement Between Sound Transit, City of Shoreline, and King Conservation District for Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership

### Executive Summary

Chapter 16.14 LFPMC, Tree Canopy Preservation and Enhancement, does not currently include a comprehensive regulatory program for large scale projects that necessitate removal of trees with the right-of-way (ROW) and adjacent private lots, such as Sound Transit’s Bus Rapid Transit project. The draft Ordinance proposes regulations that would further the goals of the City as described in Chapter 16.14 LFPMC, as well as provide a well-defined permitting path for applicants. The draft regulations define the ROW corridor as 1000 feet on either side of the ROW, adjusting for Lake Washington; require a replacement of the canopy coverage that will be lost from the project; and require a 3-year maintenance and monitoring plan.

The draft ordinance also prioritizes where replanting occurs. The first priority is replanting in the corridor. Two alternatives are proposed for the second priority: either defined areas where tree canopy is lacking in the City, or use of a third-party replanting program funded by the

agency and approved by the City. Attachment 3 is such an agreement between Sound Transit, City of Shoreline, and King Conservation District (KCD) related to mitigating tree/vegetation removal related to the Lynnwood Link light rail project. KCD serves as the third party that implements the replacement plan in this agreement. Section 16.14.040(C)(6) on page 12-13 of the draft ordinance includes this type of third party agreement as an option for Council to consider.

The provision in Chapter 16.14 LFPMC used to regulate small scale projects that seek removal of trees in the right-of-way would also benefit from additional detail and clarity. The draft ordinance proposes criteria for removal of trees in the ROW, and that one tree be replanted for each tree removed, replacing the canopy coverage lost.

**Background**

At the April 13, 2023, work session Council discussed some of the draft provisions in the ordinance and associated policy questions. This discussion was used to develop the draft ordinance begin considered at the June 8, 2023, work session. The Tree Board also discussed this draft ordinance at its May 3, 2023, meeting and provided feedback to Planning Director Bennett.

**Fiscal & Policy Implications**

There are no known fiscal implications at this time.

**Staff Recommendation**

Staff recommends that the City Council review, discuss, and provide feedback regarding the draft ordinance. Staff also requests direction regarding a public hearing on the draft amendments to Chapter 16.14. LFPMC.

Highlighted information has been added or amended since Council's May 22, 2023, meeting.

ORDINANCE NO. 23-1269

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING CHAPTER 16.14 OF THE LAKE FOREST PARK MUNICIPAL CODE, TREE CANOPY PRESERVATION AND ENHANCEMENT; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, trees in Lake Forest Park serve an important role and it is the policy of the City to provide a diverse, healthy tree canopy for future generations; maximize the benefits provided by trees and their understory vegetation; mitigate economic, environmental, and community consequences of tree loss; provide regulations that result in no net loss of tree canopy coverage; allow reasonable use of property; promote retention of existing viable, mature trees over removal and replacement; and protect exceptional trees; and

WHEREAS, and the City Council has previously adopted Chapter 16.14 of the Lake Forest Park Municipal Code ("LFPMC"), Tree Canopy Preservation and Enhancement to carry out these policies; and

WHEREAS, Chapter 16.14 LFPMC does not currently include a comprehensive regulatory program for large scale projects that necessitate removal of trees with the right-of-way and adjacent private lots; adoption of such regulations would further the goals of the City as well as provide a well-defined permitting path for applicants; and

WHEREAS, provision in Chapter 16.14 LFPMC used to regulate small scale projects that seek removal of trees in the right-of-way would also benefit from additional detail and clarity;

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

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

1           **WHEREAS**, the City's Tree Board held a public meeting on May 3, 2023, to  
2 discuss amendments to Chapter 16.14 LFPMC; and

3  
4           **WHEREAS**, the City Council held public meetings to discuss amendments to  
5 Chapter 16.14 LFPMC on April 13, 2023, May 22, 2023, June 8, 2023, and \_\_\_\_; and

6  
7           **WHEREAS**, the City Council held a public hearing on \_\_\_\_\_, 2023, regarding  
8 the proposed ordinance.

9  
10           **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE FOREST**  
11 **PARK, WASHINGTON, DO ORDAIN AS FOLLOWS:**

12  
13           Section 1. AMEND. The City Council of the City of Lake Forest Park hereby  
14 amends LFPMC 16.14.030, Definitions, as follows:

15           **16.14.030 Definitions.**

16 For the purposes of this chapter, the following terms are defined as follows:

17 "Administrator" means the planning director or the planning director's designee.

18 "At-risk tree" means a tree that is exposed to potential damage but can be preserved  
19 during the construction process of major or minor development, through strict  
20 adherence to recommendations from the city's qualified arborist.

21 "Best management practices (BMPs)" means adherence to tree health care standards  
22 detailed in the current edition of the American National Standards Institute (ANSI) A300  
23 and the current edition of the International Society of Arboriculture (ISA) BMPs including  
24 the special companion publication to the ANSI A300, Best Management Practices for  
25 Utility Pruning of Trees.

26 "Caliper" means the industry standard for measurement of nursery stock size. Caliper is  
27 measured six inches above the root collar for nursery stock four inches in diameter and  
28 smaller.

29 "Canopy" means the part of the tree crown composed of leaves and small twigs or the  
30 collective branches and foliage of a group of trees' crowns.

31 "Canopy coverage" means the area covered by the canopy of trees on the lot. When a  
32 tree trunk straddles a property line, 50 percent of the canopy shall be counted towards  
33 each property's canopy coverage. The canopy coverage of the immature trees and  
34 newly planted trees is determined using the projected canopy areas in the Lake Forest  
35 Park general tree list.

36 "Critical root zone (CRZ)" means the International Society of Arboriculture (ISA)  
37 definition of CRZ as an area equal to one-foot radius from the base of the tree's trunk  
38 for each one inch of the tree's diameter at 4.5 feet above grade (referred to as diameter

1 at breast height). Example: A 24-inch diameter tree would have a critical root zone  
2 radius (CRZ) of 24 feet. The total protection zone, including trunk, would be 50 feet in  
3 diameter.

4 “Crown” means that portion of the tree’s stem that is occupied by branches with live  
5 foliage.

6 “DBH” or “DSH” is an acronym for tree diameter at breast height (or standard height)  
7 which means the diameter of existing trees measured 4.5 feet above the ground line on  
8 the high side of the tree. For the purposes of code enforcement, if a tree has been  
9 removed and only the stump remains, the size of the tree shall be the diameter of the  
10 top of the stump adjusted to DBH using published tables or regression curves.

11 “Dead tree” means a tree with no live crown and no functioning vascular tissue.

12 “Demolition” means the complete tearing down, razing, or removal of a building or  
13 structure. A building is considered demolished even if the foundation remains.

14 “Dripline” for a tree is delineated by a vertical line extended from the outermost branch  
15 tips to the ground, or six-foot radius from the stem of the tree, whichever is greater.

16 “Environmentally critical areas” or “critical areas” and their buffers are defined in  
17 Chapter 16.16 LFPMC.

18 “Exceptional tree” means a viable tree, which because of its unique combination of size  
19 and species, age, location, and health is worthy of long-term retention, as determined  
20 by the city’s qualified arborist. To be considered exceptional, a tree must meet the  
21 following criteria:

- 22 1. The tree must be included in and have a diameter at breast height (DBH) that  
23 is equal to or greater than the threshold diameters listed in Table 1;
- 24 2. The tree shall exhibit healthful vigor for its age and species;
- 25 3. The tree shall not be considered a significant risk in regard to existing utilities  
26 and structures as evaluated per the tree risk assessment defined in LFPMC  
27 16.14.080(A)(1);
- 28 4. The tree shall have no visual structural defects that cannot be mitigated by one  
29 or more measures outlined in the International Society of Arboriculture Best  
30 Management Practices; and
- 31 5. If retained under current tree growth conditions, the tree can be expected to  
32 remain viable with reasonable and prudent management and care.

Table 1: Exceptional Tree Species and Their Threshold Diameters	
Species	Threshold Diameter (DBH)
Bigleaf MAPLE – <i>Acer macrophyllum</i>	42 inches
Douglas FIR – <i>Pseudotsuga menziesii</i>	42 inches
Grand FIR – <i>Abies grandis</i>	33 inches
MADRONA – <i>Arbutus menziesii</i>	12 inches
Western HEMLOCK – <i>Tsuga heterophylla</i>	36 inches
Western Red CEDAR – <i>Thuja plicata</i>	42 inches
Western White PINE – <i>Pinus monticola</i>	36 inches

- 1
- 2 “Forest health emergency” means the introduction of, or an outbreak of, an exotic forest
- 3 insect or disease that poses an imminent danger of damage to the environment by
- 4 threatening the survivability of native tree species, as defined in Chapter 76.06 RCW.
- 5 “General tree list” means a list of tree species that is maintained by the city and
- 6 approved by the city’s qualified arborist for planting as replacement trees, as well as
- 7 tree species that are prohibited from being planted as replacement trees.
- 8 “Grove” means a contiguous grouping of trees with overlapping canopies that are 12
- 9 inches DBH or greater and that occupy no less than 7,000 square feet or more in size.
- 10 “Interior critical root zone (ICRZ)” means an area encircling the base of a tree equal to
- 11 one-half the diameter of the critical root zone. Disturbance of this area beneath a tree
- 12 would cause significant impact to the tree, potentially life threatening, and would require
- 13 maximum post-care treatment to retain the tree.
- 14 “Invasive tree” means a tree listed as a weed of concern in Chapter 16-750 WAC,
- 15 Chapter 17.10 RCW, or by King County in its noxious weed list.
- 16 “Landmark tree” means a significant tree that is at least 24 inches in diameter (DBH).
- 17 “Limits of disturbance” means the boundary between the area of minimum protection
- 18 around a tree and the allowable site disturbance as determined by the city’s qualified
- 19 arborist.



1 “Major development activity” means subdivision or short subdivision; construction or  
2 demolition of single-family, multifamily, or commercial buildings; and alterations, repairs,  
3 enlargements or additions that add 1,000 square feet or more of impervious surface  
4 coverage.

5 “Minor development activity” means any activity that requires federal, state, or local  
6 approval for the use or modification of land or its resource, except those defined as  
7 “major development activity.” These activities include, but are not limited to, additions,  
8 enlargements, or alterations to existing structures, construction of retaining walls,  
9 fences, driveways, and garages, clearing and grading activity, and activity in the right-  
10 of-way that is not exempt from permit requirements.

11 “Multi-stemmed tree” means a tree that has one stem at ground level but that splits into  
12 two or more stems above ground level. Trees whose stems diverge below ground level  
13 are considered separate trees. Where a tree splits into several trunks below typical  
14 DBH, the DBH for the tree is the square root of the sum of the DBH for each individual  
15 stem squared (example with three stems: DBH = square root of [(stem 1)2 + (stem 2)2 +  
16 (stem 3)2]).

17 “Native” means trees and plants native to western Washington.

18 ~~“Off-site replanting” means any one or combination of the following:~~

19 “Off-site replanting fee” means the payment of a mitigation fee to the city tree account in  
20 an amount equal to replacement cost, as defined by the current edition of the Council of  
21 Tree and Landscape Appraisers Guide for Plant Appraisal, for off-site replanting. For  
22 the purpose of calculation, each 450 square feet of canopy coverage being replaced off-  
23 site shall be considered one tree.

24 “Off-site replanting program” for utility forest management plans means, a utility-funded,  
25 city-approved, tree replacement program that provides monies or vouchers to adjacent  
26 property owners or the city to effectuate tree replacement, which may or may not be  
27 within the utility corridor or right-of-way. For ROW corridor canopy replacement plans  
28 this means an agency funded, city approved, tree replacement program that provides  
29 monies to a qualified third party to effectuate tree replacement outside the ROW  
30 corridor.

**Commented [KA2]:** Additional information to be provided regarding programs other cities and ST have used.

31 “Person” means an individual, corporation, municipal corporation, association, LLC  
32 (limited liability corporation), or any legal entity.

33 “Proactive forest management plan” means a plan for maintenance, management,  
34 preservation and enhancement of trees on a lot or lots that includes a qualified  
35 arborist’s approach for maintenance and pruning, tree removal, tree planting and forest  
36 enhancement over the course of five or more years.

37 “Protected tree” means a tree and associated understory vegetation identified for  
38 retention and protection on an approved tree protection and replacement plan and/or

1 permanently protected by easement, tract, or covenant restriction. Property owners are  
2 responsible for protected trees remaining viable and achieving their 30-year maturity  
3 goals, including normal care, maintenance, and pruning. Should a protected tree  
4 become diseased to the point that it must be removed or die, the property owner is also  
5 responsible for replacing the tree with a tree or trees that will achieve the original  
6 canopy coverage for which the protected tree was planted to achieve.

7 “Risk” in the context of trees is the cross-referencing of the likelihood of a tree failure  
8 occurring and the severity of the associated consequences to a target.

9 “Qualified arborist” is an individual who is a certified professional with academic and  
10 field experience that makes them a recognized expert in urban forestry and tree  
11 protection during development. A qualified arborist shall be a ~~certified arborist member~~  
12 ~~of with~~ the International Society of Arboriculture (ISA) and/or ~~the a member of the~~  
13 Association of Consulting Arborists and shall have specific experience with urban tree  
14 management in the state of Washington. Additionally, the city’s qualified arborist shall  
15 be a certified arborist or board certified master arborist, as certified by the International  
16 Society of Arboriculture, and be ISA Tree Risk Assessment Qualified and have the  
17 necessary training and experience to use and apply the appraisal methodology  
18 prescribed in the current edition of the ISA Plant Appraisal Guide.

19 “Right-of-way corridor (ROW corridor)” means, within the jurisdiction of the City, the  
20 public right-of way plus the area within 1000 linear feet on either side of the right-of-way  
21 boundary lines where trees in the right-of-way are removed. Where the 1000 feet  
22 includes portions of Lake Washington, that waterward portion shall be added to the  
23 other side of the ROW corridor so that a corridor width of 2000 linear feet plus the ROW  
24 width is established for the length of the project and it only includes upland areas.

25 “Right-of-way corridor canopy replacement plan” means a plan submitted by the  
26 applicant’s qualified arborist including identification of trees for removal and retention,  
27 replanting, maintenance, and monitoring.

28 “Right-of-way corridor project” means a project that is undertaken by a state agency,  
29 municipal corporation, quasi-municipal corporation, regional transit authority or other  
30 government entity (together “agency”) which will modify transportation or utility  
31 infrastructure in a segment of right-of-way that extends beyond the frontage of more  
32 than one parcel and will require tree removal within the right-of-way and/or on adjacent  
33 private property.

34 “Significant tree” means a tree six inches or greater in diameter (DBH) or a required  
35 replacement tree of any size. Dead trees shall not be considered significant trees.

36  
37 “Street tree” means any planted tree on public rights-of-way.

38  
39 “Target” or “risk target” means people, property, or activities that could be injured,  
40 damaged, or disrupted by a tree.

- 1
- 2 “Topping” means the removal of the primary leader or the whole top of a tree.
- 3
- 4 “Tree” means a self-supporting woody plant characterized by one main trunk or, for
- 5 certain species, multiple trunks, typically reaching at least 20 feet in height at maturity
- 6 that is recognized as a tree in the nursery and arboricultural industries.
- 7
- 8 “Tree removal” means the direct or indirect removal of a tree(s) through actions
- 9 including, but not limited to: clearing, cutting, girdling, topping, or causing irreversible
- 10 damage to roots or stems; destroying the structural integrity of trees through improper
- 11 pruning; poisoning; filling, excavating, grading, or trenching within the dripline that
- 12 results in the loss of more than 20 percent of the tree’s root system; or the removal
- 13 through any of these processes of greater than 50 percent of the live crown of the
- 14 significant tree.
- 15
- 16 “Tree risk assessment” means the systematic process to identify, analyze, and evaluate
- 17 tree risk. Tree risk assessment shall be conducted in accordance with the latest version
- 18 of the ISA Best Management Practices Guide.
- 19
- 20 “Tree risk assessor” means a qualified arborist who identifies subject tree(s) and site
- 21 conditions, evaluates and classifies the likelihood of failure, estimates the
- 22 consequences of tree(s) hitting a target, and determines options for treatment or
- 23 mitigation. The city of Lake Forest Park requires that tree risk assessors be ISA Tree
- 24 Risk Assessment Qualified.
- 25
- 26 “Understory vegetation” means small trees, shrubs, and groundcover plants, growing
- 27 within the dripline or critical root zone (CRZ) of a significant tree.
- 28
- 29 “Utility forest management plan” means a proactive plan that is concurrent with a utility’s
- 30 franchise agreement and right-of-way permit(s) for maintenance and management of
- 31 trees in a utility corridor, right-of-way, or private property that includes the utility’s
- 32 qualified arborist’s approach for maintenance and pruning, tree removal and off-site
- 33 replanting, and a commitment to inventorying emergency tree removals.
- 34
- 35 “Viable (tree)” means a significant tree that a qualified arborist has determined to be in
- 36 good health with a low risk of failure, is relatively windfirm if isolated or exposed, is a
- 37 species that is suitable for its location, and is therefore worthy of long-term retention.
- 38
- 39 “Wildlife habitat tree” means the remaining trunk of a dead, dying, diseased, or hazard
- 40 tree that is reduced in height and stripped of all live branches. To be considered as a
- 41 wildlife habitat tree, the tree must be at least 12 inches DBH and 20 feet tall. The actual
- 42 wildlife habitat tree height must consider the surrounding targets.
- 43
- 44 “Windfirm” means a tree that is healthy and well-rooted and the city’s qualified arborist
- 45 has evaluated and determined that it can withstand normal winter storms in Lake Forest
- 46 Park.

1  
2 Section 2. AMEND. The City Council of the City of Lake Forest Park hereby amends  
3 LFPMC 16.14.040, Tree removal – Application for permits and post required, as follows:

4  
5  
6 **16.14.040 Tree removal – Application for permits and posting required.**

7 A. Permits Required. No person or their representative, directly or indirectly, shall  
8 remove or destroy any significant tree located within the city without first obtaining a tree  
9 permit in accordance with this chapter, unless exempted by LFPMC 16.14.050.

10 B. Permit Categories.

11 1. Minor Tree Permit. Unless a major tree permit is required ~~below, a minor tree~~  
12 ~~permit application removal~~ may be ~~submitted permitted without arborist review~~ in  
13 the following circumstances: ~~The administrator may require review by the city's~~  
14 ~~qualified arborist if the administrator determines that the removal could result in a~~  
15 ~~threat to persons or damage of property.~~

16 a. When two or fewer significant trees are proposed for removal within any  
17 36-month period, unless the trees are protected trees or are located in an  
18 environmentally critical area or buffer; or

19 b. When any number of invasive trees are proposed for removal, except  
20 when those trees are located in an environmentally critical area or buffer;  
21 or

22 c. When any tree(s) explicitly covered by an approved proactive forest  
23 management permit is proposed for removal.

24 This application does not require review by the City's qualified arborist. The  
25 administrator may, however, require review by the City's qualified arborist if the  
26 administrator determines that the removal could result in a threat to persons or  
27 damage of property.

28 2. Major Tree Permit. ~~A major tree permit is required for t~~Free removal with  
29 ~~review by the city's qualified arborist under in~~ the following circumstances:

30 a. When one or more landmark tree is proposed for removal;

31 b. When three or more significant trees are proposed for removal within  
32 any 36-month period;

33 c. When any tree proposed for removal is a protected tree or is located in  
34 an environmentally critical area or buffer;

- 1 d. When any major development activity is proposed;
- 2 e. When any minor development activity is proposed within the critical root
- 3 zone (CRZ) of significant trees; or
- 4 f. When trees are proposed for removal on a property on which major
- 5 development activity has occurred within the last five years.

6 This application requires review and approval by the City's qualified arborist.

7 3. Proactive Forest Management Permit. A proactive forest management permit  
8 application may be submitted when an applicant proposes permitted after review  
9 and approval by the city's qualified arborist when the applicant(s) commit(s) to  
10 forest enhancement on their lot(s) over the course of five or more years. This  
11 application requires review and approval by the City's qualified arborist.

12 4. Utility Forest Management Permit. A utility forest management permit  
13 application may be submitted permitted after review and approval by the city's  
14 qualified arborist when a utility provider and their qualified arborist proposes  
15 commits to collaborate give efforts toward improved viability of the city's urban  
16 forest in tandem with necessary tree maintenance and management. This  
17 application requires review and approval by the City's qualified arborist.

18 5. Right-of-way Tree Permit. A right-of-way tree permit application may be  
19 submitted if the applicant proposes removal of tree(s) in the right-of-way, but  
20 does not meet the definition of a right-of-way corridor project permit. This  
21 application requires review and approval by the City's qualified arborist. Notice  
22 and posting of this application will comply with the requirements for either Minor  
23 or Major tree permits depending on whether the facts of the application fall within  
24 B.1 or B.2.

25 6. Right-of-way Corridor Project Permit. A ROW corridor project permit may be  
26 submitted for a project undertaken by an agency that will modify transportation or  
27 utility infrastructure in a segment of right-of-way that extends beyond the frontage  
28 of more than one parcel and will require tree removal within the right-of-way  
29 and/or on adjacent private property. This application requires review and  
30 approval by the City's qualified arborist.

31 C. Application Requirements.

32 1. All tree removal permit applications, except utility forest management permits,  
33 shall include the completed permit application supplemented by a general site  
34 plan showing:

- 35 a. The name, address, email, and phone number of the applicant and
- 36 owner of the property;

- 1           b. The locations of tree(s) to be removed;
- 2           c. Nearby structures and streets;
- 3           d. Locations of other significant trees surrounding the tree(s) to be  
4 removed;
- 5           e. Locations of critical areas or buffers;
- 6           f. A tree replacement plan if required by LFPMC 16.14.090; and
- 7           g. Authorization for the city's qualified arborist to access the site for the  
8 purpose of evaluating permit compliance and the viability of replacement  
9 trees.

10           2. Major tree permits and proactive forest management permit applications shall  
11 include the following:

- 12           a. A site map (to scale) with a north arrow depicting accurate location of  
13 site features including buildings, driveways, environmentally critical areas  
14 and buffers, forest groves or open-grown single or clusters of significant  
15 trees; the CRZ and ICRZ of the grove, cluster, or individual tree, along  
16 with any off-site trees that may be impacted by tree removal, excavation,  
17 grading, or other development activity proposed; and
- 18           b. A tree inventory and assessment report prepared by a qualified arborist  
19 that includes at a minimum: trees to be removed and protected (including  
20 CRZ and ICRZ), trees in the vicinity of construction or that could be  
21 impacted by the proposed development activity, tree protection fence  
22 location, timeline for tree protection activities, list of protection measures  
23 and conditions to be taken during all development activities to ensure  
24 code compliance during development activities; and
- 25           c. A report including, at a minimum, information on tree species, diameter  
26 at breast height, condition (health), risk level, existing and proposed  
27 canopy coverage, and when applicable, design of a land use proposal that  
28 prioritizes healthy trees in accord with LFPMC 16.14.070(D)(3).

29           3. Proactive forest management permit applications shall also include the  
30 following:

- 31           a. A proactive forest management plan proposal that meets the definition  
32 in LFPMC 16.14.030; and
- 33           b. A timeline for tree-related activity, including tree removal, replacement,  
34 and maintenance.

1 4. Utility forest management permit applications shall include the following:

2 a. A utility forest management plan proposal that meets the definition in  
3 LFPMC 16.14.030; and

4 b. A timeline for tree-related activity, including notification periods that  
5 enable city participation in tree removal choices through comment by the  
6 city's qualified arborist; and

7 c. Map(s) indicating the utility corridor(s), right(s)-of-way, or private  
8 property where proposed tree maintenance and management activity will  
9 occur; and

10 d. Maintenance and removal practices that reflect the need for continuity  
11 of utility service, and public health and safety concerns based on the  
12 specific utility facilities.

13 5. Right-of-way tree permit applications shall include the following:

14 a. Either a site plan including the surveyed location of tree(s) proposed for  
15 removal in relationship to property lines adjacent to the right-of-way; or  
16 authorization from all owners where a tree, or portion thereof, is proposed  
17 for removal;

Commented [KA3]: Combined what was a. and b.

18 b. A canopy coverage study or reliable information that allows the  
19 projected canopy loss to be determined; and

20 c. A replacement plan that provides for at least one tree replacing each  
21 tree removed, to provide canopy coverage equal to or greater than the  
22 tree(s) being removed.

23 6. Right-of-way corridor project permit applications shall include the following:

24 a. An explanations of the purposes and goals of the project including a  
25 discussion of how the design prioritized healthy trees in accord with  
26 LFPMC 16.14.070(D)(3) and discussion of why lower impact design  
27 approaches to accomplish the project purposes and goals are not feasible.

28 b. A timeline for tree-related activity including tree removal, replacement,  
29 maintenance, and monitoring.

30 c. A Canopy coverage study of the projected canopy lost from the project.

31 d. A maintenance, monitoring, and watering plan for At-risk trees including  
32 replacement if an At-risk tree fails.

e. A ROW corridor canopy replacement plan to mitigate all the tree canopy lost from the project. The plan must identify all trees in the ROW corridor to be removed and to be retained that are considered At-risk or within the limits of disturbance. The plan must include a 3-year maintenance and monitoring plan for replanted trees that includes replacement of trees that fail within the monitoring period. The plan shall provide documentation showing that all reasonable efforts have been made to replace lost canopy by using the following prioritization of replanting locations:

(i) Replanting in the ROW corridor where feasible. "Feasible" as used LFPMP 16.14.040 means the applicant has or will obtain the private property owner's permission, or in the case of ROW, the City's permission, to replant in a location with conditions conducive to growth of a viable tree.

(ii) Replanting, where feasible, in preferred off-site replanting areas identified in the ROW Corridor Off-site Replanting Areas dated \_\_\_\_\_, 2023.

(iii) Replanting, where feasible in other locations within the City limits.

(iv) When it can be demonstrated that some portion of the canopy replacement is not feasible by implementing priorities (i), (ii), or (iii), the applicant shall pay a fee-in-lieu of off-site replanting for the remaining lost canopy coverage associated with the ROW corridor project.

OR

(i) Replanting in the ROW corridor where feasible. "Feasible" as used LFPMP 16.14.040 means the applicant has or will obtain the private property owner's permission, or in the case of ROW, the City's permission, to replant in a location with conditions conducive to growth of a viable tree.

(ii) At applicant's option: where replanting is not feasible in the ROW corridor, replanting consistent with an Off-site replanting program, or replanting, where feasible, in preferred off-site replanting areas identified in the ROW Corridor Off-site Replanting Areas dated \_\_\_\_\_, 2023

f. Map(s) depicting the right(s)-of-way and private properties affected by the project and all significant trees (including CRZ and ICRZ) within the limits of disturbance associated with the project. Maps shall also depict significant trees (including CRZ and ICRZ) within the limits of the disturbance. Maps shall also clearly indicate whether trees are proposed for removal or retention.

Commented [KA4]: 2 options being proposed A) Council could include prioritization list (i) through (iv), or B) Council include a prioritization list that only includes the highlighted (i) and (ii).



1 g. Plan for trenching, construction, or an alteration of grades between the  
2 critical root zone (CRZ) and the interior critical root zone (ICRZ) of a  
3 protected tree; provided, that the tree protection plan approved by the  
4 city's qualified arborist demonstrates that the proposed activity will not  
5 adversely affect the long-term viability of the tree.

6 7. For all tree removal permit applications, the applicant shall pay the fee  
7 established in the city fee schedule. An applicant shall be responsible for all  
8 costs associated with the employment of qualified arborists and any review  
9 conducted by city employees or city-retained consultants. The administrator may  
10 require a deposit to pay for city expenses related to review of the application or  
11 inspection after permit approval.

12 **D.** Application Posting Requirements – Notice of Application. Notice of application for all  
13 permits identified above shall be posted on site, in a place where it can be read from the  
14 nearest public street. If the property is located on a private street, notices shall be  
15 posted on site, in a place where it can be read from the private street, as well in a place  
16 where it can be read from the nearest public street.

17 1. For minor tree permits, the notice of application shall be posted for a minimum  
18 of two full business days prior to permit decision, and shall remain posted until a  
19 decision is issued.

20 2. For major tree permits, the notice of application shall be posted for a minimum  
21 of 14 full calendar days prior to permit decision, and shall remain posted until a decision  
22 is issued.

23 3. When the proposal involves removing five or more trees and constitutes 50  
24 percent or more of the canopy on the subject lot, notice of application and public  
25 comment procedures shall comply with LFPMC [16.26.040](#)(D)(1) and (E)(1).

26 4. When the number of trees proposed for removal increases after the notice of  
27 application has been posted or the permit has been approved, all tree removal activity  
28 must cease and the applicable notice of application procedure shall be repeated in full  
29 for the revised application.

30 5. For proactive forest management permits, the associated minor tree permits  
31 must be posted on the subject site in the same manner described in subsection (D)(1)  
32 of this section each time tree removal occurs, and must remain posted for at least seven  
33 calendar days after the approved activity has been completed.

34 6. For utility forest management permit, no posting requirements are required  
35 additional to those found in RCW [64.12.035](#).

36 7. For ROW corridor project permits, notice of application and public comment  
37 shall comply with LFPMC 16.26.040(D)(1) and (E)(1).

**Commented [KA5]:** Subsection D. added since review on 5/22 and subsection 7 proposed for addition to the chapter.

**Commented [KA6]:** This is the same notice and public comment as in D(3) for removal of 5 or more trees/50 % canopy.

16.26.040(D)(1) provides:

D. Notice of Application.

1. The code administrator shall provide notice of application within 14 calendar days of issuance of the notice of complete application by:

- a. Publication in a newspaper of general circulation in the city of a notice containing the date of the application, the date of the notice of complete application, the date of any public hearing, describing the project, its location, other city permits or approvals sought or required, and providing the address where the complete application file may be reviewed;
- b. Mailing to agencies with jurisdiction, owners of real property within 300 feet of the project site, each person or organization which has requested such notice for the calendar year and paid any applicable fee as established by the council, and to the chairs of the planning commission and the environmental quality commission, a notice which includes:

i. The date of the application and of the notice of complete application,

ii. The project description and location,

iii. City permits or approvals sought,

iv. The date of any public hearing, and

v. The code administrator may include other information to the extent known at the time of notice of application, such as any decision under the State Environmental Policy Act, related permits required by other agencies or jurisdictions, identification of studies requested for application review, existing environmental documents applicable to the project, and a statement of the preliminary determination, if one has been made, of those development regulations that will be used for project mitigation; and  
c. Posting one sign immediately adjacent to each street frontage on or immediately adjacent to the site for any site specific application. The code administrator shall establish standards for size, color, layout, design, and wording of the signs and approve the location of the signs; provided, that no sign shall be posted higher than six feet from ground level;

16.26.040(E)(1) provides:

E. Minimum Comment Period.

1. The notice of application shall be subject to a minimum comment period of 14 calendar days from the date of publication. The code administrator's recommendation or decision will not be issued prior to the expiration of the comment period.

1 Section 3. AMEND. The City Council of the City of Lake Forest Park hereby  
2 amends LFPMC 16.14.070, Tree permit approval criteria and conditions, as follows:

3 **16.14.070 Tree permit approval criteria and conditions.**

4 The following are criteria by which ~~minor tree permits in LFPMC 16.14.040, major tree~~  
5 ~~permits, proactive forest management permits, and utility forest management permits~~  
6 are approved, conditioned, or denied.

7 . . .

8 D. Major Tree Permits. A major tree permit shall be granted if the application satisfies or  
9 approval is conditioned to satisfy the following:

10 1. When the proposed tree removal is not associated with major development  
11 activity, trees may be removed if a tree replacement plan is approved that, at  
12 a minimum, does the lesser of the following:

- 13 a. Maintains the canopy coverage at or above the applicable canopy  
14 coverage goal; or
- 15 b. Maintains canopy coverage at or above the percentage existing prior to  
16 tree removal.

17 2. When the proposed tree removal is associated with major development  
18 activity, the trees may be removed if a tree replacement plan is approved that, at  
19 a minimum, brings canopy coverage to the applicable canopy coverage goal.

20 3. Development proposals associated with a tree permit shall:

- 21 a. Incorporate trees as a site amenity and reflect a strong emphasis on  
22 tree protection.
- 23 b. Demonstrate the following prioritized factors for retention:
  - 24 i. Existing viable trees in groups or groves;
  - 25 ii. Exceptional trees or other high quality open-grown, windfirm  
26 trees;
  - 27 iii. Landmark trees;
  - 28 iv. Trees in critical area buffers, or adjacent to critical area buffers;
  - 29 v. Trees that are interdependent with and therefore critical to the  
30 integrity of groves of other protected trees;

1 vi. Other individual trees that will be windfirm, high quality trees if  
2 retained;

3 vii. Other trees that provide wildlife or riparian habitat, screening,  
4 buffering or other amenities;

5 viii. Trees that help to protect neighbors' trees from windthrow, or  
6 other trees within required yard setbacks or on the perimeter; and

7 ix. Trees next to parks or other open space areas.

8 c. Retain a forested look, value, and function after development or  
9 modification. Trees should be protected within vegetated islands and  
10 groves rather than as individual, isolated trees scattered throughout the  
11 site.

12 d. Consider tree protection opportunities in the design and location of  
13 building footprints, parking areas, roadways, utility corridors and other  
14 structures.

15 e. Provide grading plans that accommodate existing trees and avoid  
16 alteration to grades around existing significant trees.

17 4. Conditions necessary to safeguard trees identified for protection.

18 5. A notice on title, in the form required by LFPMC 16.16.190, shall be recorded  
19 by the applicant disclosing the permit and associated tree retention conditions as  
20 required by this chapter. A notice on title is required for all major permits  
21 associated with major development activity, and for major permits which would  
22 cause the property's canopy coverage to fall below the canopy coverage goal.

23 7. Conditions that require sidewalks, structures, utilities, and roadways to be set  
24 back at least five feet from the CRZ, except where such structure is cantilevered  
25 or otherwise raised above the ground's surface so as not to disrupt the tree's  
26 roots, and the proposed construction is not likely to result in conflicts between the  
27 tree and the sidewalk, driveway, structure, or utility that would necessitate the  
28 tree's removal during its normal lifespan.

29 8. Conditions to allow trenching, construction, or an alteration of grades between  
30 ~~the five-foot setback from~~ the critical root zone (CRZ) and the interior critical root  
31 zone (ICRZ) of a protected tree; provided, that the tree protection plan approved  
32 by the city's qualified arborist demonstrates that the proposed activity will not  
33 adversely affect the long-term viability of the tree.

34 ...

1 G. Right-of-way Tree Permits. A right-of-way tree permit shall be granted if the  
2 application proposes, or is conditioned such that at least one tree is replanted for each  
3 tree removed to provide canopy coverage equal to or greater than the tree(s) being  
4 removed, and one of the follow circumstances apply:-

5 1. The tree(s) is causing obvious physical damage to structures, utilities or other  
6 infrastructure, such as building foundations, public sidewalks, roadways, or  
7 utilities, and the city's qualified arborist has determined that mitigation action,  
8 such as pruning would be not be feasible to minimize further damage; or

9 2. The tree(s) is in such a condition of poor health or poor vigor that removal is  
10 justified; or

11 3. The tree(s) is an invasive species, as verified by the city's qualified arborists;  
12 or

13 4. The tree(s) cannot be successfully retained, due to unavoidable conflict with  
14 public or private construction or development conflict.

15 H. Right-of-way Corridor Project Permits. A right-of-way corridor project permit shall be  
16 granted if the application proposes, or is conditioned, to satisfies the following:

17 1. The right-of-way corridor design proposal adequately addresses why the  
18 project is designed as proposed rather than an alternative with less impact on  
19 tree preservation; and

20 2. All application requirements in LFPMC 16.14.040.C.6 are adequately  
21 addressed; and

22 3. The approved ROW corridor replacement plan will result in the replacement of  
23 the canopy coverage lost due to the tree removal associated with the project, and  
24 includes all items as required for a ROW corridor replacement plan in LFPMC  
25 16.14.040(C)(6)(e); and

26 4. The application addresses trenching, construction, or an alteration of grades  
27 between the critical root zone (CRZ) and the interior critical root zone (ICRZ) of a  
28 protected tree; provided, that the tree protection plan approved by the city's  
29 qualified arborist demonstrates that the proposed activity will not adversely affect  
30 the long-term viability of the tree.

31 5. A maintenance, monitoring, and watering plan for At-risk trees, including  
32 replacement if an At-risk tree fails, is included.

33 I. Notice of Decision. The approved tree permit must be posted on the subject site in  
34 the same manner described in LFPMC 16.14.040(D)(1) and on the same day the permit  
35 is issued. For major tree permits, removal may commence 15 days after the issuance of  
36 the approved tree permit. For minor tree permits, removal may commence immediately

1 upon posting of the approved tree permit. The tree permit shall remain posted at least  
2 one week (seven calendar days) after the approved activity has been completed.

3 ~~JH~~. Appeals. Appeals of tree permit decisions shall be processed under  
4 Chapter 16.26 LFPMC as appeals of ministerial administrative decisions. Appeals must  
5 be filed within 14 days following the notice of decision pursuant to LFPMC 16.26.055.

6 ~~KI~~. Minor amendments to an approved tree removal permit may be made with written  
7 approval of the administrator and the city’s qualified arborist. Major amendments that  
8 substantively amend the number of trees to be removed, increase impacts on retained  
9 trees, or change conditions imposed within the permit must be noticed pursuant to this  
10 section prior to written approval of the major amendment.

11 ~~LJ~~. Tree removal permits expire ~~six months (180 days)~~ after the date the permit is  
12 issued, unless one of the following apply:

13 1. the city’s qualified arborist has approved a proactive forest management  
14 permit, utilities forest management permit, or ROW corridor project permit; or

15  
16 1-2. the administrator grants one extension of up to 180 days ~~six months~~ when  
17 the applicant provides a written request prior to expiration that includes a  
18 reasonable justification for the extension, such as a financial hardship,  
19 hardship in obtaining replacement trees, or weather-related factors that  
20 prevent the applicant from completing the requirements of the permit.

21 ...

22 **16.14.110 Tree maintenance.**

23 A. All protected trees and required replacement trees, so designated on an approved  
24 permit and replanting plan, shall be maintained in healthy condition by the property  
25 owner unless otherwise approved by the city in a subsequent permit. If the canopy  
26 coverage falls below the approved coverage granted by latest tree removal permit, the  
27 property owner will be required to plant replacement trees to achieve the approved  
28 canopy requirements.

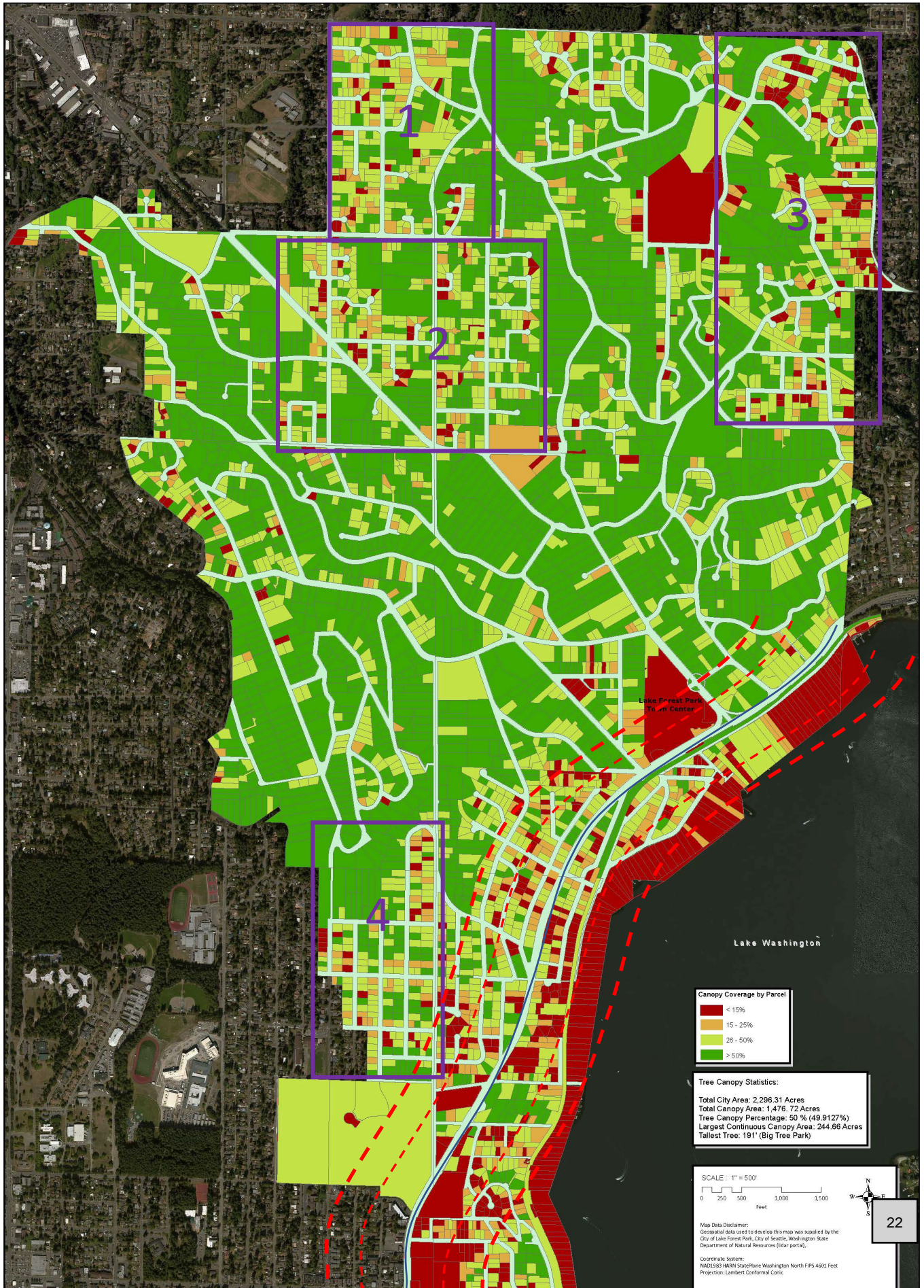
29 B. Pruning.

30 1. Significant and protected trees, as defined in this chapter, shall not be topped.

31 2. Street trees shall be pruned only under the supervision of the Lake Forest Park  
32 public works department.

33 3. Pruning and maintenance of protected trees shall be consistent with the ANSI  
34 A300 standards and ISA best management practices for proper pruning.

**Commented [KA7]:** 16.14.110 not previously included in draft ordinance. Propose discussion of 16.14.110(B)(2) as time allows.





**COOPERATIVE AGREEMENT BETWEEN  
SOUND TRANSIT, CITY OF SHORELINE, AND KING CONSERVATION DISTRICT  
FOR  
LYNNWOOD LINK URBAN TREE CANOPY  
AND LANDSCAPE ENHANCEMENT PARTNERSHIP**

This Cooperative Agreement (“Agreement”) is hereby made and entered into by and between the Central Puget Sound Regional Transit Authority (“Sound Transit”), a regional transit authority established pursuant to chapters 81.104 and 81.112 RCW, the City of Shoreline (“Shoreline”), a municipal corporation organized under Title 35A RCW, and the King Conservation District (“KCD”), a special purpose conservation district established pursuant to chapter 89.08 RCW. Sound Transit, Shoreline, and KCD may collectively be referred to herein as the “Parties” and each individually as a “Party.”

**RECITALS**

*Whereas*, Sound Transit is authorized to plan, construct, and permanently operate a high capacity system of transportation infrastructure and services, including commuter light rail service, to meet regional public transportation needs in the Central Puget Sound region; and

*Whereas*, in 2008, voters of the Central Puget Sound region passed Sound Transit 2 (“ST2”) providing for the expansion of Sound Transit’s light rail service northward into Snohomish County, referred to as the Lynnwood Link Extension (“LLE”); and

*Whereas*, construction of the LLE will be from the Shoreline’s southern border at N 145<sup>th</sup> Street to its northern border at NE 205<sup>th</sup> Street, along the eastern side on Interstate 5, and includes the construction of stations, parking garages, rail guideways, and other related infrastructure; and

*Whereas*, Shoreline Municipal Code (SMC), chapter 20.50 General Development Standards, requires a landscape buffer measuring up to twenty (20) feet for public facilities adjacent to residential

neighborhoods so as to enhance visual continuity within and between neighborhoods, establish an urban canopy, screen areas of low visual interests, buffer potentially incompatible developments, and compliment the site and building design with landscaping; and

*Whereas*, pursuant Sound Transit’s Design Criteria Manual version 5 (DCM), Section 10.3.2, a minimum thirty-five (35) foot Vegetation Clear Zone (VCZ) is required to be maintained on either side of the light rail guideway to ensure safe operation of the rail service; compliance with both the SMC and the DCM would require additional property acquisition, further impacting the surrounding residential communities; and

*Whereas*, to authorize the construction of the LLE, Sound Transit submitted a Special Use Permit Application, File No. SPL18-0140, which included a request for modification of the landscape buffer requirements in those areas where the VCZ would prevent compliance with chapter 20.50 SMC, an area totaling approximately 45,000 square feet; and

*Whereas*, on May 31, 2019, the City of Shoreline Hearing Examiner approved SPL18-0140 subject to conditions, including Condition (A)(1), which speaks to a partnership agreement between ST, Shoreline, and KCD; and

*Whereas*, KCD is a special purpose conservation district serving thirty-four (34) member cities and unincorporated King County with a mission of promoting the sustainable use of natural resources through responsible stewardship and implementation of its programs, including urban forests and native landscaping; and

*Whereas*, to mitigate the loss of landscape buffer in these areas, Sound Transit proposes to fund a partnership project with KCD that would, for willing property owners, offer and install native trees and shrubs for off-site mitigation on residential properties in the vicinity of the LLE within Shoreline; and

*Whereas*, Shoreline is a member of KCD and has determined that the proposed partnership can provide equivalent public benefits consistent with the purposes of chapter 20.50 SMC and the execution and timely performance of this Agreement is a condition of approval for Sound Transit’s Special Use Permit; and

*Whereas*, in partnering on this project, KCD can leverage its public funding for its Urban Forests Program which will advance its objectives of increasing public and private forested open space, education, and awareness of the benefits of a healthy urban forest; and



Whereas, Sound Transit, Shoreline, and KCD desire to enter into an agreement to document the cooperation between the Parties to implement the Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership pursuant to the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

**AGREEMENT**

The goal of the Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership (“Project”) is to provide landscape screening on private land in order to provide visual screening of the LLE from adjacent residential uses, to replace or add to existing under tree canopy cover, and to contribute to visual continuity within the impacted portions of the Ballinger, North City, and Ridgecrest neighborhoods of Shoreline.

The purpose of this Agreement is to set forth the roles and responsibilities of the Parties with respect to the Project. The Parties agree to comply with the terms and conditions of this Agreement which govern these actions.

**I. Planting Targets**

- A. To fulfill the goal of this Project, the following planting installation targets are established:
  - 1. A minimum of 400 hundred trees; and
  - 2. A minimum of 2,400 native shrubs and understory.

**II. Responsibilities of the Parties.**

**A. Project Funding.**

- 1. Sound Transit shall pay KCD a lump sum amount not to exceed Two Hundred Fifty Thousand, Nine Hundred Fifty Two Dollars (\$250,952) upon execution of this Agreement and receipt of an invoice as outlined in Section B below. Upon payment to KCD, Sound Transit will have fulfilled its obligations of Condition of Approval A(1)(b) of the LLE Special Use Permit, File No. SPL18-0140, issued by the Shoreline Hearing Examiner on May 31, 2019. If Sound Transit does not pay KCD the required funding amount by this deadline, Sound Transit shall be considered in material breach of this Agreement and will be subject to Section V Material Breach described below. In addition, given that the execution of this Agreement and the payment of funds is a condition of approval for Special Use Permit File No. SPL18-0140, non-

payment may be used by Shoreline as a basis for revocation or modification of that Special Use Permit.

2. To ensure funds are used only for the Project, KCD shall retain the funds provided by Sound Transit in a separate interest-bearing account or KCD shall retain the funds in a restricted account.
3. To further advance KCD's programmatic goals, KCD may choose to provide additional funds up to the amount of Twenty-Four Thousand Dollars (\$24,000). KCD funds shall only be used if final Project costs exceed Sound Transit's funding contribution. In no event shall KCD be obligated to provide any additional funds for the completion of the Project.
4. If at the completion of the Project any funds contributed by Sound Transit remain, KCD shall, within thirty (30) calendar days of Project completion, return such funds, with interest, to Sound Transit.

**B. Invoicing Sound Transit:**

1. Upon execution of this Agreement, KCD shall mail an invoice (in duplicate) with Sound Transit's Contract Number GA 0177-19 to:  

Central Puget Sound Regional Transit Authority  
Accounts Payable Department, Attn: Taylor Carroll  
401 S. Jackson St., Seattle, Washington 98104-2826.
2. The invoice shall also be emailed to [accountspayable@soundtransit.org](mailto:accountspayable@soundtransit.org) and [taylor.carroll@soundtransit.org](mailto:taylor.carroll@soundtransit.org).
3. Sound Transit shall pay KCD the full amount of the invoice within thirty (30) calendar days of the date of the invoice.

**C. Project Management and Administration**

1. KCD shall be responsible for performing the scope of work outlined in Exhibit A to this Agreement.
2. KCD and Shoreline shall be responsible for jointly performing the mid-project assessment as outlined in Exhibit A to this Agreement.
3. KCD shall be responsible for reporting the results of the mid-project assessment to Sound Transit.
4. KCD, Shoreline, and Sound Transit shall all be jointly responsible for participating in creating a messaging strategy that outlines the merits of this partnership and increases land owner interest in participation in the activities outlined in Exhibit A.

**D. Audits**

- 1. To the extent permitted by law, the records and document of the Parties hereto with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit any other Party during the term of this Agreement and for six (6) years after the completion of the Project.
- 2. Upon request of a Party, the other Party shall make available all information reasonably required for review or audit subject to any applicable internal policies of that Party and in accordance with applicable law, such as chapter 42.56 RCW, Public Records Act.

**III. Term.**

The term of this Agreement shall commence upon execution and end at midnight on the 31st day of January, 2024.

**IV. Termination.**

- A. This Agreement is executed to fulfill a condition of approval for Sound Transit’s Special Use Permit, File No. SPL18-0140 and may not be terminated before completion of the Project, except as provided herein.
- B. If any court of competent jurisdiction finds the validity of this Agreement to be unlawful, then any remaining funds contributed by Sound Transit to KCD shall be remitted to Shoreline within thirty (30) calendar days of the court’s order. Shoreline shall utilize the funds to complete the Project consistent with section V.D of this agreement.

**V. Breach of Agreement**

- A. If Sound Transit fails to provide the total funding amount set forth in Section II(A), then Sound Transit shall be considered in material breach of this Agreement. Sound Transit shall cure this material breach within thirty (30) calendar days of written notification by Shoreline, or Shoreline, at its sole discretion, may withhold any and all permits necessary for the construction of the LLE until such time as Sound Transit cures this material breach.
- B. If KCD fails to perform any of the Tasks identified in Exhibit A, Shoreline may request a status update on performance by written notice, identifying which Task(s) have not been performed and/or completed. KCD shall have thirty (30) calendar days from the date of such notice to perform the identified Task(s). If KCD fails to perform or provide an alternative acceptable to Shoreline, then KCD may be considered in material breach of this Agreement if the failure to perform relates to an essential element of this Agreement.
- C. If KCD is found to be in material breach of this Agreement, Shoreline may, at its sole discretion, request any remaining funds contributed by Sound Transit to KCD be remitted to Shoreline within

thirty (30) calendar days for such request. Shoreline will notify Sound Transit if the funds are transferred under this subsection.

- D. Shoreline shall utilize the funds received from KCD for, within one quarter mile of the LLE Corridor and within Shoreline's municipal boundaries, the planting of the same quantity of trees and understory vegetation as set forth in Section I above, or an alternative landscape enhancement project consistent with the intent of this Agreement as mutually agreed to by Shoreline and Sound Transit.
- E. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of the Parties to this Agreement as provided in Section XVII Entire Agreement below.

**VI. Public Records.**

- A. The Parties are all public agencies subject to Washington's Public Records Act, chapter 42.56 RCW, and that all documents produced by any Party in connection with this Agreement may be deemed a public record as defined in the Public Records Act and that if a Party receives a public records request, unless a statute exempts disclosure, that Party must disclose the record to the requestor.
- B. The Parties further agreed that all public records produced in connection with this Agreement shall be maintained for a period of six (6) years after completion of the Project unless permission to destroy such records is granted by the Washington State Archivist in accordance with chapter 40.14 RCW, or unless a longer retention period is required by law.

**VII. Independent Contractor Relationship.**

- A. The Parties agree and acknowledge that for the purposes of this Agreement no employer-employee relationship is established but, rather the nature of the relationship between Sound Transit, Shoreline, and KCD during of the term of this Agreement is that of an independent contractor. Each Party shall have the power to control and direct the details, manner or means of services that the Party is to provide. Specifically, but not by means of limitation, no Party shall have any obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work where scheduling of attendance or performance is critical to completion, and shall retain the right to designate the means of performing the services covered by this Agreement, and each Party shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the contracting Party is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the non-contracting Party.
- B. No Party shall be responsible to another Party for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to any employee of the Party.

**VIII. Hold Harmless.**

- A. Each Party shall defend, indemnify, and hold the other Party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Party arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of another Party.
- B. 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 Parties, their officers, officials, employees, and volunteers, a Party's liability hereunder shall be only to the extent of that Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties.
- C. The provisions of this Section shall survive the completion or termination of this Agreement.

**IX. Insurance.**

KCD is a member in Enduris, an unincorporated not-for-profit, local government risk sharing pool organized pursuant to chapter 48.62 RCW and provides KCD general liability, automotive liability, property damage and other coverage common to public entities. KCD shall remain a member of Enduris for the term of this Agreement or shall retain insurance acceptable to Shoreline if KCD is no longer a member.

**X. Delays.**

No Party shall be responsible for delays caused by factors beyond that Party's reasonable control. When such delays beyond a Party's reasonable control occur, the other Parties agree the delayed Party is not responsible for damages, nor shall the delayed Party be deemed to be in default or breach of this Agreement.

**XI. Assignment and Third Party Beneficiaries.**

This Agreement is specific to the Parties and no Party shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other Parties. The Parties do not intend to create any third-party beneficiaries to this Agreement and no other person will have any right of action based upon any provision of this Agreement.

**XII. Nondiscrimination.**

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

**XIII. Notices.**

Any notice required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager  
City of Shoreline  
17500 Midvale Avenue N  
Shoreline, WA 98133-4905  
206-801-2700

Agreement Administrator  
Sound Transit  
401 S Jackson Street  
Seattle, WA 98104-2826  
888-889-6368

Chief Operating Officer  
King Conservation District  
800 SW 39<sup>th</sup> Street, Suite 150  
Renton, WA 98057  
425-282-1900

**XIV. Governing Law and Venue.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

**XV. General Administration and Management.**

**A. The Administrators of this Agreement “Agreement Administrators” are:**

Sound Transit’s Agreement Administrator is:

Taylor Carroll, LLE Project Manager, 206-689-4867, taylor.carroll@soundtransit.org

Shoreline’s Agreement Administrator is:

Juniper Nammi, LLE Light Rail Project Manager, 206-801-2525, jnammi@shorelinewa.gov

KCD Agreement Administrator is:

Brandy Reed, Director of Strategic Partnerships, 425-228-1924, brandy.reed@kingcd.org

Any Party may change its Agreement Administrators from time to time by providing written notice to the other Parties without the need for an amendment to this Agreement.

**XVI. Severability.**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**XVII. Entire Agreement.**

This Agreement contains the entire agreement between the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the Parties hereto. Any Party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

**XVIII. Captions.**

The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

**XIX. Counterpart Originals.**

This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

**XX. Authority to Execute.**


Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.

(Signatures on following page)



This Agreement is executed by:

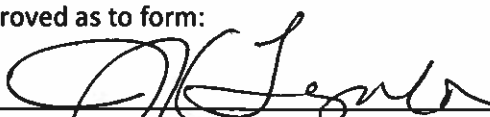
**CITY OF SHORELINE**

By:   
Name: Debbie Tarry  
Title: City Manager  
Date: 8/12/19

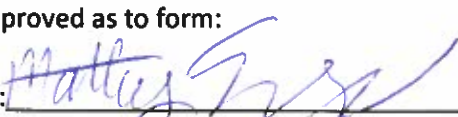
**SOUND TRANSIT**

By:   
Name: Ron Lewis  
Title: DECM Executive Director  
Date: 8/27/2019

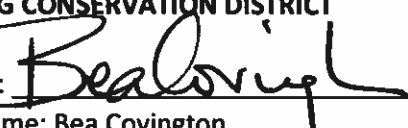
Approved as to form:

By:   
Margaret J. King, City Attorney  
Julie Ainsworth-Taylor, Assistant City Attorney

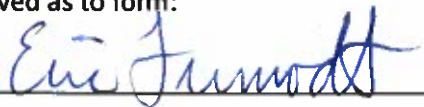
Approved as to form:

By:   
Mattelyn Charpe, Attorney for Sound Transit

**KING CONSERVATION DISTRICT**

By:   
Name: Bea Covington  
Title: Executive Director  
Date: 8/16/2019

Approved as to form:

By:   
Attorney for King Conservation District



# Exhibit A - Project Scope of Work

## LYNNWOOD LINK URBAN TREE CANOPY LANDSCAPE ENHANCEMENT PARTNERSHIP PROJECT SCOPE OF WORK

June 2019

### OVERVIEW

#### Project Background and Description

The *Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership* (Partnership Project) is a collaboration between Sound Transit, the City of Shoreline, and King Conservation District involving establishment of trees and native plants on private property or in the City Rights-of-Way (ROW) in the vicinity of the Lynnwood Link Extension (LLE) light rail project in Shoreline, WA. This partnership was created to address urban tree canopy conservation priorities shared between all three organizations, and the Partnership Project serves as an alternative for Sound Transit to meet the City of Shoreline's landscape buffer standards. Additionally, the King Conservation District (KCD) is leveraging its Urban Forest Stewardship Program to promote tree planting and expand urban tree canopy across public and private properties and provide education and increase awareness of the benefits of a healthy urban forest. The project will focus on three City of Shoreline neighborhoods (Ballinger, North City, and Ridgecrest) where on-site planting of landscape screening buffers is limited due to lack of property ownership and guideway safety limitations. In such cases, trees and native shrubs and ground covers will be made available for off-site mitigation planting on residential properties or in adjacent City ROW.

The Partnership Project will deliver predominantly native plant landscaping / residential yard habitat enhancement services and in some cases street tree planting through direct marketing, neighborhood engagement events, and planning and installation services to private home owners in the impacted neighborhoods. Establishment of trees and native shrubs and ground covers for habitat enhancement in residential yards or adjacent City ROW will be facilitated through basic landscaping consultations in combination with voluntary agreements that lead to installation of agreed-upon species. Maintenance and survival monitoring of landscaping investments will be performed through a combination of guidance documentation and direct support to assist homeowners with maintaining plantings and documenting survival.

Funding for this project is provided by Sound Transit with the possibility of additional funding supplied by King Conservation District (KCD) should project costs exceed Sound Transit's contribution and if KCD elects to contribute additional funds. Mitigation fulfillment coordination is provided by the City of Shoreline. Neighborhood engagement and native plant landscaping services are coordinated by King Conservation

District. This Partnership Project is intended to meet Condition of Approval A(1)(b)<sup>1</sup> in the Hearing Examiner's Decision issued May 31, 2019, for Sound Transit's LLE Special Use Permit (SPL 18-0140) with the City of Shoreline.

### Goals and Objectives

The goals of the Partnership Project are to provide landscape screening on private parcels or on adjacent City ROW in order to provide visual screening of the light rail project from adjacent single-family residential uses, to replace or add to existing urban tree canopy cover, and to contribute to visual continuity within the impacted portions of the Ballinger, North City, and Ridgecrest neighborhoods (approximately 250 residential parcels). King Conservation District will implement the Partnership Project to meet these goals in consideration of the City of Shoreline Municipal Code (SMC 20.50.490) requiring landscape screening<sup>2</sup> and the off-site mitigation requirements that are outlined in the LLE Special Use Permit Staff Report recommendations for landscape screening.<sup>3</sup>

King Conservation District's mission and service delivery model uniquely position the organization to partner on this Partnership Project and assist in meeting the shared goals of the project partners. KCD's statutory authority, mission and service-based business model enable, strategic engagement and support of property and home owners within the City of Shoreline on urban tree canopy enhancement. Enabling legislation within Chapter 89.08 RCW outlines the mission of KCD as "promot[ing] the sustainable use of natural resources through responsible stewardship." KCD implements its mission through natural resources conservation programming, using demonstration projects, educational events, technical assistance and in some cases funding for projects that benefit all homeowners within the boundary of KCD's service area. The City of Shoreline is located within the boundary of KCD.

<sup>1</sup> Special Use Permit (SPL18-0140) Condition A(1)(b) on page 47 of the Decision states:

Sound Transit shall, in consultation with the City and King Conservation District, finalize and execute an intergovernmental agreement (Partnership Agreement) with a scope of work and funding requirement in an amount not to exceed Two Hundred Fifty Thousand, Nine Hundred and Fifty-Two Dollars (\$250,952). The Partnership Agreement shall be substantially the same as the DRAFT – April 9, 2019, Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership attached as Exhibit 27 and executed by Sound Transit and the participating parties no later than August 31, 2019, unless the City agrees to extend this deadline;

<sup>2</sup> The City of Shoreline Municipal Code (SMC) Chapter 20.50 requires landscaping screening be installed between different types of land uses to achieve four main purposes (SMC 20.50.450):

1. To enhance the visual continuity within and between neighborhoods;
2. To establish at least an urban tree canopy through landscaping and street trees;
3. To screen areas of low visual interests and buffer potentially incompatible developments; and
4. To complement the site and building design with landscaping.

<sup>3</sup> Sound Transit requested, and received conditional approval of, a code modification through the LLE Special Use Permit (SPL18-0140) from SMC Chapter 20.50.490 requirements for a 5-foot or 20-foot Type I landscape screen between residential uses and non-residential/public facility uses where the vegetation clear zone, or limited land acquisition prevent planting of the full landscape screen required. Sound Transit, the City of Shoreline, and King Conservation District have developed this innovative strategy to fulfill the City's code and SUP requirements while avoiding adverse impacts to private homes and advancing King Conservation District's mission. The Partnership Project outlined in this Scope of Work document and the Partnership Agreement is proposed by Sound Transit as an alternate way to provide landscaping requirements instead of standard screening buffers where such buffer plantings are not viable.

## Funding

Funding for the Partnership Project is made available by Sound Transit and KCD. Sound Transit funding is provided in the amount of \$250,952. KCD funding in the amount of \$24,000 might be made available by KCD. Sound Transit funding will be used in full to meet the Partnership Project costs. KCD funding will be utilized only if necessary to ensure the Partnership Project meets KCD's program goals should final Partnership Project costs exceed Sound Transit's funding contribution. In the event Partnership Project expenses are less than the Sound Transit's contribution, the unspent portion of Sound Transit funding will be returned to Sound Transit.

## Mid-Project Assessment

King Conservation District and the City of Shoreline will evaluate Partnership Project progress to determine whether planting targets are on track. The mid-project assessment will summarize the use of the funds provided by Sound Transit and KCD (if applicable). Should homeowner participation in the Partnership Project not reach 100 participating properties by completion of three planting seasons (approximately December 2020), KCD and the City will evaluate project options and potentially execute a plan to redirect remaining Sound Transit funding to the City for planting installations and stewardship on City-owned parks and Rights-of-Ways.

## Co-Branding

King Conservation District will develop communication, marketing and collateral materials to support delivery of services and implementation of the Partnership Project. Internet, print, and media communications will be co-branded with KCD, Sound Transit, and City of Shoreline logos and credit.

## Maintenance and Monitoring

King Conservation District will coordinate maintenance and monitoring of Project-based landscaping investments. The purpose of maintenance and monitoring is to promote plant survivorship and document plant retention for three years following installation. To ensure that homeowners have the support and guidance necessary to maintain Project-based landscaping investments, KCD will provide tree and shrub maintenance reference materials to support homeowner-directed maintenance activities. In cases where homeowner-directed maintenance is less than adequate, KCD will provide follow-up technical support by phone, through additional collateral materials, and follow-up site visits should funding be available. KCD will be responsible for obtaining rights of entry for field-based maintenance assistance consistent with its Urban Forest Stewardship Program protocols. The protocol for monitoring will be a combination of homeowner-provided and KCD technician-facilitated plant survivorship photo documentation. Homeowners will provide annual photo documentation of maintained plants for the first two growing seasons following installation. KCD will conduct photo documentation site visits in the third growing season following installation.

Homeowner participation in monitoring documentation will be optional. In cases where homeowners are unresponsive to requests for photo documentation, KCD will attempt to verify plant survival through alternate means; however, it is understood that it may not be possible for KCD to document the status of planting investments until KCD conducts third-year monitoring site visits. While the overarching goal of the Partnership Project is to maintain landscaping investments beyond the 3-year maintenance commitment, there will be no legal obligation on the part of the homeowner to maintain plantings after the third growing season. To support longer-term enhancement of City and neighborhood urban canopy,

KCD will support Partnership Project participants on an ongoing basis through established KCD natural resource conservation programming as long as those services are available to the public.

## SCOPE OF WORK

### Task 1 – Project Management & Administration (~\$23,964)

*Goal* – Manage the partnership project to ensure successful implementation and deliverables; oversee project budget and KCD personnel assigned to the project; represent KCD on the interagency team responsible for success of the project; manage project budget, prepare invoicing, provide periodic reports, and prepare and submit final report.

*Timeline* – For the full term of the Agreement

*Deliverables* – Participate in quarterly Partnership Project team check-in meetings year one, mid- and end of year check-in meetings years two and three, and annual check-in meetings during monitoring years following year three of the Partnership Project; provide a mid-project assessment December 2020 or approximately three planting seasons after commencing the Partnership Project with a focus on whether the Partnership Project is on track to meet the plant installation targets and if not to consider options, including potential redirection of remaining funds to the City; provide periodic progress reports; and submit final report to Sound Transit and the City.

### Task 2 – Outreach & Marketing (~\$21,625)

*Goal* – Plan education and community events, prepare and coordinate marketing strategy, prepare and coordinate engagement strategy, develop and produce collateral materials, and conduct direct and community-based marketing.

*Timeline* – Commence upon execution of the Agreement, completion of education and community events within 36 months, completion of remaining elements within 24 months.

*Deliverables* – Conduct direct marketing to 250 homes, plan and conduct three (3) direct marketing mailings, and plan six (6) to nine (9) community engagement events and three (3) landscape crew trainings.

### Task 3 – Education & Events (~\$17,962)

*Goal* – Train work crews on landscape planning and implement neighborhood and community events to engage homeowners and recruit participation.

*Timeline* – Commence upon execution of the Agreement, completion within 36 months

*Deliverables* – Conduct three (3) crew landscaping trainings and conduct six (6) to nine (9) neighborhood engagement events. (These events are the same events planned under Task 2.)

### Task 4 – Homeowner Consultations & Plantings (~\$146,868)

*Goal* – Engage homeowners, provide consultations on landscaping with trees and native shrubs and ground covers, install trees to meet targets, offer and install shrubs and ground covers to complement tree planting and to provide associated understory habitat.

*Timeline* – Commence Fall 2019, completion estimated May 2021

*Deliverables* – At least 100 homes engaged, and at least 100 landscaping consultations conducted. Maximum number of homes is 250. Ideal target is 200 homes engaged, 400 trees installed, and 2,400 additional native plants installed.

**Task 5 – Monitoring & Reporting (~\$40,533)**

*Goal* – Document maintenance of installed plantings and prepare and submit Partnership Project report

*Timeline* – Commence Summer 2020, completion January 31, 2024

*Deliverables* – Annual documentation for three (3) years, including two (2) homeowner submitted photo documentation cycles and one (1) technician conducted maintenance and photo documentation cycle; one (1) Partnership Project final report.

**BUDGET SUMMARY**

The cost of the Partnership Project has been estimated and allocated by task. It is anticipated that adjustments to estimated task budgets may be necessary as this is a new project, and that task budget flexibility will benefit the Partnership Project in meeting the partnership goals and objectives.

<u>Scope of Work Item</u>	<u>Estimated Project Cost Allocation</u>
Task 1 – Project Management and Admin.	\$ 23,964
Task 2 – Outreach and Marketing	\$ 21,625
Task 3 – Education and Events	\$ 17,962
Task 4 – Consultations and Plantings	\$146,868
Task 5 – Monitoring and Reporting	\$ 40,533
KCD Optional Contribution	<u>\$ 24,000</u>
Maximum Total Project Cost	\$274,952

*Note: Sound Transit is committing \$250,952 toward the cost of the Partnership Project. If additional funds are needed to ensure a successful project and programmatic success for KCD, KCD may contribute up to \$24,000.*

**TIMELINE**

The project will commence upon execution of an agreement and run through the third growing season following the last planting project. It is assumed all plantings will be installed by May 2021 which equates to completion of maintenance and monitoring for all plantings by November 2023 and delivery of a final report by January 31, 2024.





**City of Lake Forest Park**

**Memo**

**To:** Mayor Johnson and Council Members  
**From:** Jeffrey Perrigo, Director of Public Works  
**cc:** Phillip Hill, City Administrator  
**Date:** June 05, 2023  
**Re:** Capital Improvement Plan - Paving and Pedestrian Access

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A complete assessment of our roadway network was last completed in 2013 with a singular focus of the pavement condition. Our roadways are our largest capital asset and should be adequately funded and well maintained. However, since the last pavement assessment, we recognize that residents have modified their means of mobility. Today we have more active residents walking, biking, running, using scooters, and other non-traditional modes of transportation. To address those behavioral changes, our next pavement assessment needs to take a more holistic approach which includes not only the pavement condition, but also consideration for the proximity to priority facilities, traffic volume, equity, pedestrian access, and drainage concerns, among others.

Performing the pavement assessment and subsequent analysis requires favorable weather conditions such as clean and dry pavement, staff time to develop the scoring protocol, analyze the data, and prioritize the pavement maintenance plan. Given the level of resources available and dedicated time required to perform this work, the full assessment is not yet complete.

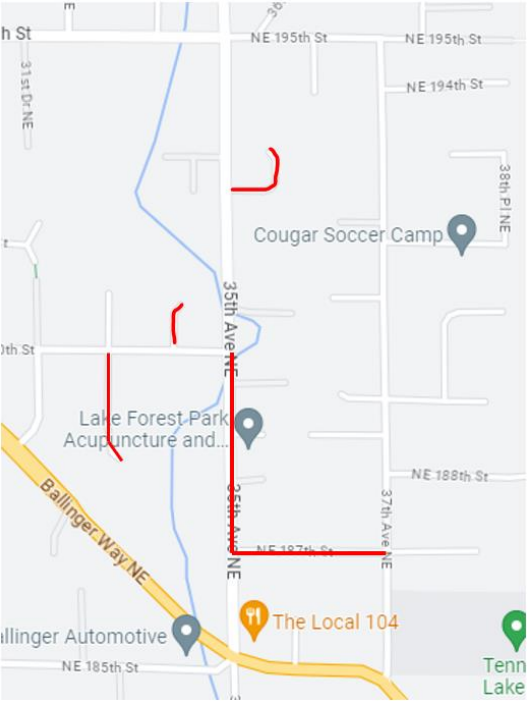
The annual paving program is constructed through King County’s regional bidding process where they aggregate paving requests from the region and request bids on the group’s collection of streets. The County requests cities to provide a preliminary list of streets annually in January, a final list in March, with project bidding in May or June. This year’s bid date is scheduled for June 15<sup>th</sup>. In the absence of having a new list of streets assessed prior to January’s deadline, we submitted the list of streets that were on the original list of preliminary streets from 2022 that were unfunded.



Below is the list and map of the streets that were submitted to the County from the Original 2022 List for consideration in 2023:

SUBMITTED 2023 PAVING LIST

- 35<sup>th</sup> Ave NE – 190<sup>th</sup> S to NE 187<sup>th</sup> St
- NE 187<sup>th</sup> St - 35<sup>th</sup> Ave to 37<sup>th</sup> Ave
- 33<sup>rd</sup> Ave NE – NE 190<sup>th</sup> to Dead End
- 34<sup>th</sup> Ave NE – NE 190<sup>th</sup> to Dead End
- NE 192 PL / 35<sup>th</sup> PL NE – 35<sup>th</sup> Ave NE to Dead End



During our budget discussions last fall, Council requested that an assessment of the city’s roadway network be complete and presented before additional resurfacing work could proceed. We are working with the County to continue our paving plan for the remaining streets from the 2022 list prior to a new pavement assessment. The streets were vetted and estimated by the County. Given the timing constraints, ongoing staffing shortage, and other priority projects facing the department, this approach appears to be the most responsible and effective. We are seeking concurrence with this approach to move forward with the remaining list of streets from 2022 and provide an updated prioritized street inventory measured against parameters such as proximity to priority facilities, traffic volume, equity, pedestrian access, and drainage concerns, to Council this fall after the pavement assessment is completed and in advance of the 2024 paving season.