

# CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

**Thursday, May 28, 2026 at 7:00 PM**

**Meeting Location: In Person and Virtual / Zoom**

**17425 Ballinger Way NE Lake Forest Park, WA 98155**

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## **INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY:**

*Please note, this link works for both the Committee of the Whole (6:00 p.m.) and Regular Meeting (7:00 p.m.).*

**Join Zoom Webinar:** <https://us06web.zoom.us/j/87276662793>  
**Call into Webinar:** 253-215-8782 | **Webinar ID:** 872 7666 2793

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

### **HOW TO PARTICIPATE WITH ORAL COMMENTS:**

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

The meeting is being recorded.

### **HOW TO SUBMIT WRITTEN COMMENTS:**

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

As allowed by law, the Council may add and take action on items not listed on the agenda. For up-to-date information on agendas, please visit the City's website at [www.cityofflp.gov](http://www.cityofflp.gov)

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

# AGENDA

1. **CALL TO ORDER: 7:00 PM**
2. **PLEDGE OF ALLEGIANCE**
3. **ADOPTION OF AGENDA**
4. **PUBLIC COMMENTS**

***The Council will not be accepting online public comments. Comments are limited to a three (3) minute time limit.***

*This is an opportunity for the public to address the City Council on any item within its purview or control.*

- *Oral public comments are only accepted in person to ensure the orderly conduct of the meeting.*
- *Speakers are limited to three (3) minutes.*
- *Councilmembers may not respond during public comments, but may ask staff to follow up, if appropriate.*
- *Public comments may not be used to promote or oppose candidates for public office or ballot measures.*
- *The Mayor or presiding officer may interrupt comments that violate these instructions, are unrelated to the Council's purview or control, or otherwise hinder the orderly conduct of the meeting.*

5. **PRESENTATIONS**

- A. Honoring and Thanking Chief of Police Michael Harden

6. **PUBLIC HEARINGS**

- A. Public Hearing on Resolution 26-2075/Transportation Improvement Program for the calendar years 2027 through 2032 (Second presentation)
  - Staff presentation
  - Questions from Council
  - Open the public hearing for comments (3 minutes per speaker)
  - Staff address questions that may have been presented during public comments and from Council

7. **PROCLAMATIONS**

- A. Recognizing June 2026 as Pride Month
- B. Recognizing June 5, 2026 as National Gun Violence Awareness Day

C. Recognizing June 2026 as Ride Transit Month

## **8. CONSENT CALENDAR**

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

A. May 14, 2026 City Council Work Session Minutes

B. May 14, 2026 City Council Regular Meeting Minutes

C. May 20, 2026 City Council Town Hall Special Meeting Minutes

D. May 21, 2026 Budget & Finance Committee Meeting Minutes

E. City Expenditures for the Period Ending May 14, 2026

## **9. OLD BUSINESS**

A. Resolution 26-2074/Authorizing the mayor to execute a contract for Prosecution Services with Sarah Roberts, PLLC (Second presentation)

## **10. NEW BUSINESS**

A. Ordinance 26-1317/Master Use Permit for Forged Fiber 37, LLC

## **11. COUNCIL DISCUSSION AND ACTION**

A. Continued discussion regarding City Financial Outlook and Budget Strategies

## **12. COUNCILMEMBER REPORTS**

## **13. MAYOR'S REPORT**

## **14. CITY ADMINISTRATOR'S REPORT**

A. May 28, 2026 City Administrator's Report

## **15. OTHER BUSINESS**

## **16. EXECUTIVE SESSION**

A. Executive Session - Consideration of the acquisition of real estate purchase or lease pursuant to RCW 42.30.110(1)(b) and review the performance of a public employee per RCW 42.30.110(1)(g)

## **17. ADJOURN**

## **FUTURE SCHEDULE**

- Thursday, June 11, 2026, 6:00 p.m. City Council Work Session – *hybrid meeting (City Hall and via Zoom)*

- Thursday, June 11, 2026, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*
- Thursday, June 18, 2026, 6:00 p.m. Budget & Finance Committee Meeting – *hybrid meeting (City Hall and via Zoom)*
- Friday, June 19, 2026 Juneteenth Holiday – City Hall closed
- Monday, June 22, 2026, 6:00 p.m. Committee of the Whole Meeting – *hybrid meeting (City Hall and via Zoom)*
- Thursday, June 25, 2026, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*

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

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



# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

**Meeting Date**                      May 28, 2026

**Originating Department**      Public Works

**Contact Person**                  Nova Heaton, Public Works Director

**Title**                                      Resolution 26-2075/Transportation Improvement Program for the calendar years 2027 through 2032

### Legislative History

- May 14, 2026                                      Regular Meeting
- May 28, 2026                                      Public Hearing/Regular Meeting

### Attachments:

1. Resolution 26-2075
2. Draft Transportation Improvement Plan
3. 6-year TIP Summary Information
4. Washington State TIP Requirements

### Executive Summary

The Transportation Improvement Plan (TIP) is a six-year, annually updated roadmap that identifies, prioritizes, and funds transportation projects in Lake Forest Park. It aligns infrastructure investments with community goals such as safety, mobility, sustainability, and livability while ensuring eligibility for state and federal funding. The TIP integrates with broader City plans and provides transparency and accountability in how transportation resources are allocated.

### Background

Lake Forest Park faces increasing transportation demands due to aging infrastructure, population growth, and the need for safer multimodal travel options. The TIP serves as a strategic and coordinated planning tool that translates long-term policy goals from the Comprehensive Plan into actionable projects. It is closely linked with the Capital Improvement Plan, City budget, and supporting programs such as Complete Streets, traffic calming, and pavement preservation. State law (RCW 35.77.010) requires the City to maintain and annually update a six-year transportation program, including project details, costs, funding sources, and public engagement.

**Fiscal & Policy Implications**

The TIP functions as both a planning and financial tool, outlining projected project costs, funding sources, and implementation timelines. It is essential for securing external funding, as many grants require TIP inclusion. While the TIP identifies long-term priorities, actual project advancement depends on available revenues and budget decisions. By leveraging grants and partnerships, the City can extend limited local funds, but must continuously adjust financial assumptions to reflect changing economic conditions and funding opportunities.

**Staff Recommendation**

Hold the public hearing, and provide input and direction on the draft TIP for 2027 – 2032 and continue to provide information regarding the TIP in the future to ensure the list reflects City priorities.

**RESOLUTION NO. 26-2075**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR THE CALENDAR YEARS 2027 THROUGH 2032 AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND TRANSPORTATION IMPROVEMENT BOARD**

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**WHEREAS**, the City Council of the City of Lake Forest Park has adopted a Comprehensive Plan pursuant to the Growth Management Act, 36.70A RCW, which includes a Transportation element that serves as the basis for the six-year comprehensive transportation program, commonly referred to as the Transportation Improvement Program (TIP), as required by RCW 35.77.010; and

**WHEREAS**, on May 28, 2026, the City Council held a properly noticed public hearing to receive public input on the revised and extended TIP for the years 2027 through 2032; and

**WHEREAS**, the City Council, having determined that the TIP for the years 2027 through 2032 addresses the City's transportation needs for the ensuing six years and is consistent with the City's Comprehensive Plan;

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

Section 1. PLAN ADOPTED. The Six-Year Transportation Improvement Program for the City of Lake Forest Park for the ensuing six (6) calendar years, 2027 through 2032, attached hereto as Exhibit A and incorporated herein by this reference, is hereby adopted.

Section 2. FILING OF THE PLAN. Pursuant to RCW 35.77.010, the City Clerk is hereby authorized and directed to file a copy of this Resolution no later than thirty days after the adoption of this Resolution, together with Exhibit A attached hereto, with both the Secretary of Transportation and the Transportation Improvement Board for the State of Washington.

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

**PASSED BY A MAJORITY VOTE** of the members of the City of Lake Forest  
Park City Council this \_\_\_\_ day of May, 2026.

APPROVED:

\_\_\_\_\_  
Thomas French  
Mayor

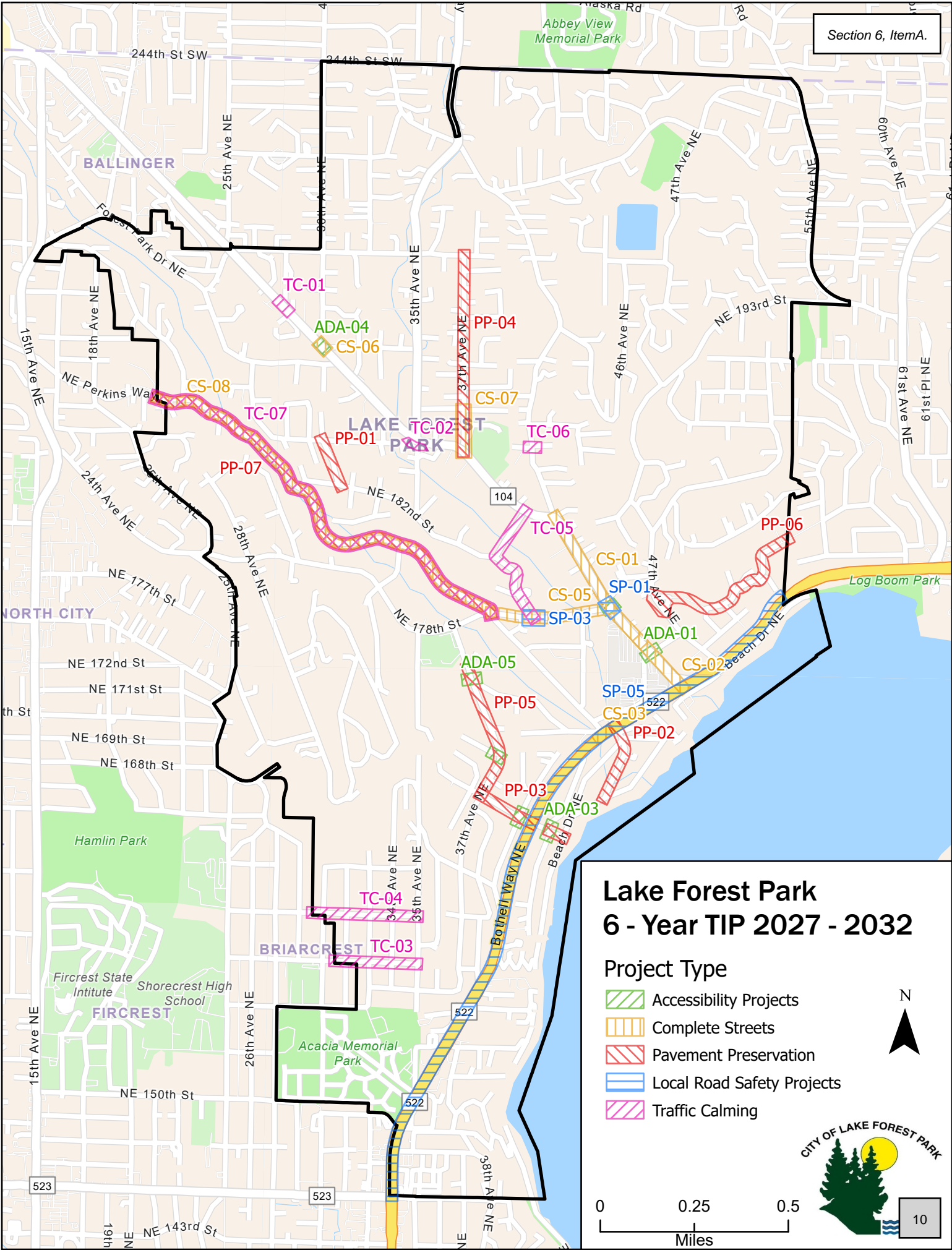
ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Matt McLean  
City Clerk

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

City of Lake Forest Park  
Six Year Transportation Improvement Program  
2027-2032

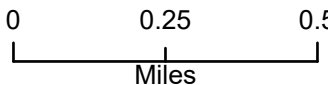
Project Data				Funding Needs										
Project ID	Project Title	Description	Area/Address	2027	2028	2029	2030	2031	2032	6-Year Total	Funding Status	Local Funds	State Funds	Federal Funds
<b>HS</b>	<b>Healthy Streets Program (HS)</b>	<b>Implementation of the Healthy Streets Program</b>	<b>City Wide Program</b>	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 360,000.00				
HS - 01	Block A	Community determined location	Street A	\$ 60,000.00						\$ 60,000.00	Funded	Healthy Street	None	None
HS - 02	Block B	Community determined location	Street B		\$ 60,000.00					\$ 60,000.00	Funded	Healthy Street	None	None
HS - 03	Block C	Community determined location	Street C			\$ 60,000.00				\$ 60,000.00	Funded	Healthy Street	None	None
HS - 04	Block D	Community determined location	Street D				\$ 60,000.00			\$ 60,000.00	Funded	Healthy Street	None	None
HS - 05	Block E	Community determined location	Street E					\$ 60,000.00		\$ 60,000.00	Funded	Healthy Street	None	None
HS - 06	Block F	Community determined location	Street F						\$ 60,000.00	\$ 60,000.00	Funded	Healthy Street	None	None
<b>PP</b>	<b>Pavement Preservation Program (PP)</b>	<b>Resurfacing of existing roads</b>	<b>City Wide Program</b>	\$ 750,000.00	\$ 950,000.00	\$ 500,000.00	\$ 800,000.00	\$ 500,000.00	\$ 1,500,000.00	\$ 5,000,000.00				
PP - 01	30th Ave NE	Surface Overlay	182nd to 185th	\$ 250,000.00						\$ 250,000.00	Funded	TBD	None	None
PP - 02	45th Ave NE	Surface Overlay	Bothell Way to Shore Dr	\$ 200,000.00						\$ 200,000.00	Funded	TBD	None	None
PP - 03	NE 165th Street	Surface Overlay	37th Ave NE to Beach Drive	\$ 300,000.00						\$ 300,000.00	Funded	TBD	None	None
PP - 04	37th Ave NE	Surface Overlay and spot repairs	SR 104 to NE 195th St		\$ 950,000.00					\$ 950,000.00	Needs Funding	TBD	Apply for TIB	None
PP - 05	37th Ave NE	Surface Overlay and spot repairs	Hamlin Rd NE to NE 165th St			\$ 500,000.00				\$ 500,000.00	Needs Funding	TBD	Apply for TIB	None
PP - 06	NE 178th St	Surface Overlay and spot repairs	147th Ave NE to City Limits				\$ 800,000.00			\$ 800,000.00	Needs Funding	TBD	Apply for TIB	None
PP - 07	NE Perkins Way	In coord with MMIP project	178th St to City Limits					\$ 500,000.00	\$ 1,500,000.00	\$ 2,000,000.00	Needs Funding	TBD	Apply for TIB	None
<b>GR</b>	<b>Guardrail Management Program (GR)</b>	<b>Maintenance and Repair</b>	<b>City Wide Program</b>	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 750,000.00				
<b>ADA</b>	<b>ADA Improvement Plan</b>	<b>Remove and replace ADA ramps</b>	<b>City Wide Program</b>	\$ 150,000.00	\$ 150,000.00	\$ 100,000.00	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 600,000.00				
ADA - 01	SR 104 Corridor Phase 1	ADA improvements associated with the SR 104 Phase 1 Complete Streets	Intersection Ramps		\$ 50,000.00	\$ 50,000.00				\$ 100,000.00	Funded	TBD	None	None
ADA - 02	SR 104 Corridor Phase 2	ADA improvements associated with the SR 104 Phase 2 Complete Streets	Intersection Ramps				\$ 100,000.00			\$ 100,000.00	Funded	TBD	None	None
ADA - 02	37th Ave NE	ADA improvements in conjunction with the Pavement Preservation Program	From SR 104 to 195th St		\$ 50,000.00					\$ 50,000.00	Funded	TBD	None	None
ADA - 03	NE 165th Street	ADA improvements in conjunction with the Pavement Preservation Program	Intersection Ramps	\$ 150,000.00						\$ 150,000.00	Funded	TBD	None	None
ADA - 04	190th at SR 104	ADA improvements in conjunction with the Pavement Preservation Program	Intersection Ramps in conjunction with CS - 06		\$ 50,000.00					\$ 50,000.00	Funded	TBD	None	None
ADA - 05	37th Ave NE	ADA improvements in conjunction with the Pavement Preservation Program	Intersection Ramps Hamlin Rd NE to NE 165th St	\$ -		\$ 50,000.00				\$ 50,000.00	Funded	TBD	None	None
ADA - 06	To be determined	ADA improvements in conjunction with the Pavement Preservation Program	Intersection Ramps	\$ -					\$ 100,000.00	\$ 100,000.00	Funded	TBD	None	None
<b>TC</b>	<b>Traffic Calming Program (TC)</b>	<b>Projects from the Traffic calming program</b>	<b>City Wide Program</b>	\$ 250,000.00	\$ 90,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 940,000.00				
TC - 01	Ballinger Way RRFB	Pedestrian Crossing signal for transit stop intersection improvements to reduce speeds, improve pedestrian access, and reduce crossing width. Partnered with fish passage culvert L90.	19115 SR 104				\$ 150,000.00			\$ 150,000.00	Funded	Traffic Calming	None	None
TC - 02	NE 185th St Traffic Calming	Traffic calming	Intersection SR 104 and 35th Ave NE	\$ 250,000.00						\$ 250,000.00	Funded	Traffic Calming	None	None
TC - 03	Briarcrest Neighborhood NE 158th St	Traffic calming	from 35th Ave NE to city limits			\$ 75,000.00				\$ 75,000.00	Funded	Traffic Calming	None	None
TC - 04	Briarcrest Neighborhood NE 160th St	Traffic calming	from 35th Ave NE to city limits			\$ 75,000.00				\$ 75,000.00	Funded	Traffic Calming	None	None
TC - 05	40th Ave NE	Traffic calming	SR 104 to NE 178th Street					\$ 150,000.00		\$ 150,000.00	Funded	Traffic Calming	None	None
TC - 06	40th Place NE/NE 185th Street	Traffic calming	Curb Bulbs/RRFB System for Ped Xing						\$ 150,000.00	\$ 150,000.00	Funded	Traffic Calming	None	None
TC - 07	NE Perkins Way Corridor Study	Traffic calming, multimodal improvements, bank stabilization, road reconstruction, stormwater improvements	Brookside Blvd NE to City Limits		\$ 90,000.00					\$ 90,000.00	Funded	Traffic Calming	None	None
<b>LRSF</b>	<b>Local Road Safety Plan (LRSF)</b>	<b>Projects identified in the LRSF</b>	<b>City Wide Program</b>	\$ 75,000.00	\$ 525,000.00	\$ 850,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 1,600,000.00				
LRSF - 01	NE 178th St and SR 104 Safety Project	EB left turn restriction (Interim until SR 104 Complete Streets)	NE 178th St and SR 104		\$ 500,000.00					\$ 500,000.00	Needs Funding	None	Apply for Grant	None
LRSF - 02	Driver Education Campaign	Promote awareness and reduction of distracted drivers	City Wide Program	\$ 25,000.00	\$ 25,000.00					\$ 50,000.00	Funded	Traffic Calming	None	None
LRSF - 03	Crosswalk Improvements 40th and 178th	Install improved crosswalk facilities, drainage improvements, and sidewalks	Intersection of 40th and 178th			\$ 850,000.00				\$ 850,000.00	Needs Funding	None	Apply for Grant	None
LRSF - 04	Flashing Stop Sign Installation	Replace existing signs with solar powered flashing signs to improve visibility	Various Intersections				\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 150,000.00	Funded	Traffic Calming	None	None
LRSF - 05	SR 522 Speed Limit Reduction	Reduce speed limit on SR 522 to 35 MPH	Within city limits	\$ 50,000.00						\$ 50,000.00	Funded	Traffic Calming	None	None
<b>CS</b>	<b>Complete Streets Program</b>	<b>Projects that support multimodal improvements</b>	<b>City Wide Program</b>	\$ 350,000.00	\$ 1,050,000.00	\$ 5,000,000.00	\$ 2,000,000.00	\$ 5,000,000.00	\$ 3,000,000.00	\$ 16,400,000.00				
CS - 01	Lower SR 104 Complete Streets Part I	Pavement restoration and ped/bike/transit facilities	SR 104 LFPWD Waterline Project			\$ 5,000,000.00	\$ 1,000,000.00				Needs Funding	Match Needed	Apply for Grant	None
CS - 02	Lower SR 104 Complete Streets Part II	Replace existing signal with a new Roundabout	SR 104 and NE 175th				\$ 1,000,000.00	\$ 5,000,000.00			Needs Funding	Match Needed	Apply for Grant	None
CS - 03	Sidewalk along S22 and Brookside at ARCO	Sidewalk improvements	At SR 522 and Brookside		\$ 500,000.00									
CS - 04	Walkway improvements at Brookside Blvd	Pedestrian improvements	Brookside near fire station	\$ 50,000.00										
CS - 05	178th St Brookside to SR 104	Restripe to include bike lanes on either side and 2 - 11 foot lanes	Brookside to SR 104		\$ 200,000.00					\$ 200,000.00	Needs Funding	Match Needed	Apply for Grant	None
CS - 06	SR 104 and NE 190th St Transit Connection Project	Pedestrian Crossing signal, trail improvements to 30th Ave NE north and south	SR 104 and NE 190th St intersection @ 30th ROW		\$ 350,000.00					\$ 350,000.00	Needs Funding	Match Needed	Apply for Grant	None
CS - 07	37th Sidewalk extension (Missing Link)	Sidewalks in front of LFP school with RRFB improved crosswalks	SR 104 to NE 187th St	\$ 300,000.00						\$ 300,000.00	Needs Funding	Match Needed	Apply for Grant	None
CS - 08	Perkins Way Multimodal Improvements	Based on Corridor Study	Brookside to City Limits						\$ 3,000,000.00	\$ 3,000,000.00	Needs Funding	Match Needed	Apply for Grant	None
				\$ 1,760,000.00	\$ 2,950,000.00	\$ 6,785,000.00	\$ 3,285,000.00	\$ 5,885,000.00	\$ 4,985,000.00	\$ 25,650,000.00				



# Lake Forest Park 6 - Year TIP 2027 - 2032

## Project Type

-  Accessibility Projects
-  Complete Streets
-  Pavement Preservation
-  Local Road Safety Projects
-  Traffic Calming



# TRANSPORTATION IMPROVEMENT PLAN (TIP)

## What is a Transportation Improvement Plan (TIP)?

A Transportation Improvement Plan (TIP) is a multi-year planning document that identifies and prioritizes transportation projects within a jurisdiction. These projects may include road repairs, sidewalk construction, trail and share use pathways, ADA improvements, bike lane development, traffic signal upgrades, transit enhancements, and safety improvements.

Typically covering a period of at least six years, the TIP is updated annually to reflect changing needs, funding availability, and project readiness. It serves as both a strategic roadmap and a financial plan, aligning community goals with available local, state, and federal funding sources.

## Purpose of the TIP

The TIP plays several essential roles:

- Long Range Planning: The 6-year TIP provides a basis over the next six years and three budget cycles to plan for and budget projects.
- Project Prioritization: It helps the city systematically evaluate and rank transportation needs based on safety, mobility, accessibility, and community impact.
- Funding Eligibility: Many state and federal grants require projects to be included in an adopted TIP before funding can be awarded.
- Transparency and Accountability: The TIP provides a clear, publicly accessible outline of planned investments, ensuring residents understand how transportation funds are allocated.
- Coordination: It aligns local projects with regional and state transportation plans, supporting consistency and collaboration across jurisdictions.

## Why Lake Forest Park Needs a TIP

Lake Forest Park faces ever changing transportation challenges, including aging infrastructure, increasing traffic volumes, and a growing need for safe, multimodal travel options. A TIP is necessary to:

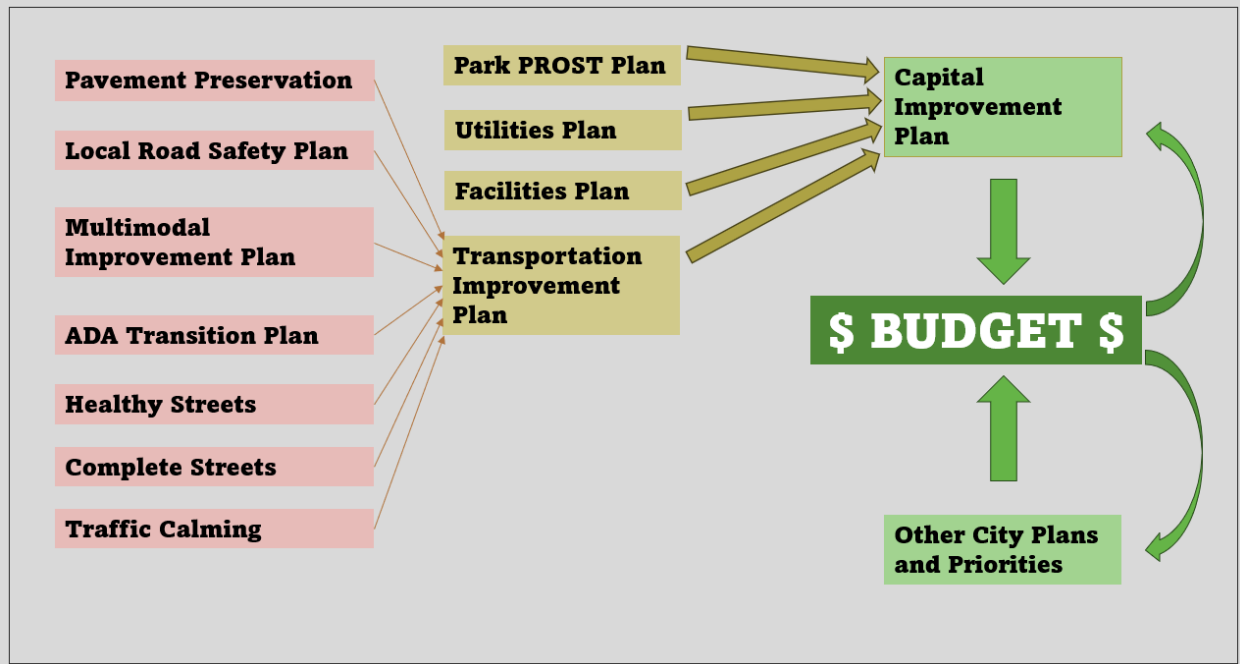
- Address Infrastructure Needs: Prioritize maintenance and upgrades to roads, bridges, and pedestrian facilities to ensure safety and reliability.



- Enhance Safety: Identify and fund projects that reduce collisions and improve conditions for all users, including pedestrians and cyclists.
- Support Growth and Livability: Ensure the transportation network can accommodate population changes while maintaining the city’s character and environmental values.
- Leverage External Funding: Position the City to compete for grants and partnerships that can supplement limited local resources.
- Promote Sustainability: Encourage projects that reduce emissions, support transit use, and improve walkability and bikeability.

### How the TIP Aligns with Other City Plans and Processes

The TIP is not a standalone document; it is directly informed by and integrated with several other City planning and budgeting tools. Together, these frameworks ensure that transportation investments are strategic, consistent, and financially feasible.



**Capital Improvement Plan (CIP):**  
The TIP functions as the transportation-focused subset of the City’s broader CIP. While the CIP includes all major capital projects (such as parks, facilities, and utilities), the TIP specifically identifies transportation-related projects. Projects listed in the TIP are typically incorporated into the CIP to ensure they are programmed, funded, and delivered in alignment with the City’s overall capital priorities.



**Comprehensive Plan:**

The Comprehensive Plan is the overarching guidelines that direct city priorities. It establishes long-term policy direction for land use, transportation, and community development. The TIP implements the transportation goals and policies of the Comprehensive Plan by translating them into specific projects. This ensures that investments support adopted community priorities such as safety, connectivity, sustainability, and equity.

**City Budget:**

The annual and biennial budgeting process allocates the financial resources necessary to advance TIP projects. While the TIP identifies and prioritizes projects over a multi-year horizon, the budget determines which projects move forward in a given fiscal period based on available revenues and in conjunction with other city plans and priorities for funding.

**Integration of Supporting Plans and Programs:**

The TIP is populated and shaped by several existing plans, policies, and programs that identify needs and guide project development:

**Complete Streets initiatives:** Ensure that transportation projects safely accommodate all users, including pedestrians, bicyclists, transit riders, and drivers.

**Healthy Streets strategies:** Promote active transportation, public health, and community well-being through improved walkability and bikeability.

**Traffic calming programs:** Identify and implement measures to reduce vehicle speeds and improve neighborhood safety.

**Local Road Safety Plan:** Provides data-driven analysis of collision trends and identifies priority safety improvements.

**Pavement Preservation Program:** Guides investments in maintaining and extending the life of roadway infrastructure in a cost-effective manner.

**Multimodal Improvement Plan:** Identifies opportunities to enhance connectivity across different modes of travel, supporting a more balanced and resilient transportation system.

**ADA Transition Plan:** Identifies existing barriers to users of all abilities to ensure projects meet the needs of the whole community.



These plans collectively inform which projects are included in the TIP, how they are prioritized, and how they are designed. By integrating these efforts, the TIP ensures that individual projects contribute to a cohesive and comprehensive transportation strategy.

## Key Components of the TIP

A typical TIP includes:

- Project List: Description of each project, including scope, location, and expected benefits.
- Cost Estimates: Preliminary budgets for each project phase (planning, design, construction).
- Funding Sources: Identification of anticipated funding (local funds, grants, partnerships).
- Timeline: Estimated schedule for project implementation.

## Annual Update Process

Each year, the City reviews and updates the TIP to:

- Reflect completed, ongoing, or delayed projects
- Incorporate new priorities or emerging needs
- Adjust funding assumptions based on current revenues and grant opportunities

Public input and Council direction are key components of this update process.

## Conclusion

The Transportation Improvement Plan is a critical tool for guiding Lake Forest Park’s transportation investments. By prioritizing projects, ensuring funding eligibility, and aligning with community goals, the TIP enables the City to maintain a safe, efficient, and sustainable transportation system.



# Washington State TIP Requirements

## What the law requires:

Under RCW 35.77.010, cities in Washington must:

- Prepare a six-year list of transportation projects showing what the City plans to build or improve.
- Update the list every year to keep it current.
- Include estimated costs, funding sources, and timing for each project.
- Hold at least one public hearing before adopting the plan.
- Submit the adopted program to the state (Washington State Department of Transportation) after approval.

Additional related provisions in RCW 35.77 outline how cities classify streets, report expenditures, and coordinate transportation planning efforts.

## Why this matters:

These requirements ensure that cities plan ahead, remain transparent with the public, and stay eligible for state and federal transportation funding.

## Helpful Resources for Councilmembers:

- RCW 35.77.010 (Six-Year Transportation Program Requirement)
- RCW 35.77 (City Streets and Transportation Statutes)
- Washington State Department of Transportation (WSDOT) – guidance on transportation planning and funding programs
- Transportation Improvement Board (TIB) – funding programs that require TIP inclusion

Citizen engagement is key to reviewing, prioritizing, and adopting the City's Transportation Improvement Plan.



# PROCLAMATION

**WHEREAS**, the Lesbian, Gay, Bisexual, Transgender, and Queer+ (LGBTQ+) communities of the greater Puget Sound area are an integral part of the vibrant culture and climate of our area; and

**WHEREAS**, the diverse LGBTQ+ communities continue to contribute to widespread academic, economic, artistic, and social spheres within and around our city; and

**WHEREAS**, the month of June was designated Pride Month to commemorate the Stonewall Riots which occurred in June of 1969 and are generally recognized as the catalyst of the LGBTQ+ rights movement; and

**WHEREAS**, the LGBTQ+ communities of Puget Sound have thoughtfully organized numerous workshops, sporting events, receptions, festivals, concerts, plays, dances, and a host of other inspired activities to participate in during the celebration of Pride Month; and

**WHEREAS**, the City of Lake Forest Park remains committed to protecting the civil rights of LGTBQ+ communities, as the power and purpose of this iconic event proves vital in our unified effort to forge a more open and just society; and

**WHEREAS**, the active and involved Lesbian, Gay, Bisexual, Transgender, and Queer+ people and families make an indelible impact upon the quality of life in the Puget Sound, and Pride Month serves as a call to our collective consciousness to persist in the fight to eradicate prejudice and discrimination everywhere.

**NOW, THEREFORE**, the Mayor and City Council of the City of Lake Forest Park proclaim June 2026 to be

# PRIDE MONTH

in Lake Forest Park and encourage all residents to recognize the enduring efforts and ongoing contributions of the Lesbian, Gay, Bisexual, Transgender, and Queer+ communities to our city and to our country.

Signed this 28<sup>th</sup> day of May 2026

\_\_\_\_\_  
Tom French, Mayor



## PROCLAMATION

**WHEREAS**, every day, more than 120 Americans are killed by gun violence and more than 200 are shot and wounded, with an average of more than 17,000 gun homicides every year; and

**WHEREAS**, Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

**WHEREAS**, Washington State averages 853 gun deaths every year, with a rate of 12.4 deaths per 100,000 people, a crisis that costs the State \$11.9 billion each year, of which \$171.7 million is paid by taxpayers. Washington State has the 40th highest rate of gun deaths in the US; and

**WHEREAS**, cities across the nation, including Lake Forest Park, are working to end the senseless violence with evidence-based solutions; and

**WHEREAS**, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

**WHEREAS**, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on the first Friday in June, people in the United States will recognize National Gun Violence Awareness Day and wear orange in a tribute to her and other victims of gun violence and the loved ones of those victims; and

**WHEREAS**, a group of Hadiya's friends, asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life; and

**WHEREAS**, anyone can join Hadiya's friends in this campaign by pledging to wear orange on the first Friday of June each year to help raise awareness about gun violence and honor the lives of victims and survivors; and

**WHEREAS**, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them, and encourage responsible gun ownership to help keep our families and communities safe.

**NOW, THEREFORE**, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim June 5, 2026, as

## NATIONAL GUN VIOLENCE AWARENESS DAY

Signed this 28<sup>th</sup> day of May 2026

\_\_\_\_\_  
Tom French, Mayor



# PROCLAMATION

**WHEREAS**, on average, public transit provides more than 100 million passenger trips in Washington State each year from 32 transit agencies, 17 Tribal transportation providers, more than 20 community transportation providers, 6 Medicaid transportation brokers, 4 Travel Washington intercity bus program lines, 8 ferry systems, and 1 Monorail; and

**WHEREAS**, transit agencies in Washington State invest almost \$5 billion in transit capital and operations each year; and

**WHEREAS**, Move Ahead Washington, the transformative transportation package passed in 2022, will invest more than \$3 billion in transit programs and projects over 16 years thanks to support from the 2021 Climate Commitment Act; and

**WHEREAS**, Move Ahead Washington also established the first-in-the-nation Youth Ride Free Program, which provides zero-cost fares to more than 1.4 million young people across Washington, including 14.8 million passengers under 18 who rode transit for free in 2023; and

**WHEREAS**, nearly 25% of Washingtonians do not drive and may rely on public transit, and many Washingtonians cannot regularly move from place to place in a safe or timely manner because they lack the necessary resources; and

**WHEREAS**, a 2021 study from the National Academies of Sciences, Engineering, and Medicine concluded that the energy saved in 2018 by passengers in the U.S. using public transit rather than personal vehicles saved 63 million metric tons of carbon dioxide; and

**WHEREAS**, investment in transit can yield 49,700 jobs per \$1 billion invested; and

**WHEREAS**, greater transit use is associated with higher levels of physical activity; and

**WHEREAS**, transit is essential for people of color and low-income individuals; and

**WHEREAS**, transit provides freedom of movement for youth, seniors, people with disabilities, and all members of the community; and

**WHEREAS**, the 2026 completion of the Lake Washington floating train bridge is the first of its kind in the world, an engineering marvel created in part through the work of Lake Forest Park residents to connect communities across Lake Washington; and

**WHEREAS**, nearly 60% of the voters of Lake Forest Park supported the ST3 bond package in 2016, among the highest rates of support in the service area; and

**WHEREAS**, transit connects Lake Forest Park residents, workers, shoppers, and visitors with our neighboring communities; and

**WHEREAS**, transportation accounts for 69% of carbon emissions in Lake Forest Park, with on-road vehicles representing 31%; and

**WHEREAS**, car tires produce toxins that poison endangered salmon in the creeks of Lake Forest Park, Lake Washington, and Puget Sound; and

**WHEREAS**, transitioning private car trips to public transit reduces carbon pollution, tire dust, noise pollution, and safety concerns for pedestrians; and

**WHEREAS**, the City of Lake Forest Park Climate Action Plan calls for the City to "increase transit ridership through education and outreach"; and

**WHEREAS**, work on transit is made possible by the collaboration of partners across the state who are leading the way in promoting equitable, accessible, and sustainable transportation options.

**NOW, THEREFORE**, the Mayor and City Council of the City of Lake Forest Park, do hereby proclaim the month of June 2026 as

## RIDE TRANSIT MONTH

in the City of Lake Forest Park and call upon all residents and civic organizations to acquaint themselves with public transit options in the city, to ride public transit, and to recognize the contributions that public transit and public transit workers bring to our community to improve our health, safety, comfort, and quality of life.

Signed this 28<sup>th</sup> day of May 2026

\_\_\_\_\_  
Tom French, Mayor

**CITY OF LAKE FOREST PARK  
CITY COUNCIL WORK SESSION MEETING MINUTES  
May 14, 2026**

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**It is noted that this meeting was held in person in the Emergency Operations Center and remotely via Zoom.**

**Councilmembers present:** Tracy Furutani, Deputy Mayor; Larry Goldman, Vice Chair; Paula Goode, Matt Muilenburg, Semra Riddle, Josh Rosenau (via Zoom), Ellyn Saunders

**Councilmembers absent:** none

**Staff present:** Tom French, Mayor; Phillip Hill, City Administrator; Lindsey Vaughn, Finance Director; Matt McLean, City Clerk

**Others present:** 1 visitor

**CALL TO ORDER**

Mayor French called the May 14, 2026, City Council work session meeting to order at 6:00 p.m.

**ADOPTION OF AGENDA**

**Deputy Mayor Furutani moved to adopt the agenda as presented. Cmbr. Riddle seconded. The motion to adopt the agenda as presented carried unanimously.**

**COUNCIL DISCUSSION TOPICS**

**Community Outreach and Engagement**

Deputy Mayor Furutani gave a brief introduction and opened a discussion on community outreach and engagement.

Cmbr. Muilenburg, Goode, and Rosenau formed a community outreach and engagement subcommittee to discuss engagement strategies and event scheduling.

**ADJOURNMENT**

There being no further business, Mayor French adjourned the meeting at 6:48 p.m.

\_\_\_\_\_  
Tom French, Mayor

\_\_\_\_\_  
Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK  
CITY COUNCIL REGULAR MEETING MINUTES  
May 14, 2026**

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

**Councilmembers present:** Tracy Furutani, Deputy Mayor; Larry Goldman, Vice Chair; Paula Goode, Matt Muilenburg, Semra Riddle, Josh Rosenau (via Zoom), Ellyn Saunders

**Councilmembers absent:** none

**Staff present:** Tom French, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Lindsey Vaughn, Finance Director; Mike Harden, Police Chief; Nova Heaton, Public Works Director; Mark Hofman, Community Development Director; Cory Mattson, Community Programs Planner; Jennifer Grant, Municipal Court Judge; Matt McLean, City Clerk

**Others present:** Dr. Kelly Kinnison & William Towey,  
King County Regional Homelessness Authority  
26 visitors

**CALL TO ORDER**

Mayor French called the regular City Council meeting of May 14, 2026, to order at 7:00 p.m.

**FLAG SALUTE**

Mayor French led the Pledge of Allegiance.

**ADOPTION OF AGENDA**

**Cmbr. Riddle moved** to adopt the agenda. **Cmbr. Goode seconded.**

**Cmbr. Riddle moved** to amend the agenda, moving item 6.B: Recognizing May 11-17, 2026 as National Police Week & May 15, 2026 as Peace Officers’ Memorial Day to precede item 5.A: Swearing of LFPPD Officer and Sergeant. **The motion to approve the agenda as amended carried unanimously.**

**PUBLIC COMMENTS**

Mayor French invited comments from the public.

Sabrie Lika – Small Business Administration loans for disaster recovery from the December 2025 flooding.

1 Sarah Phillips – update on the Town Hall on May 20, 2026.

2  
3 There being no one else in the audience wishing to speak, Mayor French closed public  
4 comment.

5  
6 **PROCLAMATION**

7  
8 **Recognizing May 11-17, 2026 as National Police Week & May 15, 2026 as Peace Officer’s**  
9 **Memorial Day**

10  
11 Cmbr. Riddle read the proclamation.

12  
13 **PRESENTATIONS**

14  
15 **Swearing in of Lake Forest Park Police Officer Natalie Alvarado-Lopez and Sergeant Austin**  
16 **Gutwein**

17  
18 Chief Harden introduced entry-level hire, Ethan Warner. He will be attending the Police  
19 Academy in August 2026.

20  
21 Chief Harden introduced Officer Natalie Alvarado-Lopez, a new exceptional hire. Judge Grant  
22 administered the oath of office.

23  
24 Chief Harden introduced the department’s two detectives – Detective Juan Robles and  
25 Detective Brandon Carlsrud.

26  
27 Chief Harden introduced the promotion of Officer Austin Gutwein to Sergeant. Judge Grant  
28 administered the oath of office.

29  
30 **King County Regional Homelessness Authority Update**

31  
32 Dr. Kinnison and Mr. Towey gave a presentation and responded to Council questions.

33  
34 **PROCLAMATIONS**

35  
36 **Recognizing May 16-22, 2026 as Safe Boating & Paddling Week**

37  
38 Mayor French read the proclamation.

39  
40 **Recognizing May 17-23, 2026 as National Public Works Week**

41  
42 Deputy Mayor Furutani read the proclamation.

43  
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1 **CONSENT CALENDAR**

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**Deputy Mayor Furutani moved** to approve the Consent Calendar. **Cmbr. Riddle seconded. The motion to approve the Consent Calendar carried unanimously.**

- A. March 19, 2026 Budget & Finance Committee Meeting Minutes
- B. April 20, 2026 Committee of the Whole Meeting Notes
- C. April 23, 2026 City Council Regular Meeting Minutes
- D. Voided Check Nos. 89137 through 89202, an Accounts Payable dated 5/14/2026 Claim Fund Check Nos. 89203 through 89268 in the amount of \$499,910.41, a 4/8/2026 Payroll Fund ACH transaction in the amount of \$244,034.67, a 4/23/2027 Payroll Fund ACH transaction in the amount of \$216,507.23, a 4/23/2026 Direct Deposit transaction in the amount of \$231,141.20, and a 5/8/2026 Direct Deposit transaction in the amount of \$234,748.05. Additional approved transactions: Elavon, \$1,089.88; WexBank, \$144.16; US Bank Statement, \$69,698.13. Total approved claim fund transactions: \$1,497,273.73.
- E. Resolution 26-2071/Authorizing the Mayor to Sign the Agreement for Award of Local Hazardous Waste Management Grant Funds for 2026-2027 Between King County and the City of Lake Forest Park
- F. Resolution 26-2072/Authorizing the Mayor to Sign the Interagency Agreement for the 2026-2027 Waste Reduction & Recycling Grant Program Between King County and the City of Lake Forest Park

**OLD BUSINESS**

**Resolution 26-2070/Authorizing the Mayor to Sign Amendment No. 2 to AG-24-026 with Facet for the Phase 2 Lakefront Improvements for Design, Engineering, Environmental Review, and Permitting Project**

Director Hofman gave a brief introduction and responded to Council questions.

**Deputy Mayor Furutani moved** to approve Resolution 26-2070/Authorizing the Mayor to Sign Amendment No. 2 to AG-24-026 with Facet for the Phase 2 Lakefront Improvements for Design, Engineering, Environmental Review, and Permitting Project. **Cmbr. Riddle seconded.**

**Deputy Mayor Furutani moved** to waive the three-touch rule regarding Resolution 26-2070. **Cmbr. Riddle seconded. The motion to waive the three-touch rule carried unanimously.**

**The motion to approve Resolution 26-2070 carried unanimously.**

1 **Ordinance 26-1316/Amending the 2026 Budgeted Positions and Salary Schedule to Add a**  
2 **Program Executive – Limited Term Employee**

3  
4 Administrator Hill gave a brief presentation and responded to Council questions.

5  
6 **Deputy Mayor Furutani moved** to adopt Ordinance 26-1316/Amending the 2026  
7 Budgeted Positions and Salary Schedule to Add a Program Executive – Limited Term  
8 Employee. **Cmbr. Saunders seconded.**

9  
10 **Deputy Mayor Furutani moved** to waive the three-touch rule regarding Ordinance 26-  
11 1316. **Cmbr. Riddle seconded. The motion to waive the three-touch rule carried**  
12 **unanimously.**

13  
14 **The motion to adopt Ordinance 26-1316 carried unanimously.**

15  
16 **NEW BUSINESS**

17  
18 **Transportation Improvement Program for the Calendar Years 2027-2032**

19  
20 Director Heaton gave a brief presentation and responded to Council questions.

21  
22 This will be brought back at future meetings.

23  
24 **Resolution 26-2073/Authorizing the Mayor to Sign the Purchased Services Agreement with**  
25 **Buenvista Services, Inc. for Janitorial Services**

26  
27 Director Heaton gave a brief presentation and responded to Council questions.

28  
29 **Vice Chair Goldman moved** to waive the three-touch rule regarding Resolution 26-  
30 2073/Authorizing the Mayor to Sign the Purchased Services Agreement with Buenvista  
31 Services, Inc. for Janitorial Services. **Deputy Mayor Furutani seconded. The motion to**  
32 **waive the three-touch rule carried unanimously.**

33  
34 **Vice Chair Goldman moved** to approve Resolution 26-2073. **Cmbr. Riddle seconded. The**  
35 **motion carried unanimously.**

36  
37 **Resolution 26-2074/Authorizing the Mayor to Execute a Contract for Prosecution Services**  
38 **with Sarah Roberts, PLLC**

39  
40 Administrator Hill gave a brief presentation and responded to Council questions.

41  
42 This will be brought back at a future meeting.

43  
44

1 **COUNCILMEMBER/MAYOR/CITY ADMINISTRATOR REPORTS**

2  
3 Councilmembers reported on meetings they had attended.

4  
5 Mayor French gave a brief report.

6  
7 Administrator Hill gave a brief report.

8  
9 **OTHER BUSINESS**

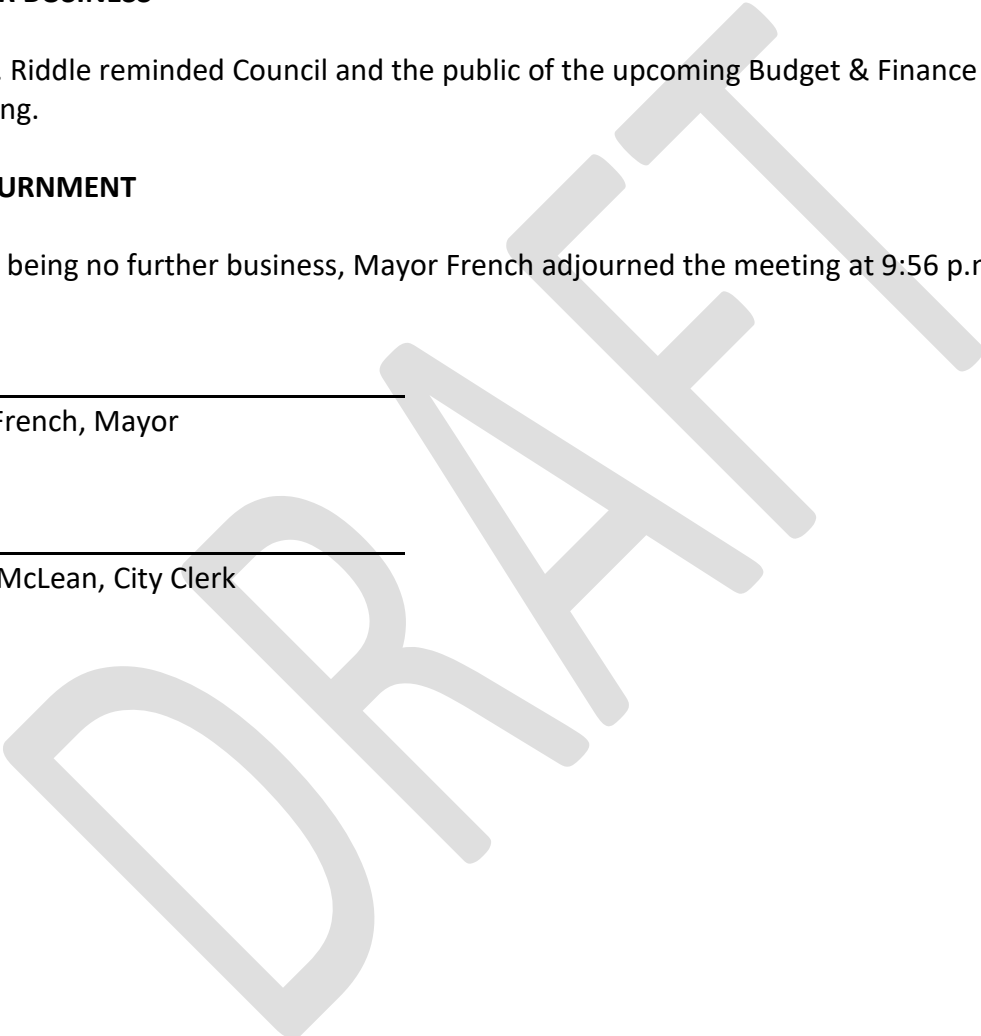
10  
11 Cmbr. Riddle reminded Council and the public of the upcoming Budget & Finance Committee  
12 meeting.

13  
14 **ADJOURNMENT**

15  
16 There being no further business, Mayor French adjourned the meeting at 9:56 p.m.

17  
18  
19 \_\_\_\_\_  
20 Tom French, Mayor

21  
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23 \_\_\_\_\_  
24 Matt McLean, City Clerk



**CITY OF LAKE FOREST PARK  
CITY COUNCIL SPECIAL MEETING MINUTES  
May 20, 2026**

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**It is noted that this meeting was held in person at Third Place Commons, 17171 Ballinger Way NE, Lake Forest Park, WA 98155 and remotely via Zoom.**

**Councilmembers present:** Tracy Furutani, Deputy Mayor; Larry Goldman, Vice Chair; Paula Goode, Semra Riddle, Josh Rosenau

**Councilmembers absent:** Matt Muilenburg, Ellyn Saunders

**Staff present:** Tom French, Mayor; Lindsey Vaughn, Finance Director; Mike Harden, Police Chief; Diego Zannella, Police Commander; Ross Adams, Police Commander; Matt McLean, City Clerk

**Others present:** Erika Olson, Third Place Commons board member, Moderator  
105 visitors

**CALL TO ORDER & OPENING REMARKS**

Mayor French called the special City Council meeting of May 20, 2026, to order at 7:04 p.m. and gave brief opening remarks.

**INTRODUCTIONS**

Each Councilmember introduced themselves, shared their vision for the City, and where they represent the City on regional bodies.

**COMMUNITY QUESTIONS & ANSWERS**

Ms. Olson moderated a question-and-answer period.

The following people asked questions:

Ross Baarslag-Benson: Concerned about tree canopy coverage. Would Council support a creative solution like asking Sound Transit to give the City money to support hiring two full-time arborists?

Vice Chair Goldman responded

Ed Colman: What is the process for involving immediate neighbors regarding street changes – such as transitioning Perkins Way NE into a one-way road?

Mayor French and Cmr. Rosenau responded.

1  
2 Kathy: Pedestrian safety - where can we walk? Horizon View Park - what are we going to do  
3 about motorized bikes and scooters on park pathways?  
4

5 **Mayor French and Cmbr. Goode responded.**  
6

7 Hina: What are some of the financial challenges the City is currently facing and what is in the  
8 works to generate revenue?  
9

10 **Deputy Mayor Furutani, Vice Chair Goldman, Cmbrs. Riddle and Rosenau, and Mayor French**  
11 **responded.**  
12

13 Resident: Can LFP ask for the Sound Transit BRT project to be scrapped?  
14

15 **Cmbr. Goode and Mayor French responded.**  
16

17 Anne Udaloy: What is the City’s emergency management plan, particularly for an emergency  
18 that occurs outside of working hours which means staff is not at City Hall.  
19

20 **Mayor French, Deputy Mayor Furutani and Cmbr. Riddle responded.**  
21

22 Jolene: Asking for a moratorium on Reasonable Use Exceptions and evaluating the associated  
23 costs.  
24

25 **Mayor French and Cmbr. Rosenau responded.**  
26

27 Maddy Larson: What evidence are you using to prioritize projects based on the current financial  
28 standing and how are we evaluating unintended consequences?  
29

30 **Deputy Mayor Furutani; Cmbrs. Goode, Riddle and Rosenau responded.**  
31

32 **CLOSING REMARKS**  
33

34 Ms. Olson provided brief closing remarks.  
35

36 **ADJOURNMENT**  
37

38 There being no further business, the meeting adjourned at 8:30 p.m.  
39  
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42 \_\_\_\_\_  
43 Tom French, Mayor  
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**CITY OF LAKE FOREST PARK  
BUDGET AND FINANCE COMMITTEE MEETING MINUTES  
May 21, 2026**

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It is noted that this meeting was held in person in the Emergency Operations Center at City Hall and virtually via Zoom.

**Budget & Finance Committee members present:** Semra Riddle, Chair; Paula Goode, Vice Chair; Matt Muilenburg (via Zoom)

**Budget & Finance Committee members absent:** none

**Other Councilmembers present:** Tracy Furutani, Larry Goldman, Josh Rosenau (via Zoom)

**Staff present:** Tom French, Mayor; Lindsey Vaughn, Finance Director; Jessica Halterman, Deputy City Clerk

**Others present:** 2 visitors

**CALL TO ORDER**

Chair Riddle called the May 21, 2026, Budget and Finance Committee meeting to order at 6:00 p.m.

**ADOPTION OF AGENDA**

*There being no discussion on the agenda, it was adopted by unanimous consent.*

**PUBLIC COMMENT**

Chair Riddle invited comments from the public.

There being no one in the audience wishing to speak, Chair Riddle closed public comment.

**DIRECTOR’S REPORT**

***Budget Monitoring & Financial Update – April 2026***

Director Vaughn reviewed the April 2026 financial reports and responded to questions.

**OLD BUSINESS**

***City Financial Outlook and Budget Strategies***

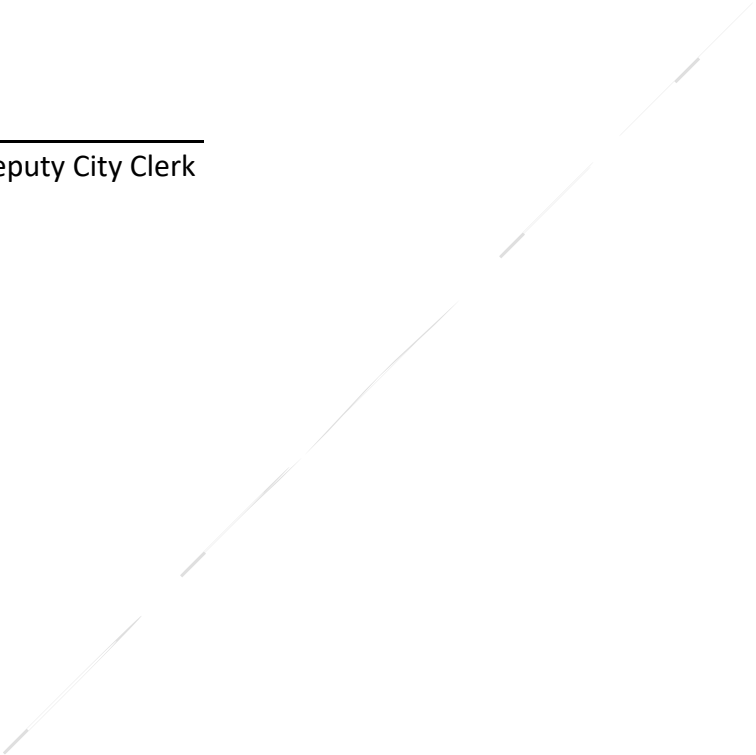
Chair Riddle opened a discussion on the City’s financial outlook and budget strategies.

1 **ADJOURNMENT**

2  
3 There being no further business, Chair Riddle adjourned the meeting at 7:28 p.m.

4  
5  
6  
7 \_\_\_\_\_  
8 Semra Riddle, Chair

9  
10  
11 \_\_\_\_\_  
12 Jessica Halterman, Deputy City Clerk



City of Lake Forest Park  
SORTED TRANSACTION CHECK REGISTER  
05/28/26

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, an Accounts Payable Dated 05/28/2026 CLAIM FUND Check Nos. 89269 through 89333 in the amount of \$602,792.61, and a 5/8/26 PAYROLL FUND ACH transaction in the amount of \$220,325.25, are approved for payment this 28<sup>th</sup> day of May 2026.

**Additional approved transactions are:**

ACH transaction Invoice Cloud in the amount of \$1,538.70

ACH transaction WexBank in the amount of \$206.37

ACH transaction US Bank Statement in the amount of \$37,771.80

Total approved claim fund transactions: \$862,634.73

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Finance Committee

# Accounts Payable

## Check Register Totals Only

User: sschindele  
 Printed: 5/21/2026 - 12:24 PM  
 Batch: 00028.05.2026 - AP 05.28.26



Check	Date	Vendor No	Vendor Name	Amount	Voucher
89269	05/28/2026	AMERTRAF	American Traffic Solutions Inc.	80,750.98	89269
89270	05/28/2026	ARIASA	Adrian Arias	140.00	89270
89271	05/28/2026	AURORARE	Aurora Rents, Inc.	185.64	89271
89272	05/28/2026	UB*00785	Ivan Barron	65.54	89272
89273	05/28/2026	BENSONJ	Jayson Benson	85.05	89273
89274	05/28/2026	BIOCLEAN	Bio Clean, Inc.	552.00	89274
89275	05/28/2026	CENTURY2	Century Link	112.93	89275
89276	05/28/2026	CINTASFI	Cintas First Aid & Safety	366.25	89276
89277	05/28/2026	ALGONACI	City of Algona	180,100.35	89277
89278	05/28/2026	LYNNWOOD	City of Lynnwood	38,157.75	89278
89279	05/28/2026	CONSOR	Conсор North America, Inc.	108,069.58	89279
89280	05/28/2026	DATAQUES	DataQuest, LLC	75.62	89280
89281	05/28/2026	ESLAMIH	Hossein Eslami	126.00	89281
89282	05/28/2026	WATERSHE	Facet, Inc.	103,542.44	89282
89283	05/28/2026	BT-Four	Four Seasons Roof and Remodel Servi	199.65	89283
89284	05/28/2026	GALLS	Galls, LLC	824.16	89284
89285	05/28/2026	UB*00777	Richard Grout	22.42	89285
89286	05/28/2026	GUTWEINA	Austin Gutwein	33.09	89286
89287	05/28/2026	UB*00779	Rebecca and David Holt	43.12	89287
89288	05/28/2026	HORIZON	Horizon Distributors Inc.	155.84	89288
89289	05/28/2026	INTERCOM	Intercom Language Services Corp	170.00	89289
89290	05/28/2026	CONFIDAT	James Santerelli Enterprises	151.50	89290
89291	05/28/2026	JETCITY	Jet City Printing, Inc.	148.91	89291
89292	05/28/2026	UB*00784	Karen and Theodore Johnson	43.12	89292
89293	05/28/2026	UB*00782	Tom Johnson	189.73	89293
89294	05/28/2026	JOHNSTON	Johnston Group, LLC	3,925.00	89294
89295	05/28/2026	JordanT	Thomas Jordan	175.51	89295
89296	05/28/2026	KCDNRP	King County Dept of Natural Resource	6,788.91	89296
89297	05/28/2026	KCNETWRK	King County Finance	824.00	89297
89298	05/28/2026	KCVICTIM	King County Finance	162.88	89298
89299	05/28/2026	KCPET	King County Pet License	150.00	89299
89300	05/28/2026	LFPWATER	Lake Forest Park Water Dist	2,945.06	89300
89301	05/28/2026	LAWOFF	Law Offices of Christian W. Smith	300.00	89301
89302	05/28/2026	PUBSAFPS	LEPS-PSS, PLLC	680.00	89302
89303	05/28/2026	LOOMIS	Loomis	650.45	89303
89304	05/28/2026	MadroLaw	Madrona Law Group, PLLC	14,964.00	89304
89305	05/28/2026	NAVIA-1	Navia Benefit Solutions	300.00	89305
89306	05/28/2026	UB*00781	Kathleen Nims	17.25	89306
89307	05/28/2026	NORTHUTI	Northshore Utility District	18,205.31	89307
89308	05/28/2026	NOLANGUA	NP Language Services	140.00	89308
89309	05/28/2026	PRIDEELE	OEG, Inc dba Pride Electric	5,997.48	89309
89310	05/28/2026	PACOFFA	Pacific Office Automation	635.43	89310
89311	05/28/2026	PRINTWE	Printwest, Inc.	1,719.98	89311
89312	05/28/2026	PAWS	Progressive Animal Welfare Society	238.00	89312
89313	05/28/2026	PSE	Puget Sound Energy	485.78	89313
89314	05/28/2026	RESGROUP	RES Group NW LLC	2,629.77	89314
89315	05/28/2026	UB*00780	Jacob and Laura Sandusky	56.92	89315
89316	05/28/2026	UB*00783	David and Roxanne Sarley	59.05	89316
89317	05/28/2026	SECURITE	Securite Gun Club, LLC	496.35	89317
89318	05/28/2026	UB*00778	Zhe Shi	189.73	89318

Check	Date	Vendor No	Vendor Name	Amount	
89319	05/28/2026	STAPLES	Staples Advantage	2,562.36	89319
89320	05/28/2026	STATEFIN	State Treasurer's Office	11,936.89	89320
89321	05/28/2026	SUMMITFI	Summit Fire & Safety LLC	407.45	89321
89322	05/28/2026	PARTWORK	The Part Works Inc.	775.67	89322
89323	05/28/2026	THOMSONR	Thomson Reuters - West	772.80	89323
89324	05/28/2026	TOPSOIL	Topsoils Northwest Inc	134.34	89324
89325	05/28/2026	TRANSP0	Transpo Group USA Inc	2,618.75	89325
89326	05/28/2026	UTILUND	Utilities Underground Location Ctr.	138.00	89326
89327	05/28/2026	WALLY S	Wally's Towing, Inc.	140.59	89327
89328	05/28/2026	DEPTLICC	Washington State Department of Licer	240.00	89328
89329	05/28/2026	WSPBCK	Washington State Patrol	219.00	89329
89330	05/28/2026	WASTEMGT	Waste Management Northwest	4,738.16	89330
89331	05/28/2026	UB*00776	Carol Weber	305.07	89331
89332	05/28/2026	WUNGE	Edward Wung	150.00	89332
89333	05/28/2026	DOGWASTE	ZW USA, Inc.	605.00	89333
Check Total:				602,792.61	

# Accounts Payable

## Checks by Date - Summary by Check Date

User: sschindele  
 Printed: 5/21/2026 11:19 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	05/08/2026	1,285.11
ACH	NAVIA	Navia Benefit Solutions, Inc.	05/08/2026	629.54
ACH	NAVIAFSA	Navia - FSA	05/08/2026	29.17
ACH	PFLTRUST	LFP PFL Trust Account	05/08/2026	3,790.17
ACH	TEAMDR	National D.R.I.V.E.	05/08/2026	4.45
ACH	Z401AL	Vantagepoint Transfer Agents-107084 ICM	05/08/2026	886.46
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	05/08/2026	10,890.14
ACH	ZAWC	AWC	05/08/2026	54,417.47
ACH	ZEMPSEC	Employment Security Dept.	05/08/2026	1,634.00
ACH	ZEMPWACA	Wa.Cares Tax	05/08/2026	1,269.60
ACH	ZGUILD	LFP Employee Guild	05/08/2026	975.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	05/08/2026	39,558.74
ACH	ZL&I	Washington State Department of Labor & I	05/08/2026	11,244.37
ACH	ZLEOFF	Law Enforcement Retirement	05/08/2026	17,337.12
ACH	ZLFPIRS	Lake Forest Park/IRS	05/08/2026	43,183.15
ACH	ZPERS	Public Employees Retirement	05/08/2026	22,673.91
ACH	ZTEAM	Teamsters Local Union #117	05/08/2026	286.67
ACH	ZWATWT	Washington Teamsters Welfare Trust	05/08/2026	10,230.18
Total for 5/8/2026:				220,325.25
Report Total (18 checks):				220,325.25

# Clearing House

## Electronic AP Proof List

User: sschindele  
 Printed: 05/21/2026 - 12:28PM  
 Sort By: Vendor Name  
 Batch: 00003.05.2026



Source	Vendor	Name	Transfer/Route	Check Digit	Account Number	Amount
AP5 028-05-2026	INVCLOUD	Invoice Cloud,	/			1,538.70
AP5 028-05-2026	WEXBANK	Wex Bank - Chevron,	/			206.37
Records Printed: 2						1,745.07

# Accounts Payable

## Checks by Date - Summary by Check Date

User: sschindele  
 Printed: 5/21/2026 1:03 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
52668887	4IMPRINT	4imprint, Inc.	04/14/2026	536.82
Total for 4/14/2026:				536.82
52603791	TACOMAPA	Tacoma Parking	05/14/2026	16.00
52603792	TACOMAPA	Tacoma Parking	05/14/2026	16.00
52606311	AMAZON	Amazon Capital Services Inc	05/14/2026	10.00
52606312	STARBUCK	Starbucks Store #373	05/14/2026	22.08
52606313	INGALLIN	Ingallina's Box Lunches	05/14/2026	120.60
52606314	SAFEWAY	Safeway	05/14/2026	20.13
52606315	JJKELLER	J.J.Keller & Associates	05/14/2026	271.64
52606316	JJKELLER	J.J.Keller & Associates	05/14/2026	276.83
52609381	WMCA	WMCA Treasurer	05/14/2026	100.00
52609382	DLVRIT	Dlvr.it Pro	05/14/2026	129.50
52609383	MRSC	MRSC	05/14/2026	475.00
52609384	MUNIRES	Municipal Research & Services Center	05/14/2026	100.00
52609385	COSTCO	Costco Warehouse	05/14/2026	214.95
52626541	KCSUPERI	King County Superior Court Clerk	05/14/2026	282.49
52627511	ADOBE	Adobe Inc.	05/14/2026	666.57
52627512	AMAZON	Amazon Capital Services Inc	05/14/2026	37.38
52627513	AMAZON	Amazon Capital Services Inc	05/14/2026	24.10
52627514	AMAZON	Amazon Capital Services Inc	05/14/2026	122.52
52627515	ADOBE	Adobe Inc.	05/14/2026	-84.63
52627516	ADOBE	Adobe Inc.	05/14/2026	20.30
52627517	AMAZON	Amazon Capital Services Inc	05/14/2026	209.74
52627518	ADOBE	Adobe Inc.	05/14/2026	14.12
52627519	AMAZON	Amazon Capital Services Inc	05/14/2026	3,444.40
52627881	KDHCONSU	KDH Consulting, Inc	05/14/2026	239.57
52627882	INTEGPHN	Integra Telecom, Inc.	05/14/2026	1,753.17
52627883	GOODTOGC	Good To Go	05/14/2026	3.00
52627884	NORTHCIT	North City Water District	05/14/2026	77.67
52627885	NORTHCIT	North City Water District	05/14/2026	91.88
52627886	NORTHCIT	North City Water District	05/14/2026	156.13
52627887	NORTHCIT	North City Water District	05/14/2026	27.09
52627888	NORTHCIT	North City Water District	05/14/2026	54.19
52627889	SEALIGHT	Seattle City Light	05/14/2026	3,837.14
52628884	LODGEOL	The Lodge Columbia Point	05/14/2026	0.52
52629901	FBINAA	FBI National Academy FBINAA	05/14/2026	-500.00
52634641	SAFEWAY	Safeway	05/14/2026	81.93
52643321	CROWDERS	Crowder Supply	05/14/2026	1,479.36
52660601	AMAZON	Amazon Capital Services Inc	05/14/2026	42.24
52660602	AMAZON	Amazon Capital Services Inc	05/14/2026	94.18
52660603	SKYNURS	Sky Nursery	05/14/2026	391.05
52660604	AMAZON	Amazon Capital Services Inc	05/14/2026	30.35
52660605	AMAZON	Amazon Capital Services Inc	05/14/2026	185.32
52668881	AMAZON	Amazon Capital Services Inc	05/14/2026	29.81
52668882	GUARDIAN	Guardian Alliance Technologies, Inc	05/14/2026	180.00

Check No	Vendor No	Vendor Name	Check Date	
52668883	CHEWY	Chewy.com	05/14/2026	112.87
52668885	COURTYAR	Courtyard by Marriott	05/14/2026	588.16
52668886	FRONTLIN	Frontline Public Safety Solutions	05/14/2026	2,520.00
52683101	REICOOP	REI Co-Op	05/14/2026	175.39
52689531	AMAZON	Amazon Capital Services Inc	05/14/2026	76.11
52689532	AMAZON	Amazon Capital Services Inc	05/14/2026	10.65
52689533	MRT	Mr. T's Trophies	05/14/2026	12.08
52689534	AMAZON	Amazon Capital Services Inc	05/14/2026	27.13
52689535	AMAZON	Amazon Capital Services Inc	05/14/2026	32.00
52689536	ATTYNOTA	Attorney & Notary Supply	05/14/2026	30.04
52689537	ATTYNOTA	Attorney & Notary Supply	05/14/2026	353.32
52689538	AMAZON	Amazon Capital Services Inc	05/14/2026	33.11
52689539	AMAZON	Amazon Capital Services Inc	05/14/2026	40.65
52698071	WASTDOEC	Washington State Department of Ecology	05/14/2026	546.96
52698073	WASTDOEC	Washington State Department of Ecology	05/14/2026	206.40
52699151	BULGER	Bulger Safe & Lock, Inc.	05/14/2026	33.17
52699152	ALLTRAFF	All Traffic Solutions Inc.	05/14/2026	519.72
52699153	GRAFIXS	Grafix Shoppe	05/14/2026	805.00
52699154	SYMBOLA	Symbol Arts, LLC	05/14/2026	168.36
52699155	MOTOPOST	Motopost	05/14/2026	1,957.99
52699156	GOODTOGC	Good To Go	05/14/2026	20.40
52699157	TRUPANIO	Trupanion	05/14/2026	140.91
52699158	BROBEAR	Brown Bear Car Wash	05/14/2026	13.25
52699159	BROBEAR	Brown Bear Car Wash	05/14/2026	13.25
526275110	AMAZON	Amazon Capital Services Inc	05/14/2026	-397.43
526275111	WASABI	Wasabi Technologies, Inc	05/14/2026	112.42
526275112	ADOBE	Adobe Inc.	05/14/2026	609.14
526278810	SEALIGHT	Seattle City Light	05/14/2026	32.35
526278811	SEALIGHT	Seattle City Light	05/14/2026	576.35
526278812	SEALIGHT	Seattle City Light	05/14/2026	25.06
526278813	PACTOP	Pacific Topsoils, Inc.	05/14/2026	335.05
526278814	NWCASCA	Northwest Cascade, Inc.	05/14/2026	460.65
526278815	NWCASCA	Northwest Cascade, Inc.	05/14/2026	551.30
526278816	NWCASCA	Northwest Cascade, Inc.	05/14/2026	193.30
526278817	SOUNDSEC	Sound Security Inc. (Sonitrol)	05/14/2026	2,257.17
526278818	GOODTOGC	Good To Go	05/14/2026	1.55
526278819	SMARSH	Smarsh	05/14/2026	2,718.53
526278820	STERICYL	Stericycle, Inc.	05/14/2026	10.36
526278821	WESTACE	Westlake Hardware WA-153	05/14/2026	662.12
526278822	SEATIMEA	The Seattle Times	05/14/2026	606.90
526278823	VERIZWIR	Verizon Wireless	05/14/2026	2,988.89
526278824	KDHCONSU	KDH Consulting, Inc	05/14/2026	979.25
526278825	STERICYL	Stericycle, Inc.	05/14/2026	65.75
526278826	BULGER	Bulger Safe & Lock, Inc.	05/14/2026	66.33
526278827	SEALIGHT	Seattle City Light	05/14/2026	51.24
526278828	NWCASCA	Northwest Cascade, Inc.	05/14/2026	210.35
526278829	NWCASCA	Northwest Cascade, Inc.	05/14/2026	460.65
526278830	GUARDSEC	Guardian Security	05/14/2026	182.65
526895310	AMAZON	Amazon Capital Services Inc	05/14/2026	18.87
526895311	PrincetU	Princeton University Press	05/14/2026	68.64
526895312	AMAZON	Amazon Capital Services Inc	05/14/2026	29.80
526895313	WAPRO	Washington Association of Public Records	05/14/2026	130.00
526991510	BROBEAR	Brown Bear Car Wash	05/14/2026	13.25
526991511	BROBEAR	Brown Bear Car Wash	05/14/2026	13.25

Total for 5/14/2026: 37,234.98

Check No    Vendor No    Vendor Name    Check Date

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Section 8, Item E.

Report Total (98 checks):

37,771.80



# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

**Meeting Date**                      May 28, 2026

**Originating Department**      Executive

**Contact Person**                  Phillip Hill, City Administrator

**Title**                                      Resolution 26-2074/Authorizing the mayor to execute a contract for Prosecution Services with Sarah Roberts, PLLC

### Legislative History

- First Presentation - May 14, 2026
- Second Presentation – May 28, 2026

### Attachments:

1. Resolution 26-2074 authorizing the mayor to execute a contract for Prosecution Services with Sarah Roberts, PLLC
2. Contract AG-26-015
3. Original Contract (AG-01-002) & Amendment No. 1 (AG-03-001)

### Executive Summary

This proposed contract replaces the existing contract from 2001 and later amended in 2003 to provide for an inflationary adjustment in January each year, by the same percentage increase provided to the City’s non-represented salaried employees.

Due to the changing legal landscape, the needs of the municipal court, and the city’s introduction of several types of traffic safety cameras, over the last 20+ years, it was determined that a new contract best serves all parties involved.

### Background

Since 2001, Sarah Roberts ,PLLC has provided prosecuting attorney service for the city. The services provided have and continue to be to the satisfaction of the municipal court, police department, and administration.

The proposed contract has been drafted with the scope of services attached as Exhibit A. Section 3 of the exhibit details the services to be provided in the flat fee. By way of example, it calls out specific software to be utilized, required reporting to the police department, processes to be followed, hearings to attend and conduct, professional standards to be maintained, and records documentation. Section 5 identifies the times when the prosecuting attorney’s presence is required, to ensure smooth operations of the court.

Contract Amendment 1 from 2003 notes a flat fee of \$5,500 and introduced a provision for cost-of-living adjustments (COLA) tied to those received by the city’s non-represented salaried employees. There have been no further amendments to account for the increased caseload related to the city’s implementation of traffic safety cameras, the addition of a second traffic officer and traffic support officer. Additionally, standard business operational costs and those of implementing technology have not been captured in the annual COLA’s over the past 23-years.

Court cases in 2011 totaled 2,852; in 2018 there were 16,869; and in 2024 there were 34,302 the large increase a result of the 24/7 traffic safety camera on NE 178<sup>th</sup> Street. The prosecutor’s office handled 252 criminal filings in 2024, 382 criminal filings in 2025 and there have been 133 criminal filings to date in 2026. Traffic safety cameras are additional workload not reflected in these numbers as they do not rise to the level of criminal activity. Other traffic violations that do rise to the level of criminal activity are Driving Under the Influence (DUI/DWI), reckless driving, hit-and-run, driving with a suspended or revoked license, and vehicular assault.

**Fiscal & Policy Implications**

The current contract provides for \$9,126 per month flat fee, with a cost escalator each year tied to the cost-of-living adjustment provided to the city’s non-represented salaried employees. This fee is well below market and has not been adjusted to account for the additional work added to the prosecutor’s office over the years.

The proposed contract provides for \$18,000 per month flat fee, \$3,000 of which is specifically for prosecution services related to traffic camera violations other than for stoplight violations and school speed zone violations. A cost-of-living provision is included and tied to the June-to-June Seattle-Tacoma-Bellevue Consumer Price Index, with a minimum of 2% and a maximum of 5%.

**Alternatives**

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> <li>Approve the contract with Sarah Roberts PLLC</li> </ul>	The contract will provide the city with the needed prosecutorial services and reporting structure desired.
<ul style="list-style-type: none"> <li>Do not approve the contract with Sarah Roberts PLLC</li> </ul>	The administration will evaluate options for prosecutorial services and report back to council.

**Staff Recommendation**

Adopt Resolution 26-2074 and authorize the Mayor to execute a contract for Prosecution Services with Sarah Roberts, PLLC.

**RESOLUTION NO. 26-2074**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH SARAH ROBERTS, PLLC, FOR PROSECUTION SERVICES**

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**WHEREAS**, the City of Lake Forest Park is authorized under the laws of the State of Washington, including the Revised Code of Washington, to prosecute violations of its municipal code and certain state laws occurring within its jurisdiction; and

**WHEREAS**, the Lake Forest Park Municipal Code establishes offenses requiring prosecution services; and

**WHEREAS**, the City of Lake Forest Park contracts for prosecution services at Lake Forest Park Municipal Court; and

**WHEREAS**, since 2001, Sarah Roberts has provided the City of Lake Forest with prosecution services and wishes to continue to provide that service; and

**WHEREAS**, the City seeks to renew the contract with Sarah Roberts, PLLC for a term ending on December 31, 2027, with the possibility of four (4) additional one (1) year extensions; and

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

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

Section 1. CONTRACT APPROVED. The contract with Sarah Roberts, PLLC, for prosecution services is approved, and the Mayor is authorized to sign the contract in substantially the same form as provided in the attached Attachment 1.

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

**PASSED BY A MAJORITY VOTE** of the members of the City of Lake Forest Park City Council this \_\_\_\_ day of May 2026.

APPROVED:

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Tom French  
Mayor

ATTEST/AUTHENTICATED:

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Matt McLean  
City Clerk

FILED WITH THE CITY CLERK: May 8, 2026  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: 26-2074

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

THIS AGREEMENT is made and entered into by and between the **City of Lake Forest Park**, a Washington municipal corporation, hereinafter referred to as the “City,” and **Sarah Roberts, PLLC**, hereinafter referred to as the “Attorney” (and collectively the “Parties”), dated the last date signed below.

Attorney Address:	17553 15 <sup>th</sup> Ave NE, Shoreline, WA 98155
Attorney Phone:	206-364-2965
Contact Name:	Sarah Roberts
Attorney E-mail:	sarahmroberts@outlook.com
Authorized City Representative for this contract:	Phillip Hill, City Administrator phill@cityofLFP.gov

**WHEREAS**, public convenience and necessity require the City to obtain the services of a prosecuting attorney; and

**WHEREAS**, the City desires to retain the services of the Attorney to provide prosecution services for the City; and

**WHEREAS**, the City finds that the Attorney is qualified and experienced in providing prosecuting attorney services;

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

**1. SCOPE OF SERVICES TO BE PERFORMED BY THE ATTORNEY**

The Attorney shall perform the services outlined in Exhibit A attached and incorporated herein as the same may be amended from time to time by written mutual consent (the “Prosecution Services”). In performing these Prosecution Services, the Attorney shall always comply with all federal, state and local laws, court rules and local ordinances applicable to the performance of such services. In addition, these Services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional and ethical standards of conduct and performance of the Washington State Bar Association.

**2. TERM**

- a. The term of this Agreement shall commence May 1, 2026, and end at midnight on December 31, 2027.
- b. The Agreement will automatically renew for up to four (4) additional terms in one-

year increments for a total possible life of five terms (6 years).

### **3. COMPENSATION**

- a. The City shall pay for Prosecution Services in the amounts described in Exhibit A. The amounts in Exhibit A cover all fees, infrastructure, systems and support necessary to perform the services agreed to herein.
- b. Each year, beginning January 1<sup>st</sup>, the rate set out in Exhibit A will be subject to a Cost-of-Living Adjustment (COLA) by the annual percentage growth in the June-to-June Seattle-Tacoma-Bellevue Consumer Price Index for All Urban Consumers, with a minimum COLA of 2% and a maximum of 5%.
- c. The City shall pay the Attorney for services rendered after receipt of a monthly itemized invoice. Payments will be processed within 30 (thirty) calendar days from receipt by the City. The Attorney shall submit all invoices for Exhibit A work electronically to [ap@cityofflp.gov](mailto:ap@cityofflp.gov).
- d. The Attorney shall complete and return a W- 9 to the City prior to contract execution by the City.

### **4. TERMINATION**

- a. The City reserves the right to terminate this Agreement at any time, with or without cause by giving sixty (60) calendar days' notice to Attorney in writing. If the City intends to terminate the Agreement at the end of the current term, written notice shall be sent sixty (60) calendar days prior to the end of the current term. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, and reports, or other material prepared by the Attorney pursuant to this Agreement shall be submitted to the City.
- b. In the event this Agreement is terminated by the City, the Attorney shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such amounts due the City, if any, shall be deducted from the final payment due the Attorney. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- c. The Attorney reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid, within 30 days.
- d. If the Attorney is unavailable to perform the Professional Services, the City may, at its option, cancel this Agreement immediately.
- e. Termination on Cessation of the Municipal Court. In the event that the City chooses in its sole discretion to terminate its Municipal Court Services and contract with King County District Court instead, the City may terminate this Agreement by providing written notice to the Attorney and this Agreement will terminate within sixty (60) days, or such other time as the City and the Attorney may agree, but in no event shall the Agreement

extend beyond (1) year after written notice by the City to the Attorney.

- f. In the event of termination of this Agreement, the following obligations shall survive and continue: The provisions of sections 5 and 7.

## **5. OWNERSHIP OF DOCUMENTS, RECORD RETENTION, AND PUBLIC RECORDS**

- a. All documents, recordings, data, and other products or materials produced by the Attorney in connection with the services rendered under this Agreement shall be considered property of the City. All such documents and materials shall be forwarded to the City at its request and may be used by the City as it sees fit.
- b. The Attorney shall preserve the confidentiality of all City documents and data accessed as required by Federal and State law and will preserve the confidentiality of Attorney's work product as governed by the Rules of Professional Conduct as promulgated by the Washington State Bar Association.
- c. Records Retention. The Attorney shall retain all case files in accordance with Washington State Law, including Chapter 40.14 RCW, and the Prosecuting Attorneys Records Retention Schedule in the Local Government Common Records Retention Schedule, as amended. The case files shall be maintained in an organized fashion and the Attorney shall maintain an index of all case files that shall include, at a minimum: the name of the defendant, the type of case, and the date of filing acting on the matter.
- d. Public Records Act.
- (i) General. This Agreement and all public records associated with this Agreement shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW ("PRA"). The Attorney shall conduct, to the extent that public records then in the custody of the Attorney are needed by the City to respond to a disclosure request under the PRA, as determined solely by the City; the Attorney agrees to make those records promptly available to the City. The Attorney shall maintain the records with an index and in an organized fashion and shall provide assistance to the City in determining whether any portion of the public record may fall within an exemption to disclosure, such as: identification of confidential informants, ongoing investigations, witnesses, or attorney client privilege or work product.
- (ii) Proprietary or Personal. If the Attorney considers any record or a portion of this contract or any other record to be personal, proprietary or otherwise exempt or protected from disclosure under the PRA, the Attorney shall clearly identify the record or any portion of the record that Attorney believes to be protected or exempt. If the City subsequently receives a disclosure request under the PRA to inspect or copy such information identified by the Attorney but determined by the City to require release pursuant to the PRA, the City's sole obligation shall be to notify the Attorney of the request and the date that the record will be released to the requester

unless the Attorney obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Attorney fails to timely obtain a court order enjoining disclosure, the City will release the requested record on the date specified. The City shall not be liable to the Attorney for any records that the City releases in compliance with the PRA, in compliance with this section, or in compliance with an order of a court of competent jurisdiction.

- (iii) The Attorney's failure to respond and timely provide requested records to the City after receiving notice from the City of a public records request shall be considered a material breach of the Agreement.

## **6. INDEPENDENT CONTRACTOR RELATIONSHIP**

- a. The Attorney is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Attorney and the City during the period of the services shall be that of an independent contractor, not employee. The Attorney, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Attorney shall have no 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 the Attorney 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 Attorney is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- b. The City shall not be responsible 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 Attorney or any employee of the Attorney.

## **7. GIFTS**

The City's Purchasing Code of Ethics and Washington State law prohibit City officers and employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance, the Attorney shall not give a gift of any kind to City officials or employees.

## **8. PROFESSIONAL AND BUSINESS LICENSES**

- a. The Attorney, at their sole expense, shall obtain and keep in force any and all necessary licenses, including licenses to practice law within the State of Washington, permits, and tax certificates.

- b. As mandated by LFPMC 5.02.030, the Attorney shall obtain a City of Lake Forest Park Business License prior to performing any services and maintain the business license in good standing throughout the term of its Agreement with the City.

## **9. INSURANCE**

- a. Types and Amounts. Attorney shall obtain insurance of the types described below during the term of this Agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that Attorney's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Attorney's insurance (except for professional liability insurance).
  - i) Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided.
  - (ii) Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with a limit of no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate. The City shall be named as an additional insured on this policy. The Attorney shall submit to the City a copy of the insurance certificate and relevant endorsement(s) as evidence of insurance coverage acceptable to the City.
  - (iii) Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Attorney use of motor vehicles.
- b. Verification of Coverage. Attorney shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements under this Agreement before commencement of the work.
- c. Notice of cancellation. The Attorney shall provide the City with written notice of any policy cancellation within two business days of its receipt of such notice.
- d. Failure to maintain. Failure on the part of the Attorney to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement.
- e. Tail coverage. The Attorney shall provide the City with proof of insurance for "tail coverage" no later than December 31 of the year of termination of the Agreement. The purpose of "tail coverage" is to provide insurance coverage for all claims that might arise from occurrences during the term of the Agreement or extension(s) thereof, but not filed during the term of the Agreement.

## **10. FORCE MAJEURE**

Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision.

## **11. SUCCESSORS AND ASSIGNS**

Neither the City nor the Attorney shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other. This Agreement gives no rights or benefits to anyone other than the City and the Attorney and has no third-party beneficiaries.

## **12. 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 (except minimum age and retirement provisions), race, color, creed, national origin, citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental, or physical handicap or the use of a trained dog guide or service animal by a person with a disability, 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), citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental or physical handicap, or the use of a trained dog guide or service animal by a person with a disability.

## **13. 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; or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Notices to the City:

City of Lake Forest Park  
Attn: Phillip Hill  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155  
phill@cityofflp.gov

Notices to the Attorney:

Sarah Roberts, PLLC  
Attn: Sarah Roberts  
2400 NW 80<sup>th</sup> St., #284  
Seattle, WA 98117-4449  
sarahmroberts@outlook.com

**14. NONWAIVER OF BREACH**

The failure of the City to insist upon strict performance of any of the terms and conditions contained in this Agreement or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such terms and conditions and the same shall be and remain in full force and effect.

**15. GOVERNING LAW VENUE**

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington and the rules of the Washington State Supreme Court and the Washington State Bar Association, as applicable. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable Attorney's fees and costs from the other party. Venue for an action arising out of this Agreement shall be in King County Superior Court.

**16. 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 City and the Attorney, 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.

**17. 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. Either party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

**18. CAPTIONS**

The titles of sections or any other parts of this Agreement are for convenience only and do not define or limit the contents.

**19. 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.

**20. AUTHORITY TO EXECUTE**

Each person executing this Agreement on behalf of a Party represents and warrants that they are fully authorized to execute and deliver this Agreement on behalf of the Party for which they are 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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date last signed:

**CITY OF LAKE FOREST PARK**

\_\_\_\_\_  
Tom French, Mayor  
Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Matt McLean, City Clerk  
Date: \_\_\_\_\_

APPROVE AS TO FORM

\_\_\_\_\_  
Kim Adams Pratt, City Attorney  
Date: \_\_\_\_\_

**SARAH ROBERTS, PLLC**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A Prosecution Services

### A. Scope of Services

1. Attorney shall ensure that Prosecution Services are provided on behalf of the City for individuals charged with misdemeanor or gross misdemeanors and civil infractions filed by the City of Lake Forest Park in Lake Forest Park Municipal Court. The Attorney's representation of the City will extend through final disposition and shall include any appeals filed, motions to vacate, and post-conviction probation violations or sentence notification. If a defendant fails to appear at a mandatory hearing, the Attorney's representation will continue while the case remains active. Representation shall include all counts arising from a single transaction or event and or charged in a single complaint.
2. Attorney shall provide all supplies and equipment and shall provide an adequate number of attorneys and support staff to efficiently manage the court calendar in a manner which avoids unnecessary delays in completing the calendar, or unnecessary periods in custody. Sufficient attorneys shall be provided to prosecute cases during vacation and illness.
3. The following are Prosecution Services included in the Flat Fee (see section B. below):
  - Obtain access to TraCS provided by WSP and utilize such access to review criminal citations (NOCC) referred by City's police department and charging documents with the court.
  - Review criminal filings for charging decision and provide decision to LFPPD records for processing for cases that were not direct filed by LFPPD. Prosecutor will provide monthly reports to LFPPD records on status of cases referred to prosecutor that were not direct filed.
  - Contact officers regarding specific cases and request additional information/clarification;
  - Prepare, file and serve charging documents;
  - Submit written request for bail and/or conditions on matters where a determination of probable cause (PC) must be made no later than 48 hours following a person's arrest when court holds a hearing on days/times other than Monday or Wednesday mornings.
  - Review defendant's criminal history
  - Prepare pleas and pleadings;
  - Provide discovery to defense counsel and pro se individuals (the court clerk shall not be required to provide discovery to pro se individuals) pursuant to CrRLJ 4.7 and IRLJ 3.1; provide discovery re Automated Traffic Safety Camera Infractions to defense counsel and pro se individuals.
  - Negotiate cases with private and public defense counsel;
  - Meet and/or communicate with witnesses and victims;
  - Research and draft written motions and briefing for pretrial and trial issues;
  - Subpoena witnesses for criminal trials;
  - Subpoena speed measuring device experts;

- Prepare witnesses for in-court testimony;
  - Meet with the Domestic Violence Victims Advocate to discuss all domestic violence incidents reported in the City of Lake Forest Park;
  - Prepare jury instructions;
  - Discuss specific cases with the Probation Officer to obtain/provide input;
  - Attend and conduct the following hearings:
    - arraignment hearings
    - pre-trial hearings
    - sentencing hearings
    - motion hearings including pretrial motions
    - motion to vacate conviction (may be reviewed administratively by court upon Attorney review and approval as to form.)
    - probation review hearings
    - in-custody hearings
    - warrant quash and expired warrant hearings
    - Jury readiness hearings and CrRLJ 3.5 and 3.6 motion hearings
    - bench trials
    - vehicle impound hearings that require the presence of a police officer
    - contested infraction hearings when private counsel has served a Notice of Appearance on the Attorney
    - contested infraction hearings that require the presence of a police officer and/or a speed measuring device expert
    - contested photo enforcement hearings that require the presence of a police officer and/or a speed measuring device expert
    - contested photo enforcement hearings when private counsel has served a notice of appearance on the attorney
    - jury trial appearances
  - Keep apprised of current caselaw and legislative updates.
  - Consult with the City Administrator and the Municipal Court regarding administrative matters, high profile cases, suggested changes to the Lake Forest Park Municipal Code, performance, monitor performance benchmarks, other issues of common concern.
  - Discussion with the City Administrator at the end of each annual term of the Agreement to discuss any issues with the Agreement or services provided over the preceding year.
  - Attorney shall maintain records documenting all Prosecution Services performed under this Agreement.
4. This Agreement does not include the following services:
- Appearing at any mitigation hearings in Court involving Automated Traffic Safety Cameras.
  - Representation at in-custody hearings held at any jail or custodial facility outside of City Hall
  - Domestic Violence Advocacy Services

5. The Attorney's presence is required as follows:

Every Monday and Wednesday from 9:00 a.m to 1:00 p.m and the day immediately following a legal holiday when the holiday falls on a Monday or Wednesday that results in court closure

On the first Monday of the month from 1:00 p.m. to 5:00 p.m. and the Monday two weeks following attend and conduct contested traffic infraction hearings when private counsel has served a Notice of Appearance on Attorney or when a police officer or speed measuring device expert has been subpoenaed. The Attorney's presence on photo enforcement hearings is required when an attorney has filed a notice of appearance or when a police officer or speed measuring device expert has been subpoenaed. The attorney's presence on vehicle impound hearings is required when the presence of a police officer is required.

One Wednesday per month from 1:00 p.m. to 5:00 p.m. attend and conduct Jury readiness hearings and CrRLJ 3.5 and 3.6 motion hearings. If the Court deems it necessary to set additional hearings listed in paragraph 3, above, the Attorney will appear between 1:00 p.m. and 5:00 p.m. on one additional Wednesday afternoon per month.

## B. Compensation

1. Flat Fee. The City shall pay the Attorney the sum of Eighteen Thousand Dollars (\$18,000.00) per month as a flat fee for the services described in Section A above (the "Flat Fee"). Three thousand Dollars (\$3,000) per month of the Flat Fee is specifically for prosecution services related to traffic camera violations other than for stoplight violations and school speed zone violations.
2. Other Fees. In addition to the Flat Fee, the City agrees to compensate the Attorney the following for professional services in addition to those described in Section A as follows:
  - (i) The City agrees to compensate the Attorney at a rate of Five Hundred and 00/100 Dollars \$500.00 per hour at 6-minute increments for any appearances in court beyond the Monday and Wednesday appearances identified in Section A ("Court Appearance Rate"). The Court Appearance Rate shall cover all special set matters scheduled by the court and/or Municipal Court Judge requiring mandatory appearance of the Attorney.
  - (ii) The City agrees to compensate the Attorney at a rate of Two Hundred Fifty Dollars and 00/100 (\$250.00) per hour for all jury trials held on Tuesday, Thursday, and Friday ("Jury Trial Rate"). Jury trial appearances on Monday and Wednesday are included in the Flat Fee and shall not be billed separately.
  - (iii) The City agrees to compensate the Attorney at a rate of Three Hundred Dollars and 00/100 (\$300.00) per hour for time incurred in researching and drafting appellate briefs for Lake Forest Park Municipal Court cases in King County Superior Court and the Court of Appeals, all mandatory court appearances associated with each of these

appeals, including readiness hearings and oral arguments.

(iv) Any appeals to the Washington State Supreme Court or Federal Court are not covered in this Agreement and will be separately negotiated between the City and Attorney. Attorney shall consult with the City before initiating appeals to Washington State Supreme Court or Federal Court.

3. Conflict. In the event that a conflict of interest arises in the prosecution of specific cases or specific defendants barring the Attorney's involvement in the case, the City shall obtain and pay for outside legal representation for the City.

**C. Associated Counsel**

1. Any counsel associated with, contracted or employed by the Attorney shall have the authority to perform the services set forth in this Exhibit A. Attorney and all associates or attorneys who perform the services set forth in this Agreement shall be admitted to the practice pursuant to the rules of the Supreme Court of the State of Washington and will at all times remain members in good standing of the Washington State Bar.
2. Attorney shall be responsible for this Agreement, notwithstanding that other counsel may be employed or associated by the Attorney to perform services hereunder. The Attorney shall actively supervise associated and employed counsel throughout the term of this Agreement and during any renewals or extensions, to ensure that all cases are promptly and effectively handled. Sufficient counsel shall be provided to prosecute cases during vacation and illness.

**D. City Responsibilities**

To facilitate the Prosecution Services provided under the Agreement, the City has the following responsibilities:

1. The City agrees to provide to Attorney direct access to the ATSC portal to allow access to all relevant documents the Municipal Court Judge deems necessary to provide to defendants in discovery. If Attorney is unable to access the necessary documents, the City agrees to provide these documents to Attorney through the police department.
2. The City's police department will provide electronic copies of all police reports, certified copy of driving record, body worn camera video, in-car camera video and any additional evidence to the Attorney.
3. The City shall notify Attorney of any amendments or adoptions to the Lake Forest Park Municipal Code that may relate to the Prosecution Services.

ORIGINAL #1

AMENDMENT No. 1  
to  
CONTRACT FOR LEGAL SERVICES  
Prosecuting Attorney

ORIGINAL  
AGREEMENT  
MUNI SVCS DEPT COPY  
Sarah Roberts  
&  
City of LFP  
AG-03-001

This agreement between the City of Lake Forest Park, a municipal corporation ("City") and Sarah Roberts ("Attorney") is dated this 23<sup>rd</sup> day of June 2003.

**Whereas**, the Attorney provides the City services as City Prosecutor pursuant to a written contract, dated August 22, 2001; and

**Whereas**, the City and the Attorney desire to amend the terms and conditions of their written agreement; now, therefore,

1. Section 5 of the Contract for Legal Services, dated August 22, 2001, is amended to read as follows:

"5. The City shall pay to the Prosecutor the sum of Five Thousand Five Hundred Dollars (\$5,500.00) per month as a flat fee for the services outlined above in Section 4, 'Services.' This fee also includes appearances in court on Mondays from 9:00 a.m. to 5:00 p.m. and Wednesday from 9:00 a.m. to 5:00 p.m. Prosecutor shall be available for court from 9:00 a.m. to 5:00 p.m. on the day immediately following a legal holiday on which court would have been held.

Compensation will be adjusted for inflation effective the first day of each calendar year by the same percentage increase provided to the City's non-represented salaried employees for a cost of living adjustment.

In addition to the flat monthly fee, the City agrees to compensate the Prosecutor at a rate of \$250.00 per half-day for any appearance beyond the Monday and Wednesday appearances defined in the first paragraph of this Section 5. This fee shall cover all special set matters scheduled by the court and or Judge requiring the appearance of the Prosecutor. This fee shall also cover the Prosecutor's appearance at Jury trials held on Tuesday, Thursday, and Friday. Jury trial appearance on Monday and Wednesday shall not be billed separately and shall be included in the flat fee as defined in the first paragraph of this Section 5.

The City agrees to compensate the Prosecutor at a rate of \$100.00 per hour for time incurred in researching and drafting appellate briefs and for all mandatory court appearances associated with each appeal, including readiness hearing and oral argument. The Prosecutor shall submit a monthly itemization of billable hours to the City with the Prosecutor's monthly billing statement."

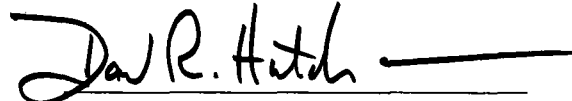
2. The effective date of this amendment to Section 5 of the Contract for Legal Services is July 1, 2003.

3. In all other respects the Contract for Legal Services, dated August 22, 2001, remains in full force and effect.

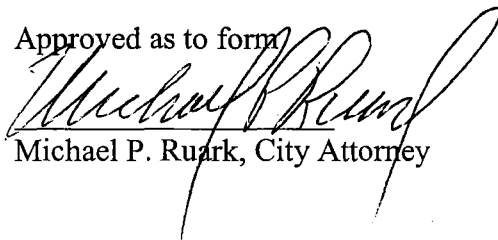
ATTORNEY

CITY OF LAKE FOREST PARK

  
Sarah Roberts

  
David R. Hutchinson, Mayor

Approved as to form

  
Michael P. Ruark, City Attorney

**ORIGINAL**



**CONTRACT FOR LEGAL SERVICES  
Prosecuting Attorney**

**ORIGINAL  
AGREEMENT**  
MUNI SVCS DEPT COPY  
Sarah Roberts  
&  
City of LFP  
AG-01-002

This Agreement between the City of Lake Forest Park, a municipal corporation, ("City") and Sarah Roberts ("Attorney") is dated this 22<sup>nd</sup> day of August 2001.

**CONTRACT TERMS**

1. **Employment.** The City employs Attorney as Prosecuting Attorney for the City and the Attorney accepts such employment commencing July 31, 2001 on the following terms and conditions:
2. **Term.** The Attorney holds the position and shall serve as Prosecuting Attorney at the pleasure of the Mayor.
3. **Review.** A review of the terms of this contract shall be made annually each October starting in 2002 to coincide with the budget year.
4. **Services.**

The Prosecutor shall provide prosecution services to the City including:

**Court appearance** for arraignment calendars, pre-trial calendars, pretrial motions calendars, bench trial calendars, sentencing hearings, probation review hearings, contested infraction hearings where private counsel has served a Notice of Appearance on the Prosecutor, contested infraction hearings that require the presence of a police officer and tow hearings that require the presence of a police officer.

**Court preparation includes:** Review criminal filings for charging decision; contact officers regarding specific cases and request additional information/clarification; prepare, file and serve charging documents; review defendant’s criminal history; provide discovery to defense counsel pursuant to CrRLJ 4.7; negotiate cases with private and public defense counsel; meet with witnesses and victims; research and draft written motions and briefing for pretrial and trial issues; subpoena witnesses; meet with the Domestic Violence Victims Advocate to discuss all domestic violence incidents reported in the City of Lake Forest Park; prepare witnesses for in-court testimony; prepare jury instructions; discuss specific cases with the Probation Officer to obtain/provide input; keep apprised of current caselaw and legislative updates.

**Consultation with City Personnel:** The Prosecutor shall be available for telephone contact with the Police Department on a 24-hour basis to discuss investigation procedures and apprise officers of applicable statutes and caselaw when appropriate. The Prosecutor shall update the Police Department on legislative changes and judicial interpretation of current law. The Prosecutor shall provide a minimum of one hour of formal police training when requested to do so by the Chief of Police. The Prosecutor shall also make herself reasonably available to other City personnel for discussions regarding interpretation of City code provisions utilized in criminal prosecution and provide suggestions regarding specific land use violation investigations.

**Bi-Monthly Reports:** The Prosecutor shall provide no less frequently than bi-monthly reports to the City Administrator, Mayor and City Council. These reports should, at a minimum, identify and report on the following subjects: legislative changes impacting the prosecution of violators; pending cases involving violations of the municipal code; legal ruling from the municipal court or appellate courts that impact police investigations or prosecution. The reports should also summarize the status of pending appeals whether initiated by defense counsel or the prosecutor. Pending cases involving unusual, interesting or high profile issues; issues regarding the necessity for police or code enforcement staff training should be identified and key issues summarized. The prosecutor should also identify any recommendations for changes to the LFPMC.

5. **Compensation.** The City shall pay to the Prosecutor the sum of Six Thousand Five Hundred Dollars (\$6,500.00) per month as a flat fee for the services outlined above in Section 1, “Scope of Services.” This fee also includes appearances in court on Mondays from 9:00 a.m. to 5:00 p.m. and Wednesdays from 9:00 a.m. to 5:00 p.m. Prosecutor shall be available for court from 9:00 a.m. to 5:00 p.m. on the day immediately following the legal holiday.

In addition to the flat monthly fee, the City agrees to compensate the Prosecutor at a rate of \$250 per half-day for any appearances in court beyond the Monday and Wednesday appearances defined in the first paragraph of this section (4). This fee shall cover all special set matters scheduled by the court and/or Judge requiring the appearance of the Prosecutor. This fee shall also cover the Prosecutor’s appearance at Jury trials held on Tuesday, Thursday, and Friday. Jury Trial appearance on Monday and Wednesday shall not be billed separately and shall be included in the flat fee as defined in the first paragraph of this section (4).

The City agrees to compensate the Prosecutor at a rate of \$100 per hour for time incurred in researching and drafting appellate briefs and for all mandatory court appearances associated with each appeal, including readiness hearings and oral argument. The prosecutor shall submit a monthly itemization of billable hours to the City with the Prosecutor’s monthly billing statement.

6. **City Responsibilities.**

A. The City shall provide the Attorney with a small private work space within City Hall, basic office furnishings (desk, chair, file cabinet, bookshelf), a telephone, mail, mailing address, voice mail, and access to a copy machine and fax.

The City shall provide Prosecutor with a copy of the Municipal Code and amendment at no expense to the Prosecutor.

B. The City shall be responsible for the costs of prosecution and shall reimburse the Attorney for any reasonable out-of-pocket expenses, other than travel to and from the

courthouse, associated with the performance of her duties as allowed by applicable City policy and the adopted budget.

C. The City's police department will provide two copies of the police reports to the Prosecutor.

7. **Association of Counsel:** Any attorney associated with or employed by the Prosecutor shall have the authority to perform the services called for herein and the Prosecutor may employ such attorney at the Prosecutor's expense. The City reserves the right to notify the Prosecutor that an associated attorney is not performing to the City's satisfaction. If performance is not satisfactory within three months of the date notice originally given, the city may require attorney to use other associated counsel.
8. **Prosecutor Conflict of Interest:** In the event that a conflict of interest arises in the Prosecution of specific cases or specific defendants barring the Prosecutor's involvement in the case, the City shall obtain and pay for outside legal representation for the City.
9. **Contract Administrator.** The City Administrator shall administer this contract and the Attorney shall contact the City Administrator concerning issues regarding this contract.
10. **Status of Attorney.** The Attorney is an independent contractor responsible for all employment taxes, benefits, and other costs of doing business.
11. **Insurance.** The Attorney shall obtain and maintain professional liability insurance with coverage in the amount of not less than \$500,000.
12. **Termination.** The Attorney serves at the pleasure of the Mayor, but shall receive no less than thirty days' notice of termination. The Attorney may resign at any time, but agrees to continue to serve for a period of ninety days or until a replacement is secured, whichever is less. Notice under this paragraph shall be in writing to the Attorney's office at the City and to the City at the office of the City Administrator.

ATTORNEY

  
\_\_\_\_\_  
Sarah Roberts

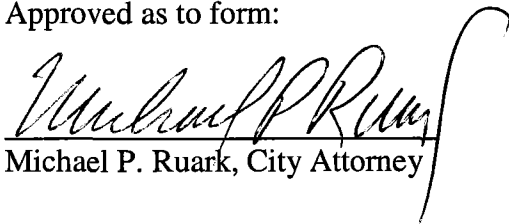
8/22/01  
\_\_\_\_\_  
Date

CITY OF LAKE FOREST PARK

  
\_\_\_\_\_  
David R. Hutchinson, Mayor

8/22/01  
\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
Michael P. Ruark, City Attorney



**Fiscal & Policy Implications**

The Company is responsible for reimbursing the City for costs associated with processing the Master Use Permit, permit review, inspections, publication costs, and other actual incremental costs incurred by the City for public works projects related to the Company’s facilities.

No franchise fee is imposed under the proposed Master Use Permit pursuant to RCW 35.21.860 because the Company represents that it operates as a telecommunications service provider.

**Alternatives**

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"><li>• Adopt the Ordinance</li></ul>	Grant a MUP to Forged Fiber 37, LLC for five-years
<ul style="list-style-type: none"><li>• Deny the Ordinance</li></ul>	Forged Fiber 37, LLC would not be authorized to construct, maintain, or operate telecommunications facilities within City public rights-of-way

**Staff Recommendation**

Review the proposed Ordinance and Master Use Permit and provide input to staff.

**ORDINANCE NO. 26-1317**

**AN ORDINANCE OF THE CITY OF LAKE FOREST PARK WASHINGTON, GRANTING TO FORGED FIBER 37, LLC, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE MASTER PERMIT, FOR FIVE YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, AND REPAIR A TELECOMMUNICATION SYSTEM, IN, ACROSS, OVER, ALONG, UNDER, THROUGH, AND BELOW PUBLIC RIGHTS-OF-WAY OF THE CITY**

---

**WHEREAS**, Forged Fiber 37, LLC, a limited liability company (the "Company"), owns and operates a telecommunications system; and

**WHEREAS**, the Company desires to obtain from the City of Lake Forest Park a Master Permit to allow the Company to install, operate, and maintain a telecommunications system in the public rights-of-way of the City; and

**WHEREAS**, the City Council has the authority to grant Master Permits for the use of its streets and other public properties pursuant to RCW 35A.47.040, RCW 35.99.020 and Chapter 5.26 of the Lake Forest Park Municipal Code (the "LFPMC").

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

Section 1. MASTER PERMIT GRANTED. The City Council hereby grants a Master Permit to Forged Fiber 37, LLC for a telecommunications system, with terms and conditions substantially as set forth in Exhibit A hereto. The initial term of the Master Permit shall be 5 (five) years commencing on the effective date of this Ordinance, after which time the Master Use Permit may be renewed or reinstated by ordinance of the City Council for a term determined by the City Council. This Master Permit is issued pursuant to Chapter 5.26 LFPMC, which is incorporated herein by reference. Further, the City Attorney is authorized to make non-substantive, administrative edits to the Master Permit.

Section 2. SEVERABILITY. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court, the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance shall not be affected, unless the rights, privileges, duties, or obligations hereunder are materially altered, whereupon either party may request renegotiation of those remaining terms.

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

Section 4. EFFECTIVE DATE. This Ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

**APPROVED BY A MAJORITY** the Lake Forest Park City Council this \_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED:

\_\_\_\_\_

Tom French  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_

Matthew McLean  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Kim Adams Pratt  
City Attorney

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

By signing below, Forged Fiber 37, LLC hereby agrees to the terms and conditions set forth in the Master Permit attached as Exhibit A hereto.

**Forged Fiber 37, LLC**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FORGED FIBER 37, LLC MASTER USE PERMIT FOR  
OPERATION OF TELECOMMUNICATIONS FACILITIES  
WITHIN THE CITY OF LAKE FOREST PARK**

WHEREAS, Forged Fiber 37, LLC, a limited liability company (the "Company"), owns and operates a telecommunications system; and

WHEREAS, the Company desires to install, operate, and/or maintain a telecommunications system in the public rights-of-way of the City of Lake Forest Park (the "City"); and

WHEREAS, the City Council has the authority to grant Master Permits for the use of its streets and other public properties for telecommunications facilities pursuant to RCW 35A.47.040, RCW 35.99.020, and Chapter 5.26 of the Lake Forest Park Municipal Code (the "LFPMC").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**Section 1. Master Permit Granted.** This Master Permit is issued pursuant to Chapter 5.26 LFPMC, which is incorporated herein by reference, as amended. Subject to the terms and conditions hereinafter set forth, and to approval by the City Council via Ordinance, the City grants to the Company a Master Permit for a telecommunications system for the purposes of providing fiber optic network for telecommunication services. The term of the Master Permit shall be as set forth in the Ordinance approving this Master Permit. This Master Permit does not grant Grantee the right to install and/or operate Wireless Communication Facilities. As used herein, "Wireless Communication Facilities" means any unstaffed facility for the transmission and/or reception of radio frequency signals through electromagnetic energy usually consisting of an equipment shelter or cabinet, a support tower or other structures used to achieve the necessary elevation, and the transmission and reception devices or antenna. Any entity that seeks to install and/or operate such Wireless Communication Facilities must have an independent franchise to use the Public Ways outside of this Master Permit. Further, this Master Permit does not grant the right to offer cable services as defined in 47 U.S.C. Section 522(6).

This Master Permit grants to the Company the right, privilege, and authority to construct, operate, maintain, remove, replace, and repair all necessary facilities for the above-described telecommunications system, in, under, on, across, over, through, along, or below the public rights-of-way located in the City as shown on the map attached as Exhibit 1 hereto and incorporated by reference as approved under City permits issued pursuant to applicable City codes and regulations. Any reference herein to a public right-of-way shall not be deemed to be a representation or guarantee by the City that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and this Master Permit shall be deemed to grant no more than those rights which the City may have the undisputed right and power to give.

This Master Permit does not convey any equitable or legal title to the public rights-of-way. The right granted is only the right to occupy public rights-of-way. This Master Permit does not grant a vested right for any facility to be located or to remain at any specific location in the public rights-of-way and this Master Permit or consent to occupy any location in the public rights-of-way is revocable and terminable at the lawful discretion of the City; and, if so revoked, the facility shall be removed at the cost of the Company in order to allow free and unencumbered use of the public rights-of-way for public work or other public purpose as may be in the best public or municipal interest as determined by the City.

## **Section 2. Definitions.**

“Administrator.” The City Administrator of the City of Lake Forest Park, or a designee of the Administrator.

“Engineer.” The Public Works Director or designee authorized to administer this Master Permit.

“Public Works Director.” The appointed Public Works Director of the City of Lake Forest Park, or the designee of the Public Works Director.

Other terms. Unless otherwise defined, terms used in this Ordinance shall have the meaning set forth in Chapter 5.26 LFPMC.

**Section 3. Non-Exclusive Master Permit.** This Master Permit is non-exclusive, and the City reserves the right to grant other or further Master Permits or franchises in, along, over, through, under, below, or across any of its public rights-of-way. This Master Permit shall in no way prevent or prohibit the City from using any of its public rights-of-way or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, and dedication of same, including the dedication, establishment, maintenance, and improvement of all new rights-of-way, thoroughfares, and other public properties of every type and description.

## **Section 4. Compensation.**

A. Per RCW 35.21.860, the Company shall compensate the City for its costs related to receiving and approving its Master Permit, including the costs associated with the City’s legal costs incurred in drafting and processing this Master Permit. Company shall pay all costs of publication of this Master Permit and any and all notices prior to any public meeting or hearing in connection with this Master Permit. Company shall pay the reimbursements per this section 4.A upon acceptance of this Master Permit. No permits shall be issued for the installation of facilities until such time as the City has received payment.

B. The Company shall pay the costs to process any subsequent right-of-way permits issued pursuant to this Master Permit, other permits required under the LFPMC, the costs of inspecting plans and construction pursuant thereto, or the cost of the preparation of a

detailed statement pursuant to Chapter 43.21C RCW.

1. Costs shall be billed to the Company in the manner and at the rates provided in a resolution adopted by the City Council.

2. Fees must be paid within 30 days of receipt of the City's billing.

3. On request of the Company, the City will submit proof of any charges or expenses incurred. For any project or time frame, the Company can request a written estimate from the Administrator, in advance of costs planned to be expended by the City, and the Company may object to any costs by filing written protest with the Administrator. The Administrator shall decide the protest within five business days, and the decision shall be the final decision of the City.

B. The Company shall compensate the City for its actual incremental costs necessarily incurred on City public works projects because of the presence of Company's telecommunications system in the right-of-way.

1. Fees must be paid within 30 days of receipt of the City's billing; thereafter, amounts due shall bear interest at 6% per annum.

2. On request of the Company, the City will submit proof of such incremental costs.

3. Before commencing work, the City shall notify the Company of its proposed project, and the incremental costs the City estimates will be incurred. The Company may object to any cost estimates by filing written protest of the cost estimate with the Administrator. The Administrator shall decide the protest within five business days, and the decision shall be the final decision of the City. In the event unforeseen costs are actually incurred by the City, the City shall bill such costs to the Company and such costs shall be paid within 30 days of receipt of the City's billing. The Company may object to any unforeseen costs by filing a written protest with the Administrator. The Administrator shall decide the protest of any unforeseen costs within five business days, and the decision shall be the final decision of the City.

C. Company hereby warrants that its operations as authorized under this Master Permit are those of a telephone business as defined in RCW 82.16.010, or service provider as defined in RCW 35.21.860. As a result, the City will not impose a franchise fee under the terms of this Master Permit. The City hereby reserves its right to impose a franchise fee on Company if Company's operations as authorized by this Master Permit change such that the statutory prohibitions of RCW 35.21.860 no longer apply, or if statutory prohibitions on the imposition of such fees are removed. In either instance, the City also reserves its right to require that Company obtain a separate Master Permit for its change in use. Nothing contained herein shall preclude Company from challenging any such new fee or separate agreement under applicable federal, state, or local laws.

**Section 5. Conditions governing use of public rights-of-way.**

A. Before any work is performed in the public right-of-way, the Company shall obtain a right-of-way permit in accordance with Chapter 12.04 LFP MC. An application for a right-of-way permit by the Company shall be approved or disapproved within thirty days of the date of the filing of a complete application. A right-of-way permit shall incorporate the requirements of this Master Permit and Chapter 5.26 LFP MC in addition to the requirements of Chapter 12.04 LFP MC.

B. Except as expressly provided otherwise, any act that the Company, its contractors or subcontractors are required to perform under this section shall be performed at their cost. If the Company fails to perform work that it is required to perform within the time provided for performance specified within the right-of-way permit, the City may perform the work and bill the Company therefore. The Company shall pay the amounts billed within 30 days.

C. Construction Procedures and Placement of Facilities – Obligation to Minimize Interference with Use of Public Rights-of-Way.

1. The construction, operation, and repair of communications facilities are subject to the supervision of all of the authorities of the City with jurisdiction over such matters and shall be performed in compliance with all laws, ordinances, departmental rules and regulations affecting such system.

2. The construction, operation, and repair shall be performed in a manner consistent with high industry standards. Persons engaged in the construction, operation, or repair of communications facilities shall exercise reasonable care in the performance of all their activities and shall use commonly accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property or interfere with traffic or the use of adjoining property. All work performed by the Company or its contractors shall be accomplished in a safe and competent manner. The Company shall comply with all applicable safety regulations during construction as required by the ordinances of the City or the laws of the State of Washington.

3. Construction, operation, or repair of a communications system shall not commence until all required permits have been properly filed for and obtained from the proper City officials and all required permits and associated fees paid and bonds or other performance security provided. In any permit so issued, the City may impose as a condition of the granting of the permit such conditions and regulations as may be necessary to the management of the rights-of-way, including, by way of example and not limitation, for the purpose of protecting any structures in the public rights-of-way, for the proper restoration of such public rights-of-way and structures, and for the protection of the City and the public and the continuity of pedestrian and vehicular traffic.

4. Whenever a Company facility located in a right-of-way endangers property, health, or safety, or whenever necessary to temporarily restore communications system

services that have been disrupted by storms, earthquakes, riots or other unexpected accidents the Company shall immediately take proper emergency measures, without first obtaining a permit as required by this Master Permit. However, the Company shall notify the City of the work no later than the next succeeding business day and apply for a right-of-way permit by the next business day; provided that the Company shall be required to conform any work performed before a right-of-way permit was issued and to perform any other work in accordance with the requirements of the permit.

If work related to facilities authorized by this Master Permit endangers property or the public's health and safety, the Public Works Director may direct the Company, at the Company's own expense, to take appropriate protective action, including compliance within a prescribed time. Unless otherwise notified in writing by the Company, the City shall notify the Company as follows: emergency number (425) 786-8816; local contact person David Collier, cell/pager (775) 527-4252. The Company must notify the City if the person(s) or contact information changes.

If the Company does not comply with such directions, or if immediate action is required to protect property or the public's health and safety, the City may take reasonable emergency measures, and the Company shall be liable to the City for the costs thereof.

5. The Company shall follow City-established requirements for placement of facilities in public rights-of-way, including the specific location of facilities in the public rights-of-way, and shall install facilities in a manner that minimizes interference with the use of the public rights-of-way by others. The City may require the installation of facilities at a particular time, at a specific place, or in a particular manner as a condition of access to a particular right-of-way; it may require a person using the rights-of-way to cooperate with others to minimize adverse impacts on the rights-of-way through joint trenching, joint use of facilities and other arrangements; it may deny access if the Company is not willing to comply with the City's lawful requirements that allows operator to provide its services; it may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the City, or that is installed without prior City approval of the time, place, or manner of installation; and it shall charge the Company for all the costs associated with removal.

6. Upon order of the Administrator, all work that does not comply with this Master Permit, the approved plans or specifications for the work, or the requirements of Chapter 5.26 LFPMC or other applicable law shall be removed.

7. Unless otherwise agreed or provided in this Master Permit or a right-of-way permit, the Company shall be required to reimburse and hold harmless the City for any cost or expense reasonably incurred by the City in the planning, construction, installing, altering, or implementing any public work as a result of the construction or the presence in the public right-of-way of the facility of the Company.

8. The specific location within the rights-of-way and the method of installing facilities underground or overhead will be subject to approval by the Engineer. Cutting of

pavement in the public right-of-way shall be prohibited where the Engineer approves locating underground facilities in the unimproved portions of the right-of-way or in the sidewalk areas or requires alternative methods for undergrounding not requiring trenching or the cutting of pavement. Above ground facilities may be camouflaged using cover boxes that imitate trees or rocks.

9. Except to allow for compliance with state or federal law, cutting of pavement may be prohibited in a newly constructed or reconstructed street for a period of five years from the paving of such street or in a street where a trench was previously available for a period of three years from the date the trench was available. The City may require as a condition to the occupancy of the rights-of-way that communications facilities be located in existing underground ducts or conduits wherever the capacity exists; provided, however, the Engineer may in his or her discretion permit pot-holing (subject to conditions to alleviate the harmful effects) where conduit is to be placed underground by means of directional boring and the person seeking permission has provided evidence satisfactory to the Engineer that:

- a. Such pot-holing is necessary to avoid interference with existing utilities;
- b. Such pot-holing is the only reasonable alternative available to locate existing utilities; and
- c. Such pot-holing will result in little or no visual or other detrimental impact to the street.

10. Any and all public rights-of-way, public property, or private property that is disturbed or damaged during the construction, operation, repair or removal of a communications facility shall be promptly repaired by the Company. Public property and public rights-of-way must be restored to the satisfaction of the City and to a condition as good as or better than before the disturbance or damage occurred and to the standards established on the approved plans, or permit conditions, whichever is greater. The Public Works Director shall have final approval of the condition of such streets and public places after restoration, such approval not being unreasonably withheld. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state, and local standards and specifications. The Company shall complete all restoration work promptly and promptly repair any damage caused by such work.

11. The Company shall continue to maintain the restored street area, which may consist of curb, gutter, sidewalk, pavement, or other restored appurtenances, in a condition as good as or better than the condition of the adjacent undisturbed area of the street for the life of the street when such maintenance or restoration is required as:

- a. A result of the restored street area being defective or otherwise inferior to the adjacent undisturbed area of the street, or

b. A result of the presence of the facilities of the communications system operator until the restored area is repaved or reconstructed by a different party.

12. Tree trimming shall not be performed without the permission of the City and other affected authorities, and tree trimming must be performed in strict accordance with chapter 16.14 LFPMC, as amended.

13. Within 48 hours after notice from the City in accordance with Section 5.C.4, the Company shall remove any graffiti on any part of its communications system in the public rights-of-way. If the operator fails to do so, the City may remove the graffiti and bill the Company for the cost thereof.

#### D. Relocation and Abandonment of Facilities.

1. The Company shall, by a time specified by the City, protect, support, temporarily disconnect, relocate, or remove any of its property when required by the City by reason of traffic conditions; public safety; public right-of-way construction; public right-of-way repair (including resurfacing or widening); change of public rights-of-way grade; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, tracks, or any other type of government-owned communications system, public work, public facility or improvement, or any government-owned utility; public rights-of-way vacation; or for any other purpose where the work involved would be aided by the removal or relocation of the communications facility. Collectively, such matters are referred to below as the "public work."

a. Except in the case of emergencies, the City shall provide written notice describing where the public work is to be performed as soon as practical but at least 30 days prior to the deadline by which the Company must protect, support, temporarily disconnect, relocate or remove its facilities. The Company may seek an extension of the time to perform such tasks where they cannot be performed in 30 days or by the completion time specified even with the exercise of its best efforts, and such request for an extension shall not be unreasonably refused.

b. If the Company does not comply with the requirements of Chapter 5.26 LFPMC, and to the extent that this Master Permit or any applicable right-of-way permit does not provide otherwise, and if not prohibited by applicable law, the City shall have the right to revoke any right of the Company to have its facilities remain at a specific location in the public right-of-way whenever the City determines that the facilities of the Company must be removed from their present location in order to facilitate a public work in the public right-of-way; and upon revocation of the Master Permit, license or right-of-way permit of the Company, the Company shall remove the same and restore the public right of way at its cost.

2. If any person that is authorized to place facilities in the rights-of-way requests the Company to protect, support, temporarily disconnect, remove, or relocate its facilities to accommodate the construction, operation, or repair of the facilities of such other person, the Company shall, after 30 days' advance written notice, take action to effect the

necessary changes requested. Unless the matter is governed by a valid contract or a state or federal law or regulation, the reasonable cost of the same shall be borne by the person requesting the protection, support, temporary disconnection, removal, or relocation and at no charge to the City, even if the City makes the request for such action on behalf of such party.

3. The Company shall, on the request of any person holding a valid permit issued by a governmental authority, temporarily raise or lower its wires to permit the moving of buildings or other objects. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same. The Company shall be given not less than seven days' advance notice to arrange for such temporary wire changes.

4. The Company may abandon and surrender its Master Permit to the City on six months' written notice to the Administrator, with copies served on the mayor and City attorney. Abandonment shall be subject to acceptance by the City, by a resolution of acceptance adopted by the City Council. Upon abandonment, non-renewal, revocation or expiration of this Master Permit, and if no extension is granted, the Company may, at the discretion of the Administrator, be required, in part or entirely, to remove all its fiber, wire, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the Master Permit. Alternatively, the Administrator may direct, limit or condition the Company's removal, sale or continued use or abandonment of grantee's facilities and equipment, either by agreement or through means of any other lawful municipal power or right. The City may continue to invoke any provision of this Master Permit against the Company or any successor entity enjoying de facto Master Permit privileges after revocation or expiration. The City may take all other actions deemed necessary and proper by the City to accommodate the transition to any successor as may be in the best interests of the City and its residents.

E. Every communications facility shall be subject to the right of periodic inspection by the City to determine compliance with the provisions of this Chapter 5.26 LFPMC, this Master Permit and any right-of-way permit, and other applicable law. The City shall have the right, upon request, to be notified and be present when the communications system is inspected by the Company to determine compliance with the provisions of Chapter 5.26 LFPMC, this Master Permit, any right-of-way permit, or applicable law where the City has enforcement authority. The Company shall respond to requests for information regarding its system and plans for the system as the City may from time to time issue, including requests for information regarding its plans for construction, operation and repair and the purposes for which the plan is being constructed, operated, or repaired to the extent such plant is or will be in the public right-of-way or has been or will be provided under this Master Permit or any right-of-way permit granted by or requested from the City.

F. The Company, if it places facilities underground, shall be a member of the regional notification center for subsurface installations and shall field mark the locations of its underground communications facilities upon request. The Company shall locate its facilities for the City at no charge. The Company shall reasonably cooperate with City

initiatives to coordinate underground fixture locations and installations. The Company shall be familiar with Chapter 19.122 RCW, Washington State's "Underground Utilities" statute. The Company shall certify that it understands local procedures, custom and practice relating to facilities locating, and shall ensure that its contractors or others working in the right-of-way on grantee's behalf are similarly well informed.

G. The Company shall recognize the City's right to preserve and control of the public right-of-way, particularly with respect to policies regarding the undergrounding of overhead lines for aesthetic reasons. Consistent with any general municipal undergrounding policy or program now or hereafter developed, the City reserves the right to require the Company's participation in municipally imposed undergrounding or related requirements as may now or hereafter arise, as a condition of the operator's new installation or major maintenance or restoration construction activities of overhead facilities under this franchise. The Company shall coordinate its underground installation and planning activities with the City's underground plan and policies; provided, in no event shall any third-party beneficiary rights be implied or created. Nothing in this section shall be permitted in conflict with RCW 35.99.060, and the provisions of this section shall be applied in conformity thereto.

H. The Company may request reimbursement from the City as provided in RCW 35.99.060(3)(a)-(c) and if so requested the City shall make reimbursement as provided therein.

I. Plans for and Publicizing Work.

1. Work shall be publicized as the City may direct from time to time to notify the public and operators of other communications systems, of the impending work, to minimize inconvenience and disruption to the public and to allow for cooperative construction and for joint use of trenches and facilities.

2. The Company shall provide the City a plan for any initial system construction, or for any substantial rebuild, upgrade or extension of its facility, which shall show its timetable for construction of each phase of the project, and the areas of the City that will be affected.

3. The Company shall supply and maintain updated, at no cost, any information requested by the Administrator to coordinate municipal functions with the operator's activities and fulfill any municipal obligations under state law. The Administrator may request information concerning an installation inventory, location of existing or planned facilities, maps, plans, and as-built drawings of the operator's installations in the City. The information may be requested either in hard copy and/or electronic format compatible with the City's data base system. The Company shall keep the Administrator informed of its long-range plans for coordination with the City's long-range plans.

4. The Company shall maintain accurate maps and improvements plans which show the location, size, and a general description of all facilities installed in the public rights-of-way and any power supply sources (including voltages and connections). Maps

shall be based upon post-construction inspection to verify location. The Company shall provide a 24-inch by 36-inch map to the City showing the location of its facilities, in such detail and scale as may be directed by the Engineer. New system maps shall be promptly submitted to the City when the facility expands or is relocated. Copies of maps shall be provided on disk, in a commercially available electronic format specified by the Engineer or in such alternate form as approved by the Engineer.

5. The Administrator may when the City receives application for a permit to use a particular route, or on the Administrator's own initiative, designate by published order a route or proposed route for installation of communications facilities and may:

a. Require all persons who wish to place underground facilities along that route or any part thereof to install them during a specified period; and

b. To the extent allowed by law, otherwise prohibit placement of such facilities along the route or any part thereof for 36 months or for such other, longer period as is necessary to protect the public.

**Section 6. Indemnification.** The Company shall release, indemnify, and defend the City, its officers, employees, agents, and representatives from any and all claims, costs, judgments, awards, or liability to any person for injury or death of any person or damage to property caused by or arising out of the negligent acts or omissions of the Company, its agents, servants, officers, or employees, performed under authority of this Master Permit; provided, that for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Company and the City, its officers, employees, and agents, the Company's obligation shall be only to the extent of the Company's negligence. This indemnification includes claims by the Company's own employees for which the Company might otherwise be immune under Title 51 RCW, and the Company waives its immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Inspection or acceptance by the City of any work performed by the Company at the time of completion of construction shall not relieve the Company of any of its obligations under this Section.

If a court or other tribunal agreed upon by the parties determines that the Company wrongfully refused the tender of defense in any suit or any claim made pursuant to this indemnification provision, the Company shall pay all of the City's costs for defense of the action, including all expert witness fees, costs, and attorney's fees, including costs and fees incurred in recovering under this indemnification provision.

**Section 7. Insurance.** The Company shall procure and maintain for the duration of the Master Permit, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted hereunder to the Company. The Company shall provide a blanket

additional insured endorsement, including the City as an additional insured as its interest may appear under this Agreement, upon execution of this Master Permit Ordinance, and such endorsement shall evidence a policy of insurance that includes:

A. Commercial General Liability Insurance to Cover Liability Bodily Injury and Property Damage. The above referenced endorsement shall be as broad as (or better than) ISO endorsement CG 20 26 12 19. Exposures to be covered are: premises, operations, products/completed operations, and contractual liability. Coverage must be written on an occurrence basis, with the following limits of liability:

1. Bodily Injury.

Each occurrence: \$5,000,000.  
Annual aggregate: \$10,000,000.

2. Property Damage.

Each occurrence: \$5,000,000.  
Annual aggregate: \$10,000,000.

3. Personal and Advertising Injury.

Annual aggregate: \$3,000,000.

4. Contractors Pollution Liability

Each occurrence: \$2,000,000.  
Annual aggregate: \$2,000,000.

Completed operations and products liability shall be maintained for two years after the termination of the master permit or license (in the case of the communications system owner or operator) or completion of the work for the communications system owner or operator (in the case of a contractor or subcontractor).

Property damage liability insurance shall include coverage for the following hazards:  
X- Explosion, C- Collapse, U- Underground.

B. Workers' compensation coverage as required by the Industrial Insurance laws of the State of Washington.

C. The Company shall maintain commercial automobile liability in the amount of \$5,000,000 combined single limit each accident for bodily injury and property damage covering all owned, non-owned, and hired vehicles use in connection with this Agreement

D. Upon receipt of notice from its insurer(s) the Company shall provide the City with thirty (30) days' prior written notice of cancellation of any required coverage. Both the Commercial General Liability Insurance and the Commercial Auto Liability Insurance

shall be endorsed to include the City as an additional insured as its interest may appear under this Agreement. Policies shall be issued by companies authorized to do business under the laws of the state of Washington. Financial ratings must be no less than "A-" in the latest edition of "Bests Key Rating Guide," published by A.M. Best Guide.

E. The City reserves the right, upon prior written notice to require any other insurance coverage it deems necessary depending upon the exposures. Further, in the event the Company is self-insured, the Company shall furnish proof of self-insurance and shall warrant to the City that its self-insurance meets the criteria defined in this Agreement. Further, the Company shall assume all liability for deficiencies in their self-insurance to the extent it fails to meet the terms outlined in this Agreement.

F. The Company shall require any contractors and subcontractors to obtain and maintain equivalent or greater coverage as required of the Company, and the Company shall have sole responsibility for determining the limits of coverage required to be obtained by contractors and subcontractors. The Company shall ensure that the City is an additional insured on each and every contractor and subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26.

**Section 8. Modification.** The terms and conditions of this Master Permit may be modified upon written agreement of the parties.

**Section 9. Forfeiture and Revocation.** If the Company willfully fails to comply with any provision of this Master Permit, or through willful misconduct or gross negligence fails to comply with any notice given, the Company by the City under the provisions of this Master Permit, or if any of the provisions of LFP MC 5.26.090(D) apply, then this Master Permit may be revoked pursuant to LFP MC 5.26.090.

**Section 10. Remedies to Enforce Compliance.** In addition to any other remedy, the City may obtain a superior court order compelling the Company to comply with the provisions of this Ordinance and seek to recover damages and costs incurred by the City by reason of the Company's failure to comply. The pursuit of any right or remedy by the City shall not prevent the City from acting under Section 9.

**Section 11. City Ordinances and Regulations.** This Master Permit shall not prevent the City from adopting and enforcing all necessary and appropriate ordinances regulating the performance of the conditions of this Master Permit, including any valid ordinance made in the exercise of its police powers. The City retains its authority to control by reasonable regulations the location, elevation, manner of construction, and maintenance of Company's telecommunications system in the public rights-of-way, and the Company shall conform with all such regulations, unless compliance would cause the Company to violate other requirements of law. In the event of a conflict between the provisions of this Master Permit and any other ordinance(s) enacted under the City's police power, such other ordinance(s) shall take precedence.

**Section 12. Cost of Publication.** The cost of the publication of this Ordinance shall

be borne by the Company.

**Section 13. Acceptance.** Unless extended by Ordinance, the Company shall have sixty (60) days after the passage and approval of this Ordinance to file with the City Clerk its unconditional written acceptance of this Master Permit; otherwise, the Company shall be deemed to have rejected this Master Permit.

**Section 14. Survival.** Sections 5, Conditions governing use of public rights-of-way, and 6, Indemnification, shall be in addition to any and all other obligations and liabilities the Company may have to the City at common law, by statute, or by contract, and shall survive the City's Master Permit to the Company for the use of the City rights-of-way. This Ordinance is binding upon the successors and assigns of the Company and all privileges, as well as all obligations and liabilities of the Company shall inure to its successors and assigns.

**Section 15. Assignment.**

A. This Master Permit shall not be sold, leased, assigned, or otherwise alienated without the express consent of the City, and no rule of estoppel shall be invoked against the City in case the City shall assert the invalidity of any attempted transfer in violation of this section. The City agrees not to withhold consent where the Company demonstrates that the requested assignment is in the nature of a change of name or a change in the nature of a reorganization or merger of or with an entity controlled by, controlling, or under the common control of the Company, there being no other change in the resulting entity's ability to meet its master permit obligations hereunder. Such consent may be granted by the City Administrator and this Master Permit may be administratively amended to reflect any such changes without the need for further City Council action or amendments to the adopting Ordinance.

B. The City reserves the right to invoke any or all provisions of this master permit upon the Company's successors or assigns, judgment creditors, or distributors of facilities or property used in enjoyment of privileges conferred herein, whether or not stated elsewhere, all without waiver of the right to withhold consent not expressly given of any such transfer and/or require a new master permit or license. This includes, but may not be limited to, requirements for filing or establishing with the City the insurance certificates, security fund and performance bond as required pursuant to this master permit and paying all direct costs to the City related to the transfer or assignment.

C. The Company shall not permit installations by others in the permitted areas, without written approval from the administrator. Such approval shall not be in lieu of a master permit or license or other requirements of the City. Whether or not permitted, the Company shall remain responsible for all third-party users permitted or allowed by the Company for compliance with this master permit. The intent of this provision is to require third parties, who might otherwise desire to use the Company's facilities, to also comply with applicable City requirements regarding master permits or right-of-way permits.

**Section 16. Notice.** Any notice, except a notice under Section 5.C.4, required or permitted by this Master Permit must be sent to the addresses specified below. This Master Permit may be administratively amended to update this contact information as needed without the need for City Council action or amendments to the adopting Ordinance.

CITY OF LAKE FOREST PARK  
City Administrator  
17425 Ballinger Way N.E.  
Lake Forest Park, WA 98155

FORGED FIBER 37, LLC c/o AT&T  
Attn.: Legal Dept – Network Operations  
Re: Lake Forest Park Master Permit (WA)  
208 S. Akard Street  
Dallas, TX 75202-4206  
E-mail: FF\_Right\_Of\_Way@att.com

**Section 17. Venue and Jurisdiction.** This Master Permit shall be construed in accordance with the laws of the State of Washington. Venue for any disputes arising out of this Master Permit shall be filed and adjudicated in either the United States District Court for the Western District of Washington or King County Superior Court.

**Section 18. Work of Contractors and Subcontractors.** The Company's contractors and subcontractors shall be licensed and bonded in accordance with state law and the City's ordinances, regulations, and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations, and conditions as if the work were performed by the Company. The Company shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by the Company and shall ensure that all such work is performed in compliance with this Master Permit and applicable law.

**Section 19. Term.** The term of this Master Permit shall be as set forth in the Ordinance approving this Master Permit.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

**City of Lake Forest Park**

**Forged Fiber 37, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

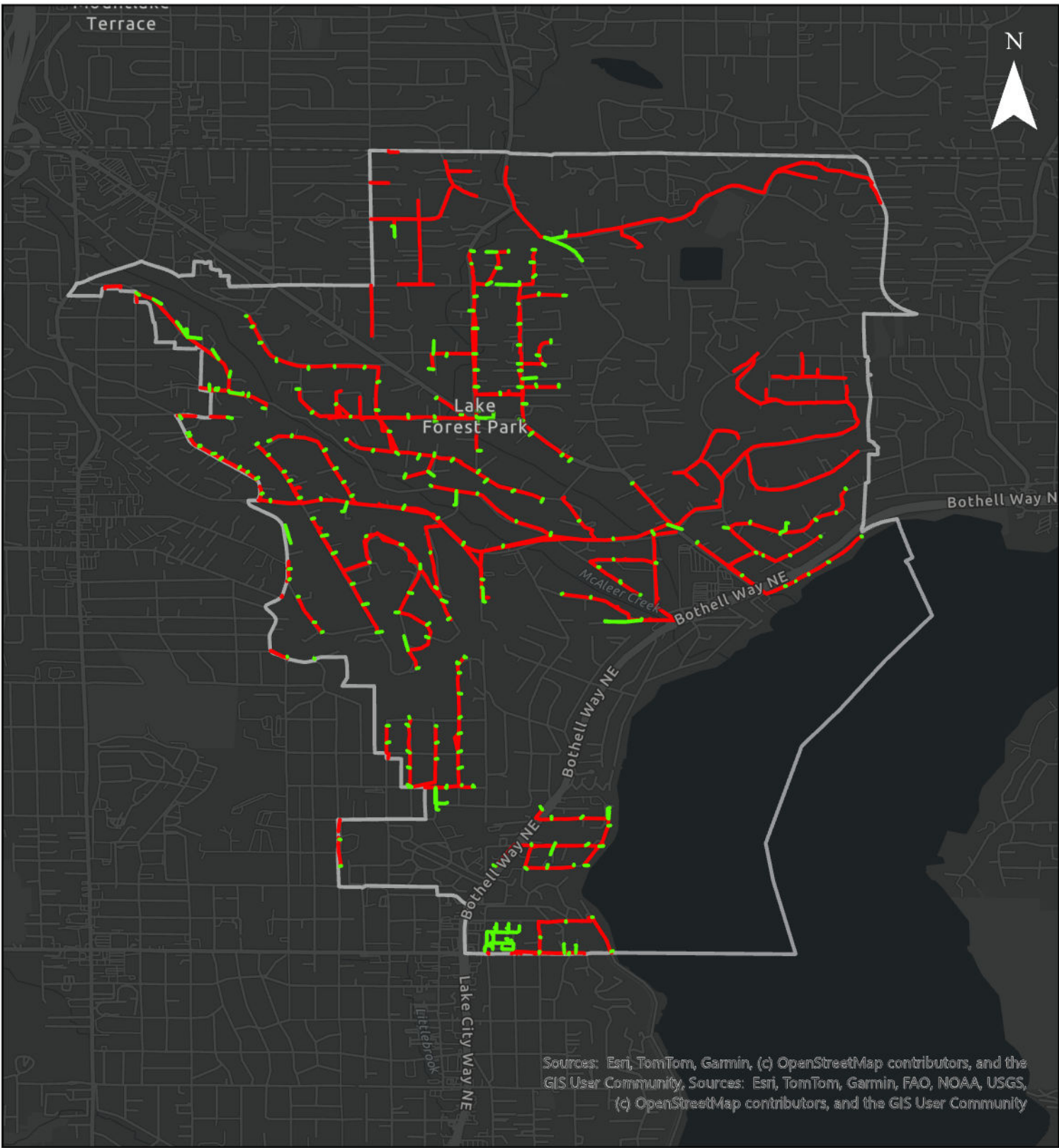
Date: \_\_\_\_\_

Approved as to Form:

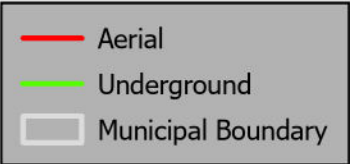
\_\_\_\_\_  
Kim Adams Pratt, City Attorney

# Fiber Cables in Lake Forest Park, WA

Section 10, Item A.



Sources: Esri, TomTom, Garmin, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community



**RESOLUTION NO. 25-2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, PROVIDING FOR A BALLOT PROPOSITION TO BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 10, 2026, IN CONJUNCTION WITH THE STATE GENERAL ELECTION, OF A PROPOSITION AUTHORIZING THE CITY TO LEVY REGULAR PROPERTY TAXES IN AN AMOUNT IN EXCESS OF THE LIMITATIONS PROVIDED IN CHAPTER 84.55 RCW FOR POLICE AND PUBLIC SAFETY SERVICES BEGINNING IN 2027; SETTING FORTH THE BALLOT TITLE; AND PROVIDING FOR OTHER RELATED MATTERS.**

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

**WHEREAS**, residents of Lake Forest Park prioritized police and public safety services as their top priority for City spending; and

**WHEREAS**, the City’s regular property tax levy rate is currently \$0.71367 per \$1,000 of assessed valuation; which is \$2.65746 per \$1000 of assessed value less than what is statutorily authorized; and

**WHEREAS**, chapter 84.55 RCW limits the amount of the City’s regular property tax levy to a 1% increase per year (“Levy Lid”), which was **\$34,500 in 2025**; and

**WHEREAS**, the cost of providing Public Safety Services has increased significantly over the past four years (See attachment A.) from the 2023–2024 biennium to the adopted 2025–2026 budget, driven by rising costs for police, equipment for their safety, 911 dispatch services; jail services; prosecution; public defense; and mental health and crisis intervention programs in addition to a 24% increase in inflation over those same four years; and

**WHEREAS**, the City cut over \$455,000 in proposed spending in the 2025–2026 budget and is operating without sufficient staff to perform necessary city functions; and

**WHEREAS**, the City has diligently pursued contracts beneficial to the City for jail and 911 dispatch services, but providers for these services have fixed costs out of the City’s control; and

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

**WHEREAS**, the City relied on approximately \$880,000 in one-time funding to balance the 2025–2026 biennial budget, which is not sustainable long-term without a revenue enhancement or a reduction in services; and

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

**WHEREAS**, RCW 84.55.050 provides for the levy of regular property taxes in an amount exceeding the Levy Lid (a “Levy Lid Lift”) if the increased levy is authorized by a ballot proposition approved by a majority of the voters at a general election held within the taxing district; and

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

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

**WHEREAS**, when the Levy Lid Lift expires in six years, the Levy will decrease to what it would have been if the Levy Lid Lift never existed and the City had only taken the annual 1% increase; and

**WHEREAS**, the Levy Lid Lift proposed would authorize an increase of approximately \$\_\_\_ million in the City’s regular property tax levy by an increase of approximately \$0.\_\_\_\_ per 1,000 of assessed valuation, to a maximum rate of \$0.\_\_\_\_/\$1,000, in 2027, as allowed by Chapter 84.55 RCW; and increase the annual levy in the amount of the rate of inflation (Seattle region CPI-U) for 2027-2031; and until said Levy Lid Lift expires.

**WHEREAS**, the approximately \$\_\_\_ million in additional levy funds will only be used to pay for Public Safety Services.

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

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

Section 2. Ballot Proposition Authorized. The City Council hereby finds that the best interests of the residents of Lake Forest Park requires the submission to the

qualified voters of the City, at the general election to be held on November 10, 2026, of a proposition authorizing a multi-year Levy Lid Lift to support Public Safety Services.

Section 3. Levy Rate and Duration. If approved by a majority of voters, the City shall be authorized to temporarily levy an additional regular property tax in the amount of \$\_\_\_\_\_ per \$1,000 of assessed valuation for levy in 2026 and collection in 2027.

This levy shall be:

- Collected annually for six (6) consecutive years, from 2027 through 2032;
- Increased each year in January by the annual percentage growth in the June-to-June Seattle-Tacoma-Bellevue Consumer Price Index for All Urban Consumers (CPI-U).

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

- Police staffing, training, and safety equipment
- 911 dispatch
- Emergency management services
- Jail services
- Prosecution and public defense costs
- Crisis intervention and mental health diversion programs

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

Section 6. Calling of Election. The Director of Elections of King County, Washington, as *ex officio* Supervisor of Elections (the “Director of Elections”), is requested to call and conduct a special election, in the manner provided by law, to be held in the City on November 10, 2026 (the “General Election”), for the purpose of submitting to the City’s voters, for their approval or rejection, the proposition authorizing the City to increase its regular property tax levy in 2026 for collection in 2027 by an amount greater than otherwise permitted under chapter 84.55 RCW and to use the dollar amount of such levy for the purpose of computing the limitations for the City’s subsequent five levies under chapter 84.55 RCW adjusted by the rate of inflation (Seattle region CPI-U).

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

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

The City Council of the City of Lake Forest Park adopted Resolution No. 26-XXXX to fund Public Safety Services.

This proposition would fund Public Safety Services per the Resolution including police services, safety equipment, 911 dispatch, emergency management services, jail services, and mental health crisis response by temporarily setting the maximum total regular levy rate at \$0.\_\_\_\_\_/ \$1000 for collection in 2027, with annual increases for five years based on inflation (Seattle region CPI-U). Qualifying low-income seniors, disabled veterans, and other disabled persons are exempt under RCW 84.36.381.

Should this proposition be approved?

- YES
- NO

Section 8. Authorization to Deliver Resolution to Director of Elections and Perform Other Necessary Duties. The chief administrative officer of the City (the “City Administrator”) or his designee is authorized and directed to: (a) present a certified copy of this resolution to the Director of Elections no later than August 4, 2026 and (b) perform such other duties as are necessary or required by law to submit to the City’s voters at the General Election, for their approval or rejection, the proposition authorizing the City to increase its regular property tax levy in 2026 for collection in 2027 by an amount greater than otherwise permitted under chapter 84.55 RCW and to use the dollar amount of such levy for the purpose of computing the limitations for the City’s subsequent levies under chapter 84.55 RCW for the succeeding five years.

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

Section 10. General Authorization and Ratification of Prior Acts. This resolution may be executed by the Mayor or Deputy Mayor of the City, and attested by the City Clerk in tangible medium, manual, facsimile or electronic form under any security procedure or platform, and notwithstanding any other City ordinance, resolution, rule, policy or procedure, or in any other manner evidencing its adoption. The Mayor, City Administrator, City Attorney, Finance Director of the City, and other appropriate officers of the City are individually authorized and directed to take such actions and to create, accept, execute, send, use and rely upon such documents, records and signatures (including in tangible medium, manual, facsimile or electronic form, under any security procedure or platform,

and notwithstanding any other City ordinance, resolution, rule, policy or procedure) as in their judgment may be necessary or desirable to effectuate the provisions of this resolution. All actions taken prior to the effective date of this resolution in furtherance of and not inconsistent with the provisions of this resolution are ratified and confirmed in all respects.

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

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

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this \_\_\_ day of \_\_\_\_\_, 2026.

APPROVED:

\_\_\_\_\_  
Tom French  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Mathew McLean  
City Clerk

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

# City Administrator Report

## City of Lake Forest Park

Date: May 28, 2026

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

CC: Honorable Mayor Tom French  
Leadership Team

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

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

**I. Intergovernmental and local issues update.**

**Police Department**

**Pack the Park 5K was a blast!** It was great to see so many community members come together for a fun and energetic event. The turnout, enthusiasm, and community spirit made for a fantastic day and highlighted the strong sense of connection we have in our city. Events like this provide a great opportunity for residents to engage with one another, enjoy our parks and public spaces, and promote health and wellness in the community. Thank you to everyone who participated, volunteered, and helped make the event a success.





Chief Harden reached his 25-year work anniversary milestone and was recognized with a carved hockey puck commemorating his years of dedicated service and commitment to the profession. The recognition served as a meaningful tribute to a career marked by leadership, community service, and lasting impact for the City of Lake Forest Park.

At the May Chief's Meeting, Chief Harden was recognized alongside Chief Schwan of Issaquah and Captain Mead of the Washington State Patrol for their upcoming retirements. It was a meaningful moment to acknowledge their years of dedicated service, leadership, and commitment to public safety throughout our region.



### Radar Reader Trailers

Our speed display and reader trailers have received updated city markings featuring both the Police Department and City logos. The enhancements were supported through traffic safety camera funds and help further reinforce the City's traffic safety efforts and community presence.



CHIEF HARDEN IS

# Retiring



After **25** Years

OF HARD WORK & DEDICATION

**YOU ARE INVITED TO CHIEF HARDEN'S RETIREMENT PARTY**

**FRIDAY JUNE 5 2026 6:00 TO 9:00**

At Pfingst Animal Acres Park  
17435 Brookside Blvd, Lake Forest Park

Live Entertainment from Justin Harden

Beer Garden Sponsored by the LFP Rotary 

Food & Drinks Available for Purchase



**LAKE FOREST PARK**  
WASHINGTON



## Lake Forest Park



## Traffic Safety

Traffic Stops	205
Traffic General	194
Traffic Collision	1
DUI	0
Impound	15
Hit & Run	1
Abandoned Vehicle	0

**NOTABLE VIOLATIONS:**

**Speed:**

- 17100 blk of Ballinger Way NE – 55 and 60 in a 40mph zone
- Driver was observed to be “aggressively driving and speeding.”
- In the area of 195<sup>th</sup> and 40<sup>th</sup> PL - 36, 41, and 42 in a 25mph zone
- 55<sup>th</sup> Ave NE - 38 in a 25mph zone

**Bus Lane:** over 25 violations, definitely an uptick

- Driver stated they were late to work.
- Driver admitted, “Driving in the bus lane is stupid.”

**Cell phone:** Trend these past couple weeks is responding to a work text.

**Abrupt lane change without a turn signal:** Multiple contacts made from observations of this.

**Next level texting and driving:**

- The Officer reports, “cite cell phone in both hands, manipulating the screen of the device with both right and left thumbs. no hands on steering wheel while vehicle was in motion. not emergency "responding to work text"

**Excuse me, you can’t park there:**

- A vehicle was left parked blocking a residential driveway. The Officer called the listed number for the registered owner but was unable to make contact. The vehicle was towed.
- Another vehicle was found parked completely on the sidewalk. The owner was contacted and moved their vehicle.
- Vehicle’s registration was found expired and they were parking within 30ft of a stop sign

**Helping a citizen:**

- A vehicle was found disabled at the 15300blk of Bothell Way. The Sergeant on that day assisted the citizen by carefully pushing it onto the side of the roadway.

**Where can I drive? Not there.**

- MOPED in the bus lane, driver stated he feels safer in the bus lane because the MOPED only goes about 30mph.

**Collision:**

- A collision was reported at the 5700blk of Bothell Way, but when the officer got there, both subjects were gone.

**If we can't read your plate...**

- Driver was warned and educated about tinted plate covers.

**Public Works**

**Keeping SR 522 to a dull roar!** Public Works crews responded to reports of a loose drainage grate located in the bus lane wheel path on SR 522 making a loud racket when the bus rolled over it. The roadway surface is in the hands of WSDOT, but the city is responsible for the storm system. After setting up a safe lane closure, crews repaired and resurfaced the area to keep a lid on that stormwater grate.

**Mowing, mowing, and more mowing!** Public Works crews have been hard at work maintaining rights-of-way, parks, city-owned properties, and trails to keep our community looking its best. It's more than just riding a lawnmower — crews are also brush cutting, trimming back overgrowth, and clearing larger branches that can block signs or reduce driver visibility.

**Illegal dumping isn't a free cleanup service.** Public Works crews continue responding to illegally dumped trash and debris around the city. Please help keep our community clean by disposing of waste properly — every cleanup takes time and resources away from other important city projects.



**Street sweeping does more than make roads look nice.** Regular sweeping helps remove dirt, debris, and pollutants before they wash into storm drains, ditches, and streams — protecting fish, wildlife, and local waterways one sweep at a time.

**Public Works Week came with pancakes!** To celebrate the hard work of city crews, the Public Works Director, with help from the Finance Director, served up a pancake breakfast complete with bacon and eggs. Hard work deserves a good breakfast now and then!

**Planning today for the roads of tomorrow.** Engineering staff have been hard at work developing the 2027–2032 Transportation Improvement Plan by reviewing community comments, accident data, pavement conditions, ADA accessibility needs, and multimodal transportation priorities throughout the city.



**Sometimes the most important work is making sure the right team gets the call.** After receiving reports of malfunctioning crosswalk push buttons on SR 522, Public Works staff coordinated with WSDOT, who is responsible for managing the pedestrian crossings and SR 522, to make sure the issue was addressed and repaired quickly, helping restore safe pedestrian crossings along the corridor.

**A fresh start for city facilities.** The city's new janitorial contract is now in place, and Maria and Ronny have officially taken over cleaning duties at city facilities. A huge thank you goes to Public Works crews for stepping in and keeping facilities clean while the contract process was underway. We're excited to have our new janitorial team onboard and our PW staff back out in the field.

**Animal Acres Park got a refresh!** Public Works crews repaired and replaced damaged irrigation infrastructure to help keep park landscaping healthy and green through the summer months.

**Parks are back to sipping water again.** Crews repaired and restarted several park drinking fountains that had suffered damage during the winter season, helping visitors stay cool and hydrated.

**Teamwork makes the parks work.** In partnership with the Stewardship Foundation, Public Works crews helped remove and dispose of brush debris collected during volunteer work parties at Grace Cole and Blue Heron Parks. Community partnerships like these help keep our parks beautiful for everyone. Crews also worked with partners to place new wood chips in the landscaped areas at Animal Acres Park to help suppress weeds, retain moisture, and keep the park looking its best through the growing season.





**The pothole battle continues!** Crews completed pothole repairs in several locations around the city as part of the ongoing effort to keep streets safe and drivable. Fighting potholes may be a never-ending job, but Public Works will continue to show up for the battle.

**Whose road is it anyway?** Public Works staff recently helped a resident navigate a tricky jurisdiction puzzle involving a driveway resurfacing request. The home was located in Lake Forest Park, the access point was in King County, right near the edge of Snohomish County and adjacent to Brier. Sorting out questions like “who’s in charge here?” is all part of the job, and staff work hard to help residents find the right answers — even when the map gets complicated!

**Help Public Works name the new street sweeper!** Public Works will be joining this year’s Safety Day with project information, big rigs for kids to check out, and a chance for the community to help name our trusty street sweeper. Submit your name ideas, using the QR code below by July 10, 2026, and vote for the winning finalist during Safety Day on Saturday, July 11. Stop by the Public Works booth and ask us about the SR 104 Roundabout and other city projects!



## II. Internal City Information

## III. Council Information

**IV. Response to Citizen and Council Comments****V. Contract Reporting**

AG-26-014: Inline Security Fence; Small Works roster repair of fences at Animal Acres Park (\$47,560)

AG-26-019: Secure Court Solutions; court ordered secure monitoring services (previously Moon Security)

**VI. Legislative Update****VII. Community Events****The Secret Gardens of Lake Forest Park Garden Tour & Market**

Saturday, June 20, 2026

The Secret Gardens of Lake Forest Park Garden Tour and Market will be held on Saturday, June 20, 2026, from 9:00 AM to 3:00 PM at the Town Center at Lake Forest Park. Enjoyment for all ages!

**1st Annual - Listen Here! Teen Band Showcase with ShoreLake Arts!**

Saturday, June 27, 2026

Get ready for a summer night full of music, energy, and local talent! ShoreLake Arts proudly presents the 1st Annual Listen Here! Concert, a dynamic showcase of emerging and developing teen bands from across Washington State.

**VIII. Upcoming City Sponsored Events****IX. Meetings Calendar**

Parks and Recreation Advisory Board Meeting (hybrid meeting)

June 2, 2026, 4:00 PM - 6:00 PM

City Hall and via Zoom

Tree Board Meeting (hybrid meeting)

June 3, 2026, 7:00 PM - 9:00 PM

City Hall and via Zoom

Planning Commission Meeting (hybrid meeting)

June 9, 2026, 7:00 PM - 9:00 PM

City Hall and via Zoom

City Council Work Session (hybrid meeting)  
June 11, 2026, 6:00 PM - 7:00 PM  
City Hall and via Zoom

City Council Regular Meeting (hybrid meeting)  
June 11, 2026, 7:00 PM - 9:00 PM  
City Hall and via Zoom

North King County Coalition on Homelessness  
June 18, 2026, 1:00 PM - 2:30 PM

City Council Budget & Finance Committee Meeting (hybrid meeting)  
June 18, 2026, 6:00 PM - 7:30 PM  
City Hall and via Zoom

City Council Committee of the Whole Meeting (hybrid meeting)  
June 22, 2026, 6:00 PM - 8:00 PM  
City Hall and via Zoom

City Council Regular Meeting (hybrid meeting)  
June 25, 2026, 7:00 PM - 9:00 PM  
City Hall and via Zoom