



# CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

**Thursday, March 09, 2023 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 PARTICIPATING IN THIS MEETING VIRTUALLY:**

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

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

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

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

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

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

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

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

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

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

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

A. Honoring Carolyn Armanini

B. Women's History Month

5. **PRESENTATIONS**

A. Lynnwood Link Phase 2 Update by King County METRO

6. **PUBLIC HEARINGS**

A. Public Hearing on Ordinance 23-1264 - Renewing interim development regulations as authorized by the Growth Management Act relating to indoor emergency shelters and housing, transitional housing, and permanent supportive housing.

- Staff presentation

- Questions from Council

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

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

B. Ordinance 23-1264 renewing interim development regulations relating to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing

7. **CITIZEN COMMENTS**

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

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.** February 2, 2023 Joint Special Meeting Minutes for City Council Meeting with Shoreline School Board
- B.** February 23, 2023 City Council Special Meeting Minutes
- C.** February 23, 2023 City Council Regular Meeting Minutes
- D.** City Expenditures for the Period Ending March 9, 2023

**9. FINAL CONFIRMATION**

**A. Planning Commission**

--Jill Cherie Finazzo, full-term appointment to Position 4, expiring 2/28/2026

**Parks and Recreation Advisory Board**

--Rechilda Allan, partial-term appointment to Position 7, expiring 2/28/2024

**10. ORDINANCES AND RESOLUTIONS FOR INTRODUCTION / REFERRAL**

- A.** Resolution 23-1885/Authorizing the Mayor to Sign Water Quality Combined Financial Assistance Agreement with the WA Department of Ecology for the Lake Forest Park Stormwater Management Plan.
- B.** Resolution 23-1886/Authorizing the Mayor to Sign Supplement No. 1 to WSDOT Local Programs State Funding Agreement and Project Prospectus form for the SR104/Lyon Creek Culvert Project

**11. COUNCIL DISCUSSION AND ACTION**

**12. OTHER BUSINESS**

**13. COUNCIL COMMITTEE REPORTS**

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

**14. ADJOURN**

**FUTURE SCHEDULE**

- Thursday, March 16, 2023 City Council Budget and Finance Committee Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*
- Monday, March 20, 2023 City Council Committee of the Whole Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*
- Thursday, March 23, 2023 City Council Regular Meeting 7 pm – *hybrid meeting (Zoom and City Hall)*

--Thursday, April 13, 2023 City Council Work Session Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*

--Thursday, April 13, 2023 City Council Regular Meeting 7 pm – *hybrid meeting (Zoom and City Hall)*

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

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





## PROCLAMATION

**WHEREAS**, Carolyn Armanini was elected to the City Council of the City of Lake Forest Park in November 1993 and served three terms ending in December 2005; and

**WHEREAS**, Carolyn Armanini had a long-term involvement with the issues affecting the city—from serving as a member and chair of the Environmental Quality Commission and as a Councilmember; and

**WHEREAS**, Carolyn Armanini provided leadership as a Councilmember during a period of change for the City of Lake Forest Park, which brought about the successful completion of notable projects, including the public works facility, Lyon Creek Waterfront Preserve, Grace Cole Memorial Nature Park, Pfingst Animal Acres Park, and City Hall; and

**WHEREAS**, Carolyn Armanini served the citizens of Lake Forest Park by her membership on the King County Solid Waste Advisory Committee and the Metropolitan Solid Waste Management Advisory Committee; and

**WHEREAS**, Carolyn Armanini also served 19 years as a Northshore Fire Commissioner from 1995 to 2018; and

**WHEREAS**, Carolyn Armanini provided the citizens of Lake Forest Park with many years of service to the community; and

**WHEREAS**, the passing of Carolyn Armanini, a great community leader, has caused a deep void of sadness among those who knew her.

**NOW, THEREFORE**, the Mayor and City Council of the City of Lake Forest Park do hereby mourn with the family of Carolyn Armanini, and we urge all citizens to join us in this special observance in the City of Lake Forest Park.

**Carolyn Armanini**  
**December 3, 1949 – February 18, 2023**

Signed this 9<sup>th</sup> day of March 2023.

\_\_\_\_\_  
Jeff R. Johnson, Mayor



## PROCLAMATION

**WHEREAS**, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

**WHEREAS**, American women have played and continue to play critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

**WHEREAS**, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

**WHEREAS**, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

**WHEREAS**, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

**WHEREAS**, American women have served our country courageously in the military; and

**WHEREAS**, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

**WHEREAS**, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history.

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

### WOMEN'S HISTORY MONTH

in the City of Lake Forest Park, and I urge all citizens to join me in this special observance.

Signed this 9<sup>th</sup> day of March 2023.

\_\_\_\_\_  
Jeff R. Johnson, Mayor



# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

**Meeting Date**                      March 9, 2023

**Originating Department**      Planning and Building Department

**Contact Person**                 Steve Bennett, Planning Director

**Title**                                    Ordinance 23-1264 renewing interim development regulations relating to  
Emergency Shelters and Housing, Transitional Housing, and Permanent  
Supportive Housing

### Legislative History

- First Presentation: Regular City Council meeting September 9, 2021
- Second Presentation: Regular City Council meeting September 23, 2021
- Third Presentation: Special City Council meeting November 18, 2021
- Fourth Presentation: Regular City Council meeting March 10, 2022
- Fifth Presentation: Regular City Council meeting September 8, 2022
- Sixth Presentation: Regular City Council meeting March 9, 2023

### Attachments:

1. Ordinance No. 23-1264 renewing interim regulations adopted in Ordinance 1227
2. Ordinance No. 1227 adopting interim development regulations relating to indoor Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing
3. Washington Department of Commerce March 2, 2023, bulletin

### Executive Summary

Council is considering Ordinance No. 23-1264 (Attachment 1), that would renew for a third time the interim development regulations in Ordinance No. 1227, which was adopted by Council on September 23, 2021 (Attachment 2). Council has previously held three public hearings on this matter and would hold a fourth public hearing prior to deliberating on Ordinance No. 23-1264. Under the Growth Management Act (GMA), interim regulations may be in effect for six months and may be renewed for one or more six-month periods. The Administration recommends this renewal of the interim regulations while the City is waiting for the Washington State Department of Commerce (Commerce) to provide the City with the necessary guidance and data that could affect unit numbers, locations, and reasonable intensity, spacing, and occupancy requirements.

### Background

In 2021, the state legislature adopted RCW 35A.21.430 that states that a city shall not prohibit “indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed, except in such cities that have adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit.” For transitional and permanent support housing, the statute provides that a city may not prohibit them in zones where residential dwelling units or hotels are allowed. The statute does allow reasonable occupancy, spacing, and intensity of use restrictions on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters to “protect public health and safety.” These restrictions, however, must allow a “sufficient number” of these housing types to accommodate a city’s projected need for such housing and shelter. The projected need/numbers are to be provided by Commerce.

Prior to the adoption of Ordinance No. 1227, the LFPMC had two zoning districts that allowed hotels: Commercial Corridor (CC) and Town Center (TC). The CC zoning designation occurs on the three narrow parcels across Bothell Way NE from Town Center that comprise roughly one-third of an acre, and on one parcel occupied by North Park Heating and Sheet Metal on Ballinger Way that is about two-thirds of an acre. The Town Center zone includes an area of about 18 acres.

The interim regulations permit emergency housing and shelters in the CC zone, but not in the TC zone since the interim regulations removed hotels as a permitted use in the 18-acre TC zone. The interim regulations also add transitional and permanent supportive housing as permitted uses in the twelve zones that allow residential dwelling units as well as the CC zone.

On March 2, 2023, the City received notice that Commerce had finalized guidance for counties and municipalities to use in identifying how much housing is needed in each income bracket (Attachment 3). Counties, cities, and towns must work together to decide how to plan for and accommodate housing to meet the needs of each income bracket and ensure enough emergency housing can be sited as well. Additional time is needed to complete this process and finalize capacity targets for Lake Forest Park.

**Fiscal & Policy Implications**

**Alternatives**

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> <li>Approve the Ordinance</li> </ul>	Interim regulations will remain in effect for six months, or until sooner repealed by the City Council
<ul style="list-style-type: none"> <li>Do not approve the Ordinance</li> </ul>	The current interim regulations will expire on March 22, 2023, and the City will not be in compliance with the statutory requirements until new interim or permanent regulations are adopted

**Staff Recommendation**

Adopt Ordinance 23-1264 renewing interim development regulations relating to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing.

**ORDINANCE NO. 23-1264**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, RENEWING INTERIM DEVELOPMENT REGULATIONS AS AUTHORIZED BY THE GROWTH MANAGEMENT ACT RELATING TO INDOOR EMERGENCY SHELTERS AND HOUSING, TRANSITIONAL HOUSING, AND PERMANENT SUPPORTIVE HOUSING; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, the adoption of land use and zoning regulations is a valid exercise of the City’s police power and is specifically authorized by RCW 35A.63.100; and

**WHEREAS**, within the express terms of the Growth Management Act, the Washington State Legislature has conferred upon the governing bodies of Washington cities the right to establish and adopt interim development regulations and renewals of interim regulation for one or more six-month periods; and

**WHEREAS**, on September 9, 2021, the City Council of Lake Forest Park adopted interim development regulations for indoor emergency shelters, emergency housing, transitional housing, and permanent supportive housing (together “Emergency Housing”) in Ordinance No. 1227; and

**WHEREAS**, the interim development regulations were renewed in Ordinance No. 1236, after a public hearing held on March 10, 2022; and in Ordinance No. 1248 after a public hearing held on September 23, 2022; and

**WHEREAS**, a public hearing was held on March 9, 2023, regarding renewal of the interim development regulations provided in Ordinance No. 1227; and

**WHEREAS**, the interim regulations were adopted in response legislation adopted in 2021, that included an addition to RCW 35A.21.430, that among other things, requires cities to allow Emergency Housing in certain zones; prohibits cities from excluding transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed; and prohibits cities from excluding indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed (except if allowed in the majority of zones within a one-mile proximity to transit); and

**WHEREAS**, as authorized by RCW 35A.21.430, the interim regulations in Ordinance No. 1227 included reasonable occupancy, spacing, and intensity of use requirements on Emergency Housing to protect public health and safety while also

using best efforts to not restrict the number of units below the number to be assigned to the City by the Washington State Department of Commerce (“Department of Commerce”); and

**WHEREAS**, when the interim regulations were initially adopted, the City had not been provided with the data, as described in the 2021 amendment to RCW 36.70A.070(2)(a), from Department of Commerce to identify the number of housing units necessary to manage the City’s projected growth, including Emergency Housing units; and

**WHEREAS**, due to the lack of data and recommended methodology from the Department of Commerce, in Ordinance No. 1227, the Council based reasonable intensity, spacing, and occupancy requirements on data that was currently available to the City; and

**WHEREAS**, on March 2, 2023, the City received notice that Commerce had finalized guidance for counties and municipalities to use in identifying how much emergency housing is needed; and

**WHEREAS**, King County and municipalities will now have to work together to plan how emergency housing will be distributed locally in order for the City to have the information necessary to adopt permanent regulations regarding Emergency Housing unit targets, locations, and reasonable intensity, spacing, and occupancy requirements.

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

Section 1. FINDINGS. The recitals and findings set forth above and those adopted in Ordinances No. 1227, Ordinance No.1236, and Ordinance No. 1248 are hereby adopted as the City Council’s findings in support of renewing the interim development regulations initially adopted in Ordinance No.1227.

Section 2. RENEWAL OF INTERIM DEVELOPMENT REGULATIONS. Having held a public hearing on March 9, 2023, regarding the renewal of the interim regulations adopted initially in Ordinance No. 1227, and pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, the interim development regulations adopted in Ordinance No. 1227 are hereby renewed.

Section 3. EFFECTIVE DURATION OF RENEWED INTERIM DEVELOPMENT REGULATIONS. The interim development regulations adopted in Ordinance No. 1227 are renewed and in effect for a period of six (6) months from the date this ordinance is effective and shall automatically expire on September 19, 2023, unless the same is extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the City Council.

Section 4. REFERRAL TO STAFF. The Planning Director and/or his designee (the "Director") is hereby authorized and directed to develop appropriate permanent development regulations pursuant to Washington law, for review and recommendation for inclusion in the LFPMC regarding emergency housing and shelter, transitional housing, and permanent supportive housing as required by RCW 35A.21.430.

Section 5. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 6. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 7. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

**APPROVED BY A MAJORITY** of the Lake Forest Park City Council this 9th day of March, 2023.

APPROVED:

\_\_\_\_\_  
Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Matthew McLean  
City Clerk

APPROVED AS TO FORM:

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

Introduced: \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Posted: \_\_\_\_\_

Published: \_\_\_\_\_  
Effective: \_\_\_\_\_



**ORDINANCE NO. 1227**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ADOPTING INTERIM DEVELOPMENT REGULATIONS AS AUTHORIZED BY THE GROWTH MANAGEMENT ACT RELATING TO INDOOR EMERGENCY SHELTERS AND HOUSING, TRANSITIONAL HOUSING, AND PERMANENT SUPPORTIVE HOUSING; DECLARING AN EMERGENCY; PROVIDING FOR SERVERABILITY AND PROVIDING AN EFFECTIVE DATE**

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**WHEREAS**, the adoption of land use and zoning regulations is a valid exercise of the City's police power and is specifically authorized by RCW 35A.63.100; and

**WHEREAS**, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt interim development regulations; and

**WHEREAS**, the Washington State Legislature recently passed E2SHB 1220, which, among other things, requires cities to allow indoor emergency shelters and housing, transitional housing, and permanent supportive housing in certain zones; and

**WHEREAS**, E2SHB 1220 provides, in part, that a city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed, and that a city shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed, except if the city has adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit; and

**WHEREAS**, cities are allowed to adopt reasonable occupancy, spacing, and intensity of use requirements on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters to protect public health and safety so long as those reasonable restrictions do not prohibit the number of units assigned to the city by the Washington State Department of Commerce ("Commerce"); and

**WHEREAS**, the City has not been provided with the data as described in section 2 of HB 1220(2)(a) by the Washington State Department of Commerce ("Department of Commerce") to develop a Housing Element of the Comprehensive Plan that ensures the vitality and character of established residential neighborhoods that:

Includes an inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to manage projected growth, as provided by the department of commerce, including: (i) Units for moderate, low, very low, and extremely low-income households; and (ii) Emergency housing, emergency shelters, and permanent supportive housing; and

**WHEREAS**, the City communicated with the Department of Commerce on September 16, 2021 and requested the data as described in HB 1220; and

**WHEREAS**, the Department of Commerce indicated on September 16, 2021 that it does not have the data referenced in HB 1220, but is in the process of developing a Request for Proposals for a consultant to develop the data over the next year. The Department of Commerce will need to develop methodology first and expects to have draft data prepared in the summer of 2022; and

**WHEREAS**, due to the lack of data from the Department of Commerce, the Council finds that reasonable intensity, spacing, and occupancy requirements are necessary to protect the public health and must be based on data currently available to the City; and

**WHEREAS**, it is reasonable and necessary to utilize existing data until such time as the Department of Commerce provides the information regarding the City's projected housing needs identifying the number of housing units necessary to manage projected growth; and

**WHEREAS**, the 2020 Seattle/King County Point-In-Time Count of Persons Experiencing Homelessness identified 56 unsheltered individuals in North King County, within the cities of Bothell (part), Kenmore, Shoreline, Lake Forest Park, Woodinville, and Unincorporated Areas; and

**WHEREAS**, the 2019 Seattle/King County Point-In-Time Count of Persons Experiencing Homelessness identified 85 unsheltered individuals in North King County; and

**WHEREAS**, the population of the cities included in the North King County classification is approximately 110,000 people; and

**WHEREAS**, the Lake Forest Park makes up 12 percent of the population of the cities listed in the North King County classification; and

**WHEREAS**, based on an average number (2019 and 2020) of unsheltered individuals in North King County at 71 individuals, and the proportional share of population, 12 percent, the proportional share of unsheltered individuals the City would need to accommodate for is 9 individuals. Taking into account possible inaccuracy in the Point-In-Time method, accommodating fifteen (15) individuals would provide a sufficient number of permanent supportive housing, transitional housing, indoor

emergency housing or indoor emergency shelters necessary to accommodate the City's projected need for such housing and shelter; and

**WHEREAS**, these interim regulations will be reviewed by staff and the Council, and may be revised to generate more allowances based on the number of housing units necessary to manage projected growth; and

**WHEREAS**, the reasonable occupancy, spacing, and intensity requirement set in these interim regulations are necessary to preserve the public health and safety because they provide for basic health requirements, do not prevent the siting of a sufficient number of permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters, and are sufficient to accommodate the City's needs for such housing and shelter according to the existing data; and

**WHEREAS**, E2SHB 1220 includes a September 30, 2021, deadline for cities to comply, and the City Council has determined that to comply with the deadline and thoroughly analyze permanent regulations, interim development regulations adopted under the provisions of RCW 36.70A.390 are necessary to allow adequate time for the City to adopt permanent development regulations in compliance with E2SHB 1220;

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

Section 1. PRELIMINARY FINDINGS. The recitals and findings set forth above are hereby adopted as the City Council's preliminary findings in support of the interim development regulations imposed by this ordinance.

Section 2. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending Chapter 18.08 LFPMC as follows:

18.08.307 Emergency housing.

"Emergency housing" means temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.

18.08.308 Emergency shelter.

"Emergency shelter" means a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement.



Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations.

...

**18.08.528 Permanent supportive housing.**

"Permanent supportive housing" means subsidized, leased housing with no limit on length of stay, paired with on-site or off-site voluntary services designed to support a person living with a disability to be a successful tenant in a housing arrangement, improve the resident's health status, and connect residents of the housing with community-based health care, treatment, and employment services.

...

...

**18.08.652 Transitional housing.**

"Transitional housing" means a project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living.

Section 3. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending permitted use in the Town Center zone as follows:

**18.42.020 Permitted uses.**

A. The following uses are permitted in the Town Center zone, subject to the general provisions as set forth in this title, except where modified by this chapter:

- 1. Accessory uses – on-site.
- 2. Artisanal/craft production and retail subject to 18.42.040(E).
- 3. Assisted housing facilities.

~~4. Boutique hotel and temporary lodging.~~

~~45.~~ Business offices and uses rendering professional, personal, medical-dental clinics, leasing offices, and instructional services subject to 18.42.040(F).

~~56.~~ Cultural, entertainment, and recreational facilities.

~~67.~~ Day care facilities – Type I and Type II subject to 18.42.040(G).

- | **78.** Electric vehicle charging stations.
- | **89.** Freestanding parking structures subject to 18.42.095, such as regional transit authority facilities.
- | **910.** Government buildings and uses.
- | **101.** Instructional institution.
- | **112.** Micro-mobility programs including bicycle sharing and scooter sharing and related infrastructure.
- | **123.** Multiple-family dwelling units.
- | **134.** Public markets.
- | **145.** Public utilities.
- | **156.** Retail sales and services subject to 18.42.040(H).

B. Uses not listed. Uses not listed above may be authorized through a development agreement.

Section 4. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending permitted uses and adding limitations on uses in the Corridor Commercial (CC) zone as follows:

**18.38.020 Permitted uses.**

The following uses are permitted in the CC zone, subject to the off-street parking and landscaping requirements and other general provisions as set forth in this title, except where modified by this chapter:

- A. Retail sales of food and commodities, auto oriented services and sales, repair or sale of boats, motor vehicles, sale of food and alcohol for on-premises consumption, sale of gasoline or other fuels;
- B. Business offices and uses rendering professional, personal, and instructional services, such as real estate or insurance brokerages, consultants, medical or dental clinics, technical training, health clubs, and repair of jewelry, eyeglasses, clothing, household appliances and tools, or other such similar uses, vehicle or tool rentals, pet sales and veterinary clinics;



C. Government buildings and uses, including but not limited to City Hall, police stations, libraries, administrative offices, and other public service uses that are compatible with the intent of the CC zone;

D. Hotels and motels;

E. Public utilities;

F. Adult use establishments; provided, however, that the operation of an adult use establishment shall be prohibited within 660 feet of any residential zone; and provided further, that adult use establishments shall not be operated concurrently within 660 feet of, nor within the same structure as, the operation of any other adult use establishment; and provided further, that no adult use establishment shall be located within 660 feet of schools, licensed day care centers, public parks, community centers or public libraries or churches which conduct religious or educational classes for minors.

G. Emergency housing and emergency shelters subject to section 18.38.025 limitations on use, and transitional housing and permanent supportive housing subject to limitations on use in this ordinance.

18.38.025 Limitations on use. Emergency housing and emergency shelter uses in this zone shall be subject to the following further conditions and limitations:

- A. Emergency housing and emergency shelter facilities are Type III decisions pursuant to LFPMC Ch. 16.26.180 (Code administrator's decision requiring notice).
- B. On-site supervision must be provided at all times, unless it can be demonstrated through the operations plan that this level of supervision is not warranted for the population being housed.
- C. The emergency housing or emergency shelter facilities must be located within a half mile walking distance of a bus or rail transit stop so that transit dependent residents are able to reach services and employment.
- D. To avoid a concentration of emergency housing or emergency shelter facilities, at the time of application, there shall be no other approved emergency housing or shelter facility located within 1000 feet of the proposed emergency housing or shelter facility site. For the purposes of this subsection, distance shall be measured in a straight line between the closest property line of the existing facility and the closest property line of the proposed facility. For purposes of this section, if the City receives applications for proposed facilities that are within 1000 feet of each other, the first complete application received by the City shall be given priority.

E. If provided, exterior lighting must be directed downward and glare must be contained within the facility site.

F. The maximum number of residents in a facility is limited to the general capacity of the building and the level of staffing to be provided, but in no case more than 15.

G. The organization managing and operating the emergency housing or emergency shelter facilities must submit a parking plan acceptable to the City showing that it has adequate parking to meet the expected demand from residents, staff, service providers and visitors.

Section 5. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending the sections of the LFPMC list below in the City's Residential Single-Family (RS) zones, Residential Multifamily (RM) zones, and Southern Gateway zones to allow as permitted uses transitional housing and permanent supportive housing subject to the limitations in Section 6 of this ordinance.

- a. 18.16.010 Permitted uses in RS-20 zone
- b. 18.18.010 Permitted uses in RS-15 zone
- c. 18.20.010 Permitted uses in RS-10 zone
- d. 18.21.010 Permitted uses in RS-9.6 zone
- e. 18.22.010 Permitted uses in RS-7.2 zone
- f. 18.24.020 Permitted uses in RM-3600 zone
- g. 18.26.020 Permitted uses in RM-2400 zone
- h. 18.28.020 Permitted uses in RM-1800 zone
- i. 18.30.020 Permitted uses in RM-900 zone
- j. 18.45.010 Permitted uses in Southern Gateway – Single-Family Residential zone
- k. 18.46.030 Permitted uses in Southern Gateway – Corridor zone
- l. 18.47.030 Permitted uses in Southern Gateway – Transition zone

Section 6. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted adopting limitations on transitional housing and permanent support housing where allowed as a permitted use:

- A. On-site supervision must be provided at all times, unless it can be demonstrated through the operations plan that this level of supervision is not warranted for the population being housed.
- B. On-site services such as laundry, hygiene, meals, case management, and social programs are limited to the residents and not available for drop in use by non-residents.



- C. The organization managing and operating the facility must submit a parking plan acceptable to the City showing that it is consistent with surrounding uses and has adequate parking to meet the expected demand from residents, staff, service providers, and visitors.
- D. The facility must be located within a half mile walking distance of a transit stop so that transit dependent residents are able to reach services and employment.
- E. To avoid a concentration of uses, facilities must be at least 1000 feet from any other permanent supportive housing or transitional housing facilities, calculated as a radius from the property lines of the site.

**Section 7. EFFECTIVE DURATION OF INTERIM DEVELOPMENT REGULATIONS.** These interim development regulations set forth in this ordinance shall be in effect for a period of six (6) months from the date this ordinance is passed and shall automatically expire on March 23, 2022, unless the same is extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the City Council.

**Section 8. SET A PUBLIC HEARING.** A public hearing shall be held by the City Council regarding these interim development regulations on or before November 22, 2021, as required by RCW 36.70A.390.

**Section 9. REFERRAL TO STAFF.** The Planning Director and/or his designee (the "Director") is hereby authorized and directed to develop appropriate permanent development regulations pursuant to Washington law, for review and recommendation for inclusion in the LFPMC regarding emergency housing and shelter, transitional housing, and permanent supportive housing as required by E2SHB 1220.

**Section 10. SEVERABILITY.** Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 11. CORRECTIONS.** The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.


**Section 12. EFFECTIVE DATE.** The City Council hereby finds and declares the deadlines in E2SHB 1220 for cities to adopt compliant development regulations cause an emergency which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995), non-



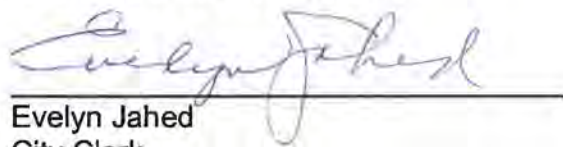
exhaustive underlying facts necessary to support this emergency declaration are included in the "WHEREAS" clauses, above, all of which are adopted by reference as findings of fact as if fully set forth herein. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary of this ordinance at the earliest possible publication date.

**APPROVED BY A MAJORITY** of the Lake Forest Park City Council this 23rd day of September, 2021.

APPROVED:

  
\_\_\_\_\_  
Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Evelyn Jahed  
City Clerk

APPROVED AS TO FORM:

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

Introduced: September 9, 2021  
Adopted: September 23, 2021  
Posted: September 28, 2021  
Published: September 28, 2021  
Effective: September 23, 2021



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Email Address name@example.com e.g.

# Washington state will need more than one million homes in the next 20 years

Washington State Department of Commerce sent this bulletin at 03/02/2023 09:02 AM PST

Share Bulletin

Having trouble viewing this email? [View it online](#)



## News Release

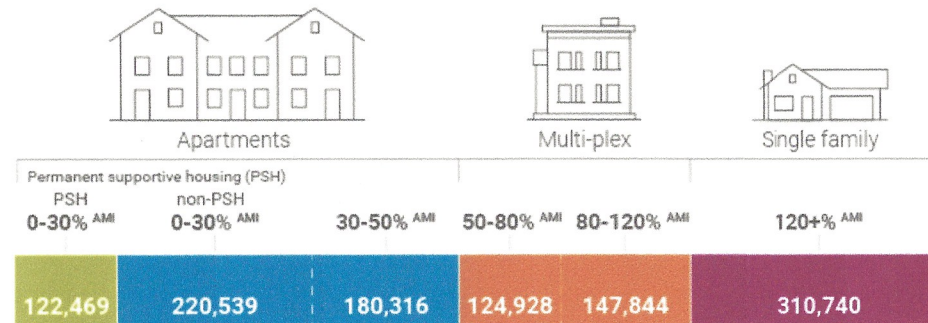
MARCH 2, 2023

### Washington state will need more than 1 million homes in next 20 years

**More than half of the homes are needed for residents at the lowest income levels**

OLYMPIA, WA --- The Washington State Department of Commerce today released its final housing needs projections, which show the state needs to add 1.1 million homes over the next 20 years, and more than half of them need to be affordable for residents at the lowest income levels. Based on census data and the [Office of Financial Management's population projections](#), these [final housing projections](#) (.pdf) illustrate that Washington needs more than 50,000 new units annually to keep pace with expected population growth.

## Future housing needs broken down by area medium income (AMI) groups



**1.1 Million** new homes will be needed in the next 20 years

In addition, there will also need to be:

**91,357** Emergency housing beds (temporary housing)

In 2021, the Growth Management Act (GMA) framework that required the fastest growing counties and cities to plan for a certain number of housing units based on projected population growth for the next 20 years was amended to also incorporate income levels. The update to the state's planning framework requires communities to focus on affordability, a standard that housing and utilities should cost no more than 30% of household income. [Recent federal data](#) suggests approximately 30% of Washingtonians are cost-burdened - paying more than that 30% for housing.

"Based on the large number of housing needs at the lower income bands, many communities will need to change the way they plan for housing and plan for more apartments, condominiums, moderate density housing such as middle housing, and accessory dwelling units," said Dave Andersen, managing director of the Growth Management Services unit. "Planning for housing in the next 20 years will require an inclusive and equity-driven approach if we are to meet the housing needs for all the residents at all income levels."

**Planning to help prevent and address homelessness**



Communities must plan for housing needs at all incomes, including emergency housing and permanent supportive housing (subsidized housing with support services) for people at risk of or experiencing homelessness. The final housing numbers estimate the need for approximately 91,360 units of emergency housing by 2044 to ensure that those with unstable housing situations have a safety net, such as those in-between jobs who cannot afford housing and young people exiting the foster care system.

“We used census and other best available data sources to identify existing housing, household incomes and household sizes, as well as best available homeless data and information about housing risk factors to develop a model to identify the housing that will be needed over the 20-year planning period.” said Tedd Kelleher, housing policy director. “Every community in the state is experiencing housing pressures and needs to plan for enough housing so that everyone can live inside. This housing will require significant local, state and federal investments to meet our state’s future housing needs, because it is difficult for the private market to produce housing for the lowest income brackets.”

### **Next steps**

Most communities will be updating their comprehensive plans and regulations over the next few years. Counties may choose a higher or lower population target from the Office of Financial Management range and then will use Commerce’s new [Housing for All Planning Tool \(HAPT\)](#) (.xlsx) to identify how much housing in each income bracket is needed. Counties, cities and towns must work together to decide how to plan for and accommodate housing to meet the needs of each income bracket, and ensure enough emergency housing can be sited as well. Learn more on the Commerce webpage [Updating GMA Housing Elements](#).

###

MEDIA CENTER

[Media Contact](#)

[Penny Thomas](#)

Commerce Communications, (206) 256-6106 | Mobile/text: (360) 704-9489



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Commerce works with local governments, businesses, community-based organizations and tribes to strengthen communities. The department's diverse portfolio of more than 100 programs and effective public and private partnerships promote sustainable community and economic development to help all Washingtonians thrive. For more information, visit <http://www.commerce.wa.gov>. For information on locating or expanding a business in Washington, visit [choosewashingtonstate.com](http://choosewashingtonstate.com).

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**CITY OF LAKE FOREST PARK  
CITY COUNCIL JOINT MEETING WITH SHORELINE SCHOOL BOARD  
SPECIAL MEETING MINUTES  
February 2, 2023**

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

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

**School Board members present:** Dr. Susan Reyes, Superintendent, President Dr. Sarah Cohen, Board Vice President Emily Williams, Directors Sarah Betnel, and Meghan Jernigan.

**Councilmembers absent:** none

**Staff present:** Jeff Johnson, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney.

**Others present:** 25 visitors

**CALL TO ORDER**

Mayor Johnson called the February 2, 2023 joint meeting to order at 5:30 p.m.

**INTRODUCTIONS**

The Council and School Board members introduced themselves to each other.

**Community Updates**

The Council and School Board members gave updates around the community and the school district.

**ROUNDTABLE DISCUSSION**

The Council and School Board members held a roundtable discussion regarding the funding shortfall for the School District and the need to increase revenues for the school district in order to maintain the services offered by the district.

1 **ADJOURNMENT**

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3 There being no further business, the meeting was adjourned at 7:05 p.m.

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8 Jeff Johnson, Mayor

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13 Matthew McLean, City Clerk

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**CITY OF LAKE FOREST PARK  
CITY COUNCIL SPECIAL MEETING MINUTES  
February 23, 2023**

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

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

**Councilmembers absent:** none

**Staff present:** Jeff Johnson, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney.

**Others present:** No visitors

**CALL TO ORDER**

Mayor Johnson called the February 23, 2023 City Council special meeting to order at 6:00 p.m.

**ADOPTION OF AGENDA**

The Council adopted the agenda as presented.

**EXECUTIVE SESSION - Potential Litigation, per RCW 42.30.110(1)(i)**

The Council discussed items under executive session regarding potential litigation. There was no further discussion in open meeting regarding the discussion.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 6:50 p.m.

\_\_\_\_\_  
Jeff Johnson, Mayor

\_\_\_\_\_  
Matthew McLean, City Clerk



**CITY OF LAKE FOREST PARK  
CITY COUNCIL REGULAR MEETING MINUTES  
February 23, 2023**

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

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

**Councilmembers absent:** none

**Staff present:** Jeff Johnson, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Cory Roche, Environmental and Sustainability Specialist; Matt McLean, City Clerk

**Others present:** 6 visitors

**CALL TO ORDER**

Mayor Johnson called the February 23, 2023 City Council regular meeting to order at 7:00 p.m.

**FLAG SALUTE**

Mayor Johnson led the Pledge of Allegiance.

**ADOPTION OF AGENDA**

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

**PRESENTATION – King County Solid Waste Program**

Amy Ockerlander and Andy Smith, King County Solid Waste Division, gave a presentation about the King County solid waste RE+ program to achieve zero waste of resources in the county, and responded to questions from the Council.

**PRESENTATION – Climate Action Committee Work Plan**

Climate Action Committee Chair Sarah Phillips presented the Committee’s work plan and responded to questions from the Council.

1 **CITIZEN COMMENTS**

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3 Mayor Johnson invited comments from the audience.

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

- 6
- 7 • Jeff Snedden, LFP resident (Sound Transit BRT)
- 8 • Vicki Scuri, LFP resident (Sound Transit BRT)
- 9 • Paula Goode, LFP resident (Sound Transit BRT)

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11 **CONSENT CALENDAR**

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13 **Deputy Mayor French moved** to approve the consent calendar as presented. **Cmbr.**  
14 **Riddle seconded. The motion to approve the consent calendar as presented carried**  
15 **unanimously.**

- 16
- 17 1. February 6, 2023 City Council Committee of the Whole Special Meeting Notes
- 18 2. February 9, 2023 City Council Work Session Minutes
- 19 3. February 9, 2023 City Council Regular Meeting Minutes
- 20 4. Consider Reappointments to the City’s Advisory Bodies
- 21 5. Approval of City Expenditures for the Period Ending February 23, 2023, covering Claims
- 22 Fund Check Nos. 84604 through 84650 in the amount of \$424,974.87; additional ACH
- 23 transactions are LexisNexis \$264.97; US Bank, \$104,559.48; Washington State Excise
- 24 Tax, \$6,261.27; total approved Claims Fund transactions, \$536,060.59

25  
26 The following advisory body reappointments were made by approval of the Consent Calendar:

- 27
- 28 • Planning Commission
  - 29 ○ Position 5, Ashton Alvarez – finishing a partial term; reappointed to a 1<sup>st</sup> full term
  - 30 that expires 2/28/2026
- 31 • Tree Board
  - 32 ○ Position 4, Marty Byrne – finishing 1<sup>st</sup> term; reappointed to a 2<sup>nd</sup> full term that
  - 33 expires 2/28/2026
  - 34 ○ Position 5, Richard Olmstead – finishing 1<sup>st</sup> term; reappointed to a 2<sup>nd</sup> full term
  - 35 that expires 2/28/2026
- 36 • Parks and Recreation Advisory Board
  - 37 ○ Position 4, Tyler Dittman – finishing 2<sup>nd</sup> full term – reappointed to a 3<sup>rd</sup> full term
  - 38 by determination of extenuating circumstances provision (no meetings held
  - 39 between March 2020 and August 2021, due to COVID); term expires 2/28/2026
  - 40 ○ Position 5, Alice Pedersen – finishing 1<sup>st</sup> full term – reappointed to a 2<sup>nd</sup> full term
  - 41 that expires 2/28/2026

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**COUNCIL DISCUSSION – King County Regional Homelessness Authority (KCRHA) Memorandum of Understanding (MOU)**

City Administrator Hill presented the item and, with Alexis Rinck, KCRHA, responded to questions. Council discussion followed.

**Cmbr. Kassoover moved** to authorize the Mayor to sign the Memorandum of Understanding between the City of Lake Forest Park and the King County Regional Homelessness Authority to allocate the City funds for the Emergency Weather Shelter. **Cmbr. Riddle seconded. The motion to authorize the Mayor to sign the Memorandum of Understanding to allocate the City funds for the Emergency Weather Shelter carried unanimously.**

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

City Attorney Pratt presented the item and responded to questions. It was noted the item still needs to go through the SEPA process and a public hearing.

**Recognition of the Passing of Former Lake Forest Park City Councilmember Carolyn Armanini**

Deputy Mayor French noted the recent passing of former City Councilmember Carolyn Armanini.

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

Councilmembers reported on meetings they attended.

**ADJOURNMENT**

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

\_\_\_\_\_  
Jeff Johnson, Mayor

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

City of Lake Forest Park  
SORTED TRANSACTION CHECK REGISTER  
3/9/2023

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and that CLAIM FUND Check Nos. 84651 through 84692 in the amount of \$376,312.99, PAYROLL FUND ACH transactions in the amount of \$167,552.54 and DIRECT DEPOSIT transactions in the amount of \$173,666.57 are approved for payment this 9th day of March, 2023.

**Additional approved transactions are:**

ACH transaction Elavon in the amount of \$656.63

Total approved claim fund transactions: \$544,522.16

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

\_\_\_\_\_  
Mayor

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

# Accounts Payable

## Voucher Approval Document

Section 8, Item D.



User: dmeagher  
Printed: 03/02/2023 - 1:47PM  
Batch: 00009.03.2023

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

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

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

Fund	Description	Amount
001	General Fund	106,290.07
101	Street Fund	4,197.65
401	Sewer Utility Fund	219,217.77
403	Surface Water Fund	33,004.57
404	Surface Water Capital Fund	7,111.10
631	Treasurer's Clearing Fund	45.00
632	Police Coalition Fund	2,013.10
<b>Report Total:</b>		<b>371,879.26</b>



# Accounts Payable

## Voucher Approval Document

User: dmeagher  
Printed: 02/28/2023 - 12:18PM  
Batch: 00028.02.2023

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

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

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

Fund	Description	Amount
502	PW Contract Fund	5,090.36
<b>Report Total:</b>		5,090.36

# Bank Reconciliation

## Checks by Date

User: dmeagher  
 Printed: 03/02/2023 - 2:00PM  
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	3/9/2023	Elavon		AP		656.63
84652	3/9/2023	All Battery Sales & Service Inc.		AP		312.02
84653	3/9/2023	Aurora Rents, Inc.		AP		5,770.74
84654	3/9/2023	Avocette Technologies Inc.		AP		1,937.50
84655	3/9/2023	Axon Enterprise, Inc.		AP		1,959.10
84656	3/9/2023	City Of Black Diamond		AP		936.70
84657	3/9/2023	Shau-Lee Chow		AP		100.00
84658	3/9/2023	Cintas First Aid & Safety		AP		370.64
84659	3/9/2023	James Santerelli Enterprises		AP		138.50
84660	3/9/2023	Databar		AP		2,385.88
84661	3/9/2023	Robert Dearmore		AP		1,978.80
84662	3/9/2023	Financial Consultants International Inc		AP		261.60
84663	3/9/2023	Gray & Osborne, Inc.		AP		7,111.10
84664	3/9/2023	King County Treasury Division		AP		53,807.54
84665	3/9/2023	King County Pet License		AP		45.00
84666	3/9/2023	King County Finance		AP		2,130.06
84667	3/9/2023	King County Finance & Business		AP		215,214.30
84668	3/9/2023	Legend Data Systems, Inc.		AP		55.05
84669	3/9/2023	Rhonda Lehman		AP		22.02
84670	3/9/2023	City of Mercer Island		AP		1,076.40
84671	3/9/2023	Miwall Corporation		AP		1,811.16
84672	3/9/2023	Mobile Electrical Dist.		AP		164.91
84673	3/9/2023	Office Depot, Inc.		AP		1,297.46
84674	3/9/2023	Pacific Air Control, Inc.		AP		302.78
84675	3/9/2023	Pace Systems, Inc		AP		1,600.00
84676	3/9/2023	Pacific Office Automation		AP		469.03
84677	3/9/2023	Parametrix, Inc		AP		18,331.28
84678	3/9/2023	Progressive Animal Welfare Society		AP		908.00
84679	3/9/2023	Peerless Network, Inc		AP		1,038.84
84680	3/9/2023	Provide Support, LLC		AP		198.00
84681	3/9/2023	Puget Sound Energy		AP		495.00
84682	3/9/2023	Puget Sound Executive Services, Inc.		AP		1,283.75
84683	3/9/2023	Mohinder Randhawa		AP		200.00
84684	3/9/2023	Pablo A. Sepulveda		AP		140.00
84685	3/9/2023	Seattle Sign Studio		AP		441.30
84686	3/9/2023	Stewart MacNichols Harmell, Inc., P.S.		AP		7,500.00
84687	3/9/2023	Snohomish Co Sheriff's Office		AP		19,550.92
84688	3/9/2023	Staples Advantage		AP		1,557.55
84689	3/9/2023	StopStick, Ltd		AP		1,590.95
84690	3/9/2023	Washington State Department of Ecolog		AP		11,435.96
84691	3/9/2023	The Watershed Company		AP		5,276.25
84692	3/9/2023	Diego Zanella		AP		16.54

**Check No**   **Check Date**   **Name**   **Comment**   **Module**   **Clear Date**

Section 8, Item D.

Total Check Count: 42

Total Check Amount: 371,879.26



# Bank Reconciliation

## Checks by Date

User: dmeagher  
Printed: 02/28/2023 - 12:28PM  
Cleared and Not Cleared Checks

Section 8, Item D.



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
84651	2/28/2023	KDH Consulting, Inc		AP		5,090.36
Total Check Count:						1
Total Check Amount:						5,090.36

# Accounts Payable

## Checks by Date - Summary by Check Date

User: tandrus@cityofflp.gov  
 Printed: 2/21/2023 11:59 AM

Section 8, Item D.



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	02/08/2023	1,549.43
ACH	NAVIA	Navia Benefit Solutions, Inc.	02/08/2023	222.62
ACH	NAVIAFSA	Navia - FSA	02/08/2023	233.41
ACH	TEAMDR	National D.R.I.V.E.	02/08/2023	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	02/08/2023	1,015.76
ACH	WASUPREG	Washington State Support Registry	02/08/2023	180.00
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	02/08/2023	6,928.28
ACH	ZAWC	AWC	02/08/2023	43,549.05
ACH	ZEMPSEC	Employment Security Dept.	02/08/2023	479.50
ACH	ZGUILD	LFP Employee Guild	02/08/2023	650.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	02/08/2023	30,504.62
ACH	ZL&I	Washington State Department of Labor & I	02/08/2023	5,435.79
ACH	ZLEOFF	Law Enforcement Retirement	02/08/2023	12,096.80
ACH	ZLPIRS	Lake Forest Park/IRS	02/08/2023	31,776.19
ACH	ZPERS	Public Employees Retirement	02/08/2023	25,316.91
ACH	ZTEAM	Teamsters Local Union #117	02/08/2023	202.28
ACH	ZWATWT	Washington Teamsters Welfare Trust	02/08/2023	7,407.45
Total for 2/8/2023:				167,552.54
Report Total (17 checks):				167,552.54

# Bank Reconciliation

## Checks by Date

User: dmeagher  
Printed: 02/21/2023 - 2:35PM  
Cleared and Not Cleared Checks

Section 8, Item D.



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	2/8/2023		DD 00001.02.2023	PR		173,666.57
Total Check Count:						1
Total Check Amount:						173,666.57

# LAKE FOREST PARK

Washington

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## Submission information

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

Submitted by Visitor (not verified)

Wed, 01/11/2023 - 4:58pm

67.170.20.206

## First Name

Jill "Cherie"

## Last Name

Finazzo

## Home Address

## Mailing Address (if different from above)

## Phone Number

## Do you own property in Lake Forest Park?

Yes

## Email

## Board, Commission, Committee

Planning Commission

## Years a Resident of this Municipality

23

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

Business owner with in home daycare in LFP since 2007. I have been very involved with our local PTA. I help numerous positions from art to co-president when my youngest daughter was in the 4th & 5th grade. I was the PTA council treasurer when she was in middle school. And when she was a senior I became the chair for senior spree and was the VP for Shorecrest PTA.

Prior to marriage and children this I had my own fingernail business in Des Moines, Wa. I also work for Horizon Air/ Alaska Airlines in the help desk with rebooking flights and was there for families when the Alaska Air flight went down in California.

I have my high diploma from Highline College and attended beauty school for my esthetician license, nails and facials.

**Current or Prior Experience on Boards/Commissions/Committees**

None

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

Deacons for a few terms at Trinity Presbyterian Church in Shoreline

**Reasons for Wanting to Serve**

My husband and I love this community. We have plans on retiring here. I have always been volunteering with something. Now that our kids are gone and I have retired, I would like to keep busy and be more involved.

**Are you able to attend evening meetings?**

Yes

**Resume, Education, etc. (Optional)**

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

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**Source URL:**<https://lakeforestpark-wa.municodemeetings.com/node/791/submission/69>

**Links**

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

# LAKE FOREST PARK

Washington

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

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

## Submission information

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

Submitted by Visitor (not verified)

Tue, 02/07/2023 - 1:26pm

67.170.125.63

### First Name

Rechilda

### Last Name

Allan

### Home Address

Lake Forest Park, WA 98155

### Mailing Address (if different from above)

### Phone Number

### Do you own property in Lake Forest Park?

Yes

### Email

### Board, Commission, Committee

Parks and Recreation Advisory Board

### Years a Resident of this Municipality

8

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

Entrepreneurship educator, market research professional. MBA degree (please refer to CV for more info and dates).

### Current or Prior Experience on Boards/Commissions/Committees

ROOTS Board Member (Sept 2022-present), Meridian Park elementary PTA Winter Ball organizing committee co-president (November 2022 - February 2023)

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

**provide dates)**

ROOTS Board Member (Sept 2022-present), Meridian Park elementary PTA Winter Ball organizer (November 2022 - February 2023), HiCap 2nd grade classroom volunteer (2022SY)

**Reasons for Wanting to Serve**

I want to help improve and expand the recreational opportunities for young families and children, as well as adults in general.

I and my child have enjoyed adult and children's recreation activities from Shoreline, Seattle, Edmonds, and Mountlake Terrace. My experience and familiarity with these cities' programs are my motivation for wanting to serve on the board.

**Are you able to attend evening meetings?**

Yes

**Resume, Education, etc. (Optional)**

[cv\\_rmallan2022.pdf](#) [2]

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**Source URL:** <https://lakeforestpark-wa.municodemeetings.com/node/791/submission/70>

**Links**

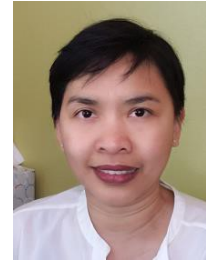
[1] <https://lakeforestpark-wa.municodemeetings.com/bc/application> [2] [https://lakeforestpark-wa.municodemeetings.com/system/files/webform/cv\\_rmallan2022.pdf](https://lakeforestpark-wa.municodemeetings.com/system/files/webform/cv_rmallan2022.pdf)

**RECHILDA MAGPAYO ALLAN**

Lake Forest Park, WA 98155

Mobile:

E-mail:



**PROFESSIONAL EXPERTISE**

- Entrepreneurship and management education
- Quantitative (online and field surveys) and qualitative market research (in-person interviewing and FGD facilitation)
- Networking and engagement with social business enterprises, academe, LGUs, NGOs and for-profit businesses
- Micro retail business management and turnaround

**EMPLOYMENT HISTORY**

**BA and Entrepreneurship Program Coordinator**

*School of Business and Management – Mapua*

*July 2007 – July 2014*

- Curricula, annual budget, and supporting programs development
- Recruitment and placement of faculty roster
- Student (and Student Council) faculty adviser

**Associate Professor 3**

*School of Business and Management – Mapua*

*October 2005 – July 2014*

- Tenured faculty for the BA and Entrepreneurship programs
- Thesis adviser and oral defense panelist

**Senior Adviser/Former Manager**

*Magpayo Merchandise\*\**

*July 1996 – December 2013*

*\*\*Micro-business engaged in FMCG and construction materials merchandising*

- Engineered business rebound after near-bankruptcy in 1998
- Increased annual sales (1997 through 2008) up to 500%
- Established FIFO system and reduced obsolete/expired stocks from 25% to less than 1%
- Reduced account collection cycle from 30 to 7 days
- Systematized ordering system and implemented EOQ to eliminate stock-outs
- Negotiated favorable credit terms with suppliers - from 60 to 150 days for 95% of products carried

**Research Consultant (project-based)**

*Inclusive Business Market Scoping Study – Asian Development Bank*

*May-August 2012*

- Researched (and interviewed the respective chief executive officers) 27 medium and large private companies in the Philippines
- Authored poverty and macroeconomic analysis section of the study

**Assistant Manager for Marketing/Market Research and Business Adviser**

*Microventures Incorporated*

*April 2008 – June 2010*

- Initiated market research service and developed research module for the company
- Developed and executed major market research projects for SMART Communications and The Hershey Company
- Mentored and introduced customized operations system to distressed Hapinoy Community Stores



- Developed successful store recruitment model generating 2,400 new Hapinoy members in two months
- Oversaw merchandising and activation of new Hapinoy store members and reduced downtime from three months to two weeks

**Secretariat Staff/Program Committee Coordinator**

*ICRI International Secretariat*

*Jan. 2000 – March 2004*

- Coordinated execution of Secretariat programs and regional meetings within and outside the Philippines
- Program Committee Coordinator for the 2nd International Tropical Marine Ecosystems Management Symposium or ITMEMS2
- Managed symposium participation of 248 international marine scientists and presentation of scientific papers
- Managing Editor of published ITMEMS2 Proceedings

**EDUCATION**

**Master of Arts in Policy Studies (*pending capstone completion*)**

*Sept 2018 – 2019*

University of Washington – School of Interdisciplinary Arts & Sciences  
Bothell, WA

**Master in Business Administration**

*June 2000 – July 2003*

Ateneo de Manila University - Graduate School of Business  
Makati City, Philippines

**BS Computer Management**

*June 1996 – Oct 1999*

St. Joseph's College Q.C.  
Quezon City, Philippines

**REFERENCES**

Mr. Emmanuel T. Velasco, PhD  
Former Dean - ET Yuchengco School of Business and Management, Mapua  
632 891 1452  
[velascoet@yahoo.com](mailto:velascoet@yahoo.com)

Mr. Paolo Benigno Aquino III  
President – Microventures Inc.  
632 920 9580  
[paolobenignoaquino@gmail.com](mailto:paolobenignoaquino@gmail.com)

Mr. Markus Dietrich  
President – Asian Social Enterprise Incubator Inc.  
632 239 8216 / 63922 8061738  
[markusdie@gmail.com](mailto:markusdie@gmail.com)

Mr. Keith Nitta, PhD  
Assoc. Professor – UW Bothell School of Interdisciplinary Arts  
206.331.0892  
[kanitta@uw.edu](mailto:kanitta@uw.edu)



# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

**Meeting Date**                      March 9, 2023

**Originating Department**      Public Works

**Contact Person**                  Andrew Silvia

**Title**                                      Resolution 23-1885/Authorizing the Mayor to Sign Water Quality Combined Financial Assistance Agreement No. WQC-2023-LaFoED-00102 with the WA Department of Ecology for the Lake Forest Park Stormwater Management Plan.

**Legislative History**

- First Presentation City Council regular meeting March 9, 2023

**Attachments:**

1. Resolution 23-1885/Authorizing the Mayor to Sign Water Quality Combined Financial Assistance Agreement No. WQC-2023-LaFoED-00102 with the WA Department of Ecology for the Lake Forest Park Stormwater Management Plan.
2. WA Department of Ecology Draft Grant Agreement
3. WA Department of Ecology Grant Award Letter dated July 1, 2022

**Executive Summary**

The Department of Public Works (DPW) seeks Council authorization to execute a funding agreement with the Washington Department of Ecology (“Ecology”) for support of the City’s Stormwater Management Action Plan (SMAP). The SMAP is a planning document that the City is required to develop per the terms of the Western Washington Phase II Municipal Stormwater Permit (“Permit”). This agreement would provide the City with a \$90,750 grant supporting development of the SMAP itself as well as tools DPW may use to adaptively manage the SMAP during its anticipated 20-year implementation period. The grant requires a 25% local match, which would be provided in the form of SMAP development expenditures the City has already made and which are included in DPW’s operating budget, i.e. no new spending is required to provide the required matching funds.

**Background**

In 2022, DPW sought and was awarded a \$90,750 grant from Ecology through its competitive Stormwater Financial Assistance Program (SFAP). The scope of work to be supported by the grant includes developing the SMAP report and developing City-specific project planning and delivery tools, as described further below. This scope of work was generally described in the City’s professional services agreement (PSA #AG 21-046) with Parametrix, Inc., the consultant selected to assist DPW in developing the SMAP. In this PSA, DPW set the expectation that clarifying the consultant’s scope of grant-supported services, and DPW’s authorization to perform those services, was contingent upon DPW’s receipt of a grant award and execution of a grant agreement with Ecology. DPW has since worked with the consultant and Ecology to refine the scope of mostly value-added work and negotiate the other terms of the grant agreement. If executed, the grant would offer the following benefits to DPW’s SMAP development and implementation processes:

- The City’s cost to develop its SMAP would be reduced by approximately \$4,000, as budgeted SMAP development expenses are eligible for use as the required local matching contribution.
- The consultant will work with DPW to develop new project planning and delivery tools intended to improve DPW’s adaptive management of the SMAP during the implementation phase. These tools include:
  - A dynamic, GIS-based stormwater project opportunities map
  - A professional engineering services contract scope of work template
  - A matrix used to identify project permitting requirements

DPW supports execution of the agreement as the proposed project management tools will support implementation of the SMAP and numerous other ongoing and future DPW-led projects.

**Fiscal & Policy Implications**

The grant requires a local matching contribution of \$30,250, which will be provided in the form of investments the City has already made (i.e. contracted Parametrix, Inc. to perform) and which are included in DPW’s approved operating budget. These matching expenditures are supported by the City’s Surface Water Management fund.

Executing the grant agreement will result in the following change to expenditures made as part of DPW’s PSA with Parametrix, Inc.

Execute Grant Agreement	Contract Value	Authorized Amount	City Funds	Grant Funds
<b>No</b>	\$339,175.33	\$249,771.89	\$249,771.89	\$0
<b>Yes</b>	\$339,175.33	\$336,468.89	\$245,718.89	\$90,750.00

**Alternatives**

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> <li>• Adopt Resolution</li> </ul>	<p>The City will execute the enclosed agreement and work with its engineering consultant to complete the scope of work described therein.</p>

- No Action

The City will not execute the enclosed agreement. Performance of the work described in the agreement will be forgone.

**Staff Recommendation**

Review the proposed funding agreement and provide staff with any additional questions or feedback.

**RESOLUTION NO. 23-1885**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT NO. WQC-2023-LAFOED-00102 WITH THE WASHINGTON DEPARTMENT OF ECOLOGY FOR THE LAKE FOREST PARK STORMWATER MANAGEMENT PLAN.**

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**WHEREAS**, the Washington Department of Ecology (Ecology) awarded the City a Stormwater Financial Assistance Program Grant of \$90,750 in 2022 to support development of its Stormwater Management Action Plan per the City’s application submitted in 2021; and

**WHEREAS**, staff from the City’s Department of Public Works (DPW) and its engineering consultant subsequently negotiated the terms of the funding agreement included herewith as Attachment 1 with staff from Ecology; and

**WHEREAS**, executing the funding agreement with Ecology will enable the completion of several value-added services described in the funding agreement to the consultant’s contract (AG 21-046) without increasing the cost to the City;

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council authorizes the Mayor to execute the Water Quality Combined Financial Assistance Agreement No. WQC-2023-LAFOED-00102 with the Washington Department of Ecology for the Lake Forest Park Stormwater Management Plan included herewith as Attachment 1.

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this ##th day of ####, 202#.

APPROVED:

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Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

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Matthew McLean  
City Clerk

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

**Agreement No. WQC-2023-LaFoED-00102**

**WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT**

**BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF LAKE FOREST PARK**

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

**GENERAL INFORMATION**

Project Title:	Lake Forest Park Stormwater Management Action Plan
Total Cost:	\$339,175.33
Total Eligible Cost:	\$121,000.00
Ecology Share:	\$90,750.00
Recipient Share:	\$30,250.00
The Effective Date of this Agreement is:	07/01/2022
The Expiration Date of this Agreement is no later than:	01/31/2024
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality by addressing hydrologic impacts within the City of Lake Forest Park through the development of a Stormwater Management Action Plan (SMAP) for Lyon Creek catchment. The RECIPIENT identified this catchment through a recently completed Receiving Water Condition Assessment and Prioritization. The SMAP will evaluate alternatives to improve water quality including retrofits and stormwater management actions.

Project Long Description:

The RECIPIENT has completed a Receiving Water Conditions Assessment. The RECIPIENT developed and implemented a process to determine which receiving waters will benefit most from stormwater facility retrofits, tailored implementation of stormwater management program actions, and other land/development management actions. This Receiving Water Prioritization process identified Lyon Creek as a high priority catchment area(s) for focus of the SMAP.

Agreement No: WQC-2023-LaFoED-00102  
Project Title: Lake Forest Park Stormwater Management Action Plan  
Recipient Name: City of Lake Forest Park

Section 10, Item A.

The RECIPIENT will develop a Stormwater Management Action Plan (SMAP) that describes specific stormwater management actions to protect water quality in Lyon Creek catchment, a high priority receiving water. The RECIPIENT will follow Ecology's Stormwater Management Action Planning Guidance for Phase I and Western Washington Phase II Municipal Stormwater Permits (Ecology, 2019; Publication 19-10-010) to complete the SMAP process. The RECIPIENT will emphasize protection of designated uses and improvements to receiving water quality and habitat, under both existing and anticipated development conditions. Implementation of the stormwater management actions listed in the plan will improve and protect Lyon Creek. Known concerns for this receiving water include dissolved oxygen, bacteria, temperature, and bioassessment-related impairments.

The SMAP will include, but is not limited to, stormwater facility retrofits, land management/development strategies, and implementation of stormwater management actions related to the municipal stormwater permit. The SMAP will include a proposed implementation schedule, budget sources, and a process to adaptively manage the plan. The RECIPIENT will also develop a permitting matrix, a professional services scope of work template, and a GIS map to help prioritize stormwater management actions.

Overall Goal:

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.



Agreement No: WQC-2023-LaFoED-00102  
 Project Title: Lake Forest Park Stormwater Management Action Plan  
 Recipient Name: City of Lake Forest Park

Section 10, Item A.

**RECIPIENT INFORMATION**

Organization Name: City of Lake Forest Park

Federal Tax ID: 91-6019059  
 UEI Number: XLQLKJL8H7H6

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

Physical Address: 17425 Ballinger Way NE

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

**Contacts**

<b>Project Manager</b>	Andrew Silvia Project Manager  17425 Ballinger Way NE Lake Forest Park, Washington 98155 Email: asilvia@cityoflfp.com Phone: (206) 957-2836
<b>Billing Contact</b>	Andrew Silvia Project Manager  17425 Ballinger Way NE Lake Forest Park, Washington 98155 Email: asilvia@cityoflfp.com Phone: (206) 957-2836
<b>Authorized Signatory</b>	Jeff Johnson Mayor  17425 Ballinger Way Lake Forest Park, Washington 98155 Email: jjohnson@ci.lake-forest.wa.us Phone: (206) 522-1025

Agreement No: WQC-2023-LaFoED-00102  
 Project Title: Lake Forest Park Stormwater Management Action Plan  
 Recipient Name: City of Lake Forest Park

Section 10, Item A.

**ECOLOGY INFORMATION**

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

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

**Contacts**

<b>Project Manager</b>	Stephanie Herbst Financial Manager  PO Box 47600 Olympia, Washington 98504-7600 Email: sher461@ecy.wa.gov Phone: (360) 628-1911
<b>Financial Manager</b>	Stephanie Herbst Financial Manager  PO Box 47600 Olympia, Washington 98504-7600 Email: sher461@ecy.wa.gov Phone: (360) 628-1911
<b>Technical Advisor</b>	Doug Howie Senior Stormwater Engineer  PO Box 47600 Olympia, Washington 98504-7600 Email: doho461@ecy.wa.gov Phone: (360) 870-0983

Agreement No: WQC-2023-LaFoED-00102  
 Project Title: Lake Forest Park Stormwater Management Action Plan  
 Recipient Name: City of Lake Forest Park

Section 10, Item A.

**SCOPE OF WORK**

Task Number: 1 **Task Cost:** \$9,656.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

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

Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- \* Properly maintained project documentation.

**Grant and Loan Administration****Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

Agreement No: WQC-2023-LaFoED-00102  
Project Title: Lake Forest Park Stormwater Management Action Plan  
Recipient Name: City of Lake Forest Park

Section 10, Item A.

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$34,303.00

Task Title: Stormwater Management Action Plan

### Task Description:

A. The RECIPIENT will follow the approach outlined in the Stormwater Management Action Planning Guidance for Phase I and Western Washington Phase II Municipal Stormwater Permits (Ecology, 2019; Publication 19-10-010). Within the prioritized catchment, the RECIPIENT will describe the stormwater facility retrofits needed for the area and list potential Stormwater Management Actions (SMAs). The list may include non-structural BMPs, land/development management policies and actions, and targeted stormwater management program actions to support improved receiving water quality. The RECIPIENT may propose new treatment or flow control facilities, retrofit of existing treatment or flow control facilities, or opportunities to provide additional treatment or flow control service with planned public construction projects.

B. The RECIPIENT will develop a public involvement process to inform the community and solicit feedback regarding the prioritized catchment area. This process will include a list of key internal and external stakeholders and one opportunity for stakeholders to review and comment on prioritized catchment area. The RECIPIENT will document stakeholder feedback and take it into consideration when developing the SMAP.

C. The RECIPIENT will prepare a draft SMAP, including a proposed implementation schedule, short- and long-term goals, conceptual budget, potential funding sources, and adaptive management.

D. The RECIPIENT will prepare a final SMAP that considers and incorporates ECOLOGY feedback as appropriate.

### Task Goal Statement:

Prepare a Stormwater Management Action Plan.

### Task Expected Outcome:

Development of stormwater and land management strategies that act as water quality management tools intended to conserve, protect, or restore water quality in a selected receiving water.

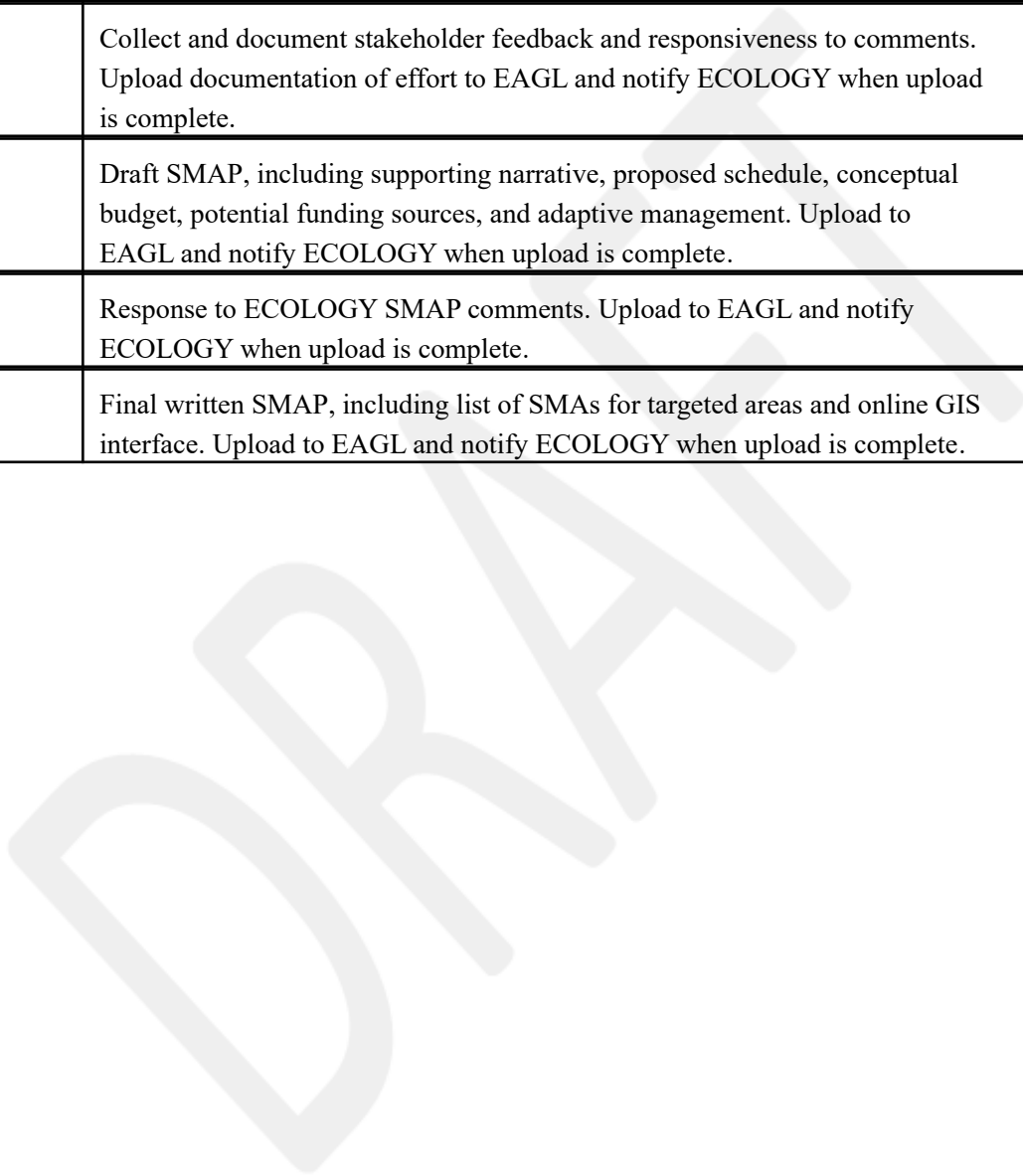
Agreement No: WQC-2023-LaFoED-00102  
 Project Title: Lake Forest Park Stormwater Management Action Plan  
 Recipient Name: City of Lake Forest Park

Section 10, Item A.

**Stormwater Management Action Plan**

**Deliverables**

Number	Description	Due Date
2.1	Draft list of structural and non-structural SMAs. Notify ECOLOGY when public outreach has been initiated and the list of SMAs is published. Upload documentation of effort to EAGL and notify ECOLOGY when upload is complete.	
2.2	Collect and document stakeholder feedback and responsiveness to comments. Upload documentation of effort to EAGL and notify ECOLOGY when upload is complete.	
2.3	Draft SMAP, including supporting narrative, proposed schedule, conceptual budget, potential funding sources, and adaptive management. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Response to ECOLOGY SMAP comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	Final written SMAP, including list of SMAs for targeted areas and online GIS interface. Upload to EAGL and notify ECOLOGY when upload is complete.	



Agreement No: WQC-2023-LaFoED-00102  
 Project Title: Lake Forest Park Stormwater Management Action Plan  
 Recipient Name: City of Lake Forest Park

Section 10, Item A.
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## SCOPE OF WORK

Task Number: 3 **Task Cost:** \$77,041.00

Task Title: Project Development and Delivery Program

### Task Description:

The RECIPIENT shall ensure the following items are complete and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will develop a matrix that enables project managers to identify the permits and other jurisdictional approvals that most often apply to public works capital projects and land management actions in the City.

The tool will include:

1. Applicability criteria and permit thresholds
2. Estimated permit acquisition costs, including application preparation costs and agency application review fees
3. Estimated schedule to acquire permit

B. The RECIPIENT will develop a scope of work template for typical engineering support tasks for the planned stormwater management actions that may be modified as needed per project. The template will provide quality assurance for scope elements and associated best practices and more efficient procurement and contracting for each project.

1. Each engineering support task scope of work will include a description of task work, appropriate guidelines/standards to be used, required deliverables, and key assumptions/exclusions.

2. The template will include placeholders for sections that describe project understanding and deliverable schedule. Standard contract task may include:

- a. project management
- b. public outreach and engagement
- c. permitting
- d. utility coordination
- e. right of way acquisition support
- f. civil engineering design development
- g. landscape architecture/urban design development
- h. options analysis
- i. land survey
- j. construction engineering
- k. bid phase support
- l. grant management and application support
- m. management reserve

C. The RECIPIENT will develop a GIS map showing which areas of the City represent high and low value opportunities to install stormwater management facilities. The map will combine data to show feasibility for stormwater management projects based on the King County Surface Water Design Manual and data collected for the SMAP. The map will prioritize stormwater

Agreement No: WQC-2023-LaFoED-00102  
Project Title: Lake Forest Park Stormwater Management Action Plan  
Recipient Name: City of Lake Forest Park

management actions identified in the SMAP and any future projects proposed by public or private proponents.

The map will include (but not limited to) the following data:

1. wellhead protection areas
2. critical areas
3. arterial roadways
4. densely forested areas
5. infiltration feasibility identified in the subtask D
6. areas at downstream end of large MS4 drainage areas
7. areas where estimated pollutant loading is highest
8. city owned properties and schools
9. wide or unimproved ROWs that indicate available space to build
10. land use

The map, along with its source code, will be made openly sourced and available for public use. A user's guide will be included with the application and available on-line with the tool.

D. The RECIPIENT will conduct a desktop-based review of available geotechnical records for sites in the City and develop a GIS data layer to show the feasibility of infiltration-based stormwater management actions. This data layer will inform the selection of actions for the SMAP and will evaluate infiltration feasibility at alternative sites. The data will be incorporated into the opportunity map identified in subtask C.

Task Goal Statement:

Tools to help the RECIPIENT efficiently deliver stormwater management projects. The deliverable in this task will help the RECIPIENT schedule future projects, meet deadlines, be cost effective and use future grant opportunities more effectively in planning projects.

Task Expected Outcome:

Development of Scope of Work Template, permitting matrix and stormwater management actions feasibility and opportunity map.

Agreement No: WQC-2023-LaFoED-00102  
 Project Title: Lake Forest Park Stormwater Management Action Plan  
 Recipient Name: City of Lake Forest Park

Section 10, Item A.

**Project Development and Delivery Program**

**Deliverables**

Number	Description	Due Date
3.1	Permitting Matrix. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Stormwater Management Actions Scope of Work Template. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Stormwater Management Actions feasibility and opportunity map. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.4	GIS based infiltration feasibility data layer. Upload to EAGL and notify ECOLOGY when upload is complete.	

DRAFT



Agreement No: WQC-2023-LaFoED-00102  
 Project Title: Lake Forest Park Stormwater Management Action Plan  
 Recipient Name: City of Lake Forest Park

Section 10, Item A.

**BUDGET**

**Funding Distribution EG230232**

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

Funding Title: SFAP Funding Type: Grant  
 Funding Effective Date: 07/01/2022 Funding Expiration Date: 01/31/2024

Funding Source:

Title: SFAP - SFY23  
 Fund: FD  
 Type: State  
 Funding Source %: 100%  
 Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%  
 Recipient Match %: 25%  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 9,656.00
Stormwater Management Action Plan	\$ 34,303.00
Project Development and Delivery Program	\$ 77,041.00

**Total: \$ 121,000.00**

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**Funding Distribution Summary**

**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	\$ 30,250.00	\$ 90,750.00	\$ 121,000.00
<b>Total</b>		<b>\$ 30,250.00</b>	<b>\$ 90,750.00</b>	<b>\$ 121,000.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and

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money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

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“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution

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“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

**SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.**

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the

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type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

#### Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

#### d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

#### e. Hazardous Substances.

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1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs,



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acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

### SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website. (This form is used for Section 319 funds only)

2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

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**B. Funding Recognition and Outreach:** In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

**C. Load Reduction Reporting:** The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

**D. Time Extension:** The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

#### SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

**A. Accounting Standards:** The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

**B. Acquisitions:** Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

**C. Audit Requirements:** In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT

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must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://facweb.census.gov/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Unique Entity Identifier (UEI) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a UEI number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.?

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

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Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington’s Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT’s noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered

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through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

#### SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for SRF Equivalency projects only)
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan (Asset Management) Certification Form in EAGL (Only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form in EAGL (Required for all projects receiving SRF Loan funding)
8. State Environmental Review Process (SERP) Documentation (Required for facility projects only)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration,

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maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT’S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT’S authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see [www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf](http://www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf)).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT’S knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

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(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a “Loan Amount”) shall bear interest based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan “Loan Term” as outlined in this agreement.

J. Loan Repayment:

#### Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.



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5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY’s notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:  
Department of Ecology  
Cashiering Unit  
P.O. Box 47611  
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY’s Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT’s payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

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3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

#### K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

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N. **Prevailing Wage (Davis-Bacon Act):** The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. **Progress Reports:** RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. **Representations and Warranties:** The RECIPIENT represents and warrants to ECOLOGY as follows:

**Application: Material Information.** All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

**Existence; Authority.** It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

**Certification.** Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed

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writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

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3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

#### Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of

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ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

**Collection and Enforcement Actions.** In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

**Fees and Expenses.** In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

**Damages.** Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

**T. User-Charge System for Funded Utilities:** The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

## **GENERAL FEDERAL CONDITIONS**

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

### **A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

#### **EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

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5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

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

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

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

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

For more details on FFATA requirements, see [www.fsrc.gov](http://www.fsrc.gov) <http://www.fsrc.gov>.

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

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

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



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telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

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**GENERAL TERMS AND CONDITIONS**

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

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

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

2. AMENDMENTS AND MODIFICATIONS

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

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

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

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

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

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
  - \* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
  - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

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

## 5. ASSIGNMENT

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

## 6. COMMUNICATION

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

## 7. COMPENSATION

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

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other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

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

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

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

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

9. CONFLICT OF INTEREST

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

10. CONTRACTING FOR GOODS AND SERVICES

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

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

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

11. DISPUTES

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

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

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

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decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

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

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

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

## 12. ENVIRONMENTAL DATA STANDARDS

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

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

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

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

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

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

## 13. GOVERNING LAW

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

## 14. INDEMNIFICATION

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

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

## 15. INDEPENDENT STATUS

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

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## 16. KICKBACKS

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

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

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

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

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

## 18. ORDER OF PRECEDENCE

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

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

## 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports

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ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

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

## 21. PROPERTY RIGHTS

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

## 22. RECORDS, AUDITS, AND INSPECTIONS

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Section 10, Item A.

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

All records shall:

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

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

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

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

#### 23. RECOVERY OF FUNDS

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

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

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

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

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

#### 24. SEVERABILITY

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

#### 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

#### 26. SUSPENSION

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



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## 27. SUSTAINABLE PRACTICES

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

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

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

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

## 28. TERMINATION

### a) For Cause

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

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

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

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

### b) For Convenience

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

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments

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If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

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

c) By Mutual Agreement

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

d) In Event of Termination

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

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

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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

End of General Terms and Conditions



**STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY**

PO Box 47600, Olympia, WA 98504-7600 • 360-407-6000

July 1, 2022

Jeff Johnson, Mayor  
City of Lake Forest Park  
Engineering Department  
17425 Ballinger Way  
Lake Forest Park, Washington 98155

Andrew Silvia, Project Manager  
City of Lake Forest Park  
Engineering Department  
17425 Ballinger Way NE  
Lake Forest Park, Washington 98155

jjohnson@ci.lake-forest.wa.us

asilvia@cityofflp.com

**Re: Lake Forest Park Stormwater Management Action Plan,  
WQC-2023-LaFoED-00102  
State Fiscal Year 2023 Final Water Quality Funding Offer List and Intended Use Plan**

Thank you for your time and effort in applying to Ecology for funding for your water quality project in the State Fiscal Year 2023 (SFY23) Funding Cycle. I am pleased to inform you that your project has been selected for funding. Please review the following information closely for more details.

On June 30, 2022, Ecology published the [SFY23 Final Water Quality Funding Offer List and Intended Use Plan](#)<sup>91</sup> (Final List). The Final List describes the projects and funding for the SFY23 Funding Cycle from the Centennial Clean Water Program (Centennial), the Clean Water Act Section 319 Nonpoint Source Fund (Section 319), the Stormwater Financial Assistance Program (SFAP), the Clean Water State Revolving Fund (CWSRF), and new federal funding provided to the CWSRF through the Bipartisan Infrastructure Law (BIL).

On November 15, 2021, President Joe Biden signed the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), which Ecology estimates could provide nearly \$200 million in new funding to Washington’s CWSRF over the next five years. For this SFY 2023 Final List, Washington’s CWSRF has been allocated a total of \$31 million in BIL funds, awarded as part of the CWSRF, and focused on supporting small financially disadvantaged community projects.

<sup>91</sup> <https://apps.ecology.wa.gov/publications/documents/>

Ecology evaluated 124 applications from local governments, tribes, conservation districts, other public entities, and qualified not-for-profit organizations. Funding requests totaled approximately \$413 million. To ensure funds are committed to the highest priority projects, Ecology water quality specialists evaluated and scored all eligible project proposals. Scores were compiled, and a statewide priority list was developed. Projects proposed for funding are based upon the priority list, the type of project, and the funding source.

After rating and ranking all eligible proposed projects and providing support for three additional small financially disadvantaged community phased projects, Ecology offered approximately \$317 million to 124 projects. Detailed information on all proposals received and offered funding can be found in Appendix 1 in the Final List.

A record of scores and evaluator comments are provided in the Evaluation Scorecard Report available through Ecology's Administration of Grants and Loans (EAGL) system. Applicants are strongly encouraged to review the report, as it will help applicants understand the strengths and weaknesses of their application. In addition, reviewing the report will help applicants become aware of any concerns about unclear costs or tasks and/or possible ineligible components; unclear costs or tasks and/or ineligible components may significantly delay the development of a funding agreement. To obtain the Evaluation Scorecard Report, follow these steps.

- Go into your application in EAGL.
- While in the Application Menu, click "View Forms" in the "View, Edit and Complete Forms" section.
- Scroll down the list of forms to near the bottom.
- Click on "Evaluation Scorecard (External)" in the "Screening/Evaluation/Offer" section.
- Follow the prompts for opening or saving a PDF copy of the report.

I am pleased to inform you that your project is being offered funding of up to \$90,750, including:

- A \$0 from CWSRF for a term of N/A years at a N/A percent interest rate.
- A \$0 Forgivable Principal loan from CWSRF that will not be required to be repaid.
- A \$90,750 grant from SFAP.
- A \$0 grant from Centennial.
- A \$0 grant from Section 319.

The final funding amount awarded for your project will be based on negotiations between you and Ecology regarding the project scope of work, budget, technical considerations, reasonableness of cost, and eligibility determinations.

Based on your application, project type, and fund source, various conditions of funding will apply; these will be addressed during the agreement negotiation process. For information on conditions that may apply, please see Ecology’s [SFY23 Funding Guidelines](#)<sup>92</sup> and the footnotes assigned to your project in Appendix 1 in the Final List.

All projects require cultural resources review, and most projects require environmental review. Please be aware of the requirements for your project, and implement the project schedule accordingly. If you have specific questions, please contact Environmental and Cultural Resource Coordinator, Liz Ellis, at [liz.ellis@ecy.wa.gov](mailto:liz.ellis@ecy.wa.gov) or (360) 628-4410 or Seth Elsen, at [seth.elsen@ecy.wa.gov](mailto:seth.elsen@ecy.wa.gov), (564) 999-1177.

Ecology is committed to negotiating and signing a funding agreement no later than January 31, 2023. To meet this timeline and ensure timely use of limited state and federal funds, it is essential that negotiations and funding agreement development begin as soon as possible. Please see the typical negotiation timeline on the last page of this letter.

Ecology assigned the following Grant and Loan Project Management Team for your project:

Heather Bearnese-Loza	NWRO	Ecology Project Manager	(360) 584-2755
Stephanie Herbst	Headquarters Office, Lacey	Ecology Financial Manager	(360) 628-1911

Ecology’s Project Manager or Financial Manager will contact you soon to schedule agreement negotiations.

Ecology appreciates your commitment to improving Washington’s water quality and looks forward to working with you to complete this high priority project.

If you have any questions or concerns regarding the water quality funding programs, please contact Jeff Nejedly, Water Quality Financial Management Section Manager, at [jeffrey.nejedly@ecy.wa.gov](mailto:jeffrey.nejedly@ecy.wa.gov) or (360) 407-6572.

Sincerely,

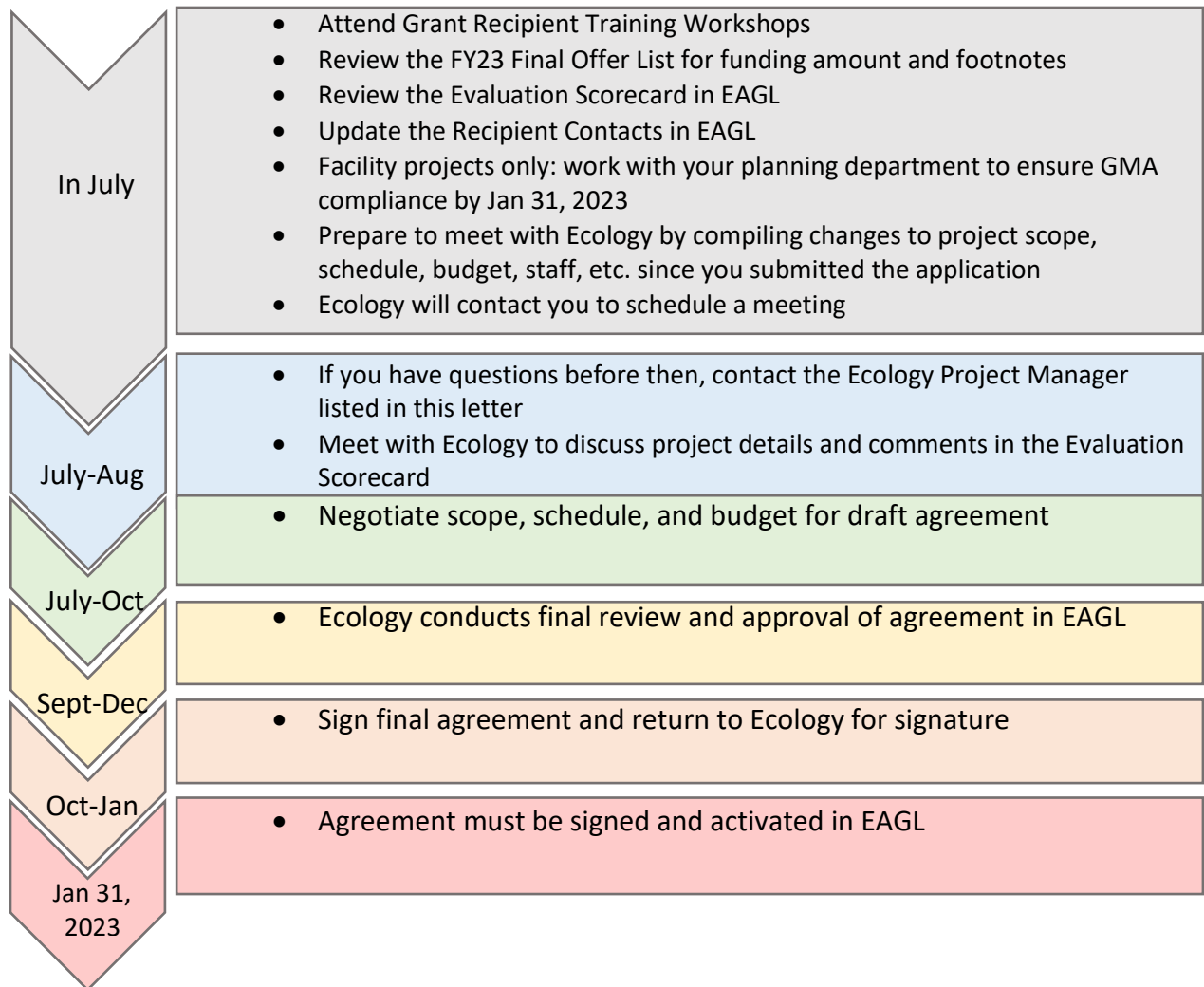


On behalf of

Vincent McGowan, P.E.  
 Water Quality  
 Program Manager

<sup>92</sup> <https://apps.ecology.wa.gov/publications/documents/2110028.pdf>

## My project has been offered funds. What are my next steps?



**Simpler projects may be through the process faster and more complex projects may take until Jan 2023.**



# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

**Meeting Date**                      March 9, 2023

**Originating Department**      Public Works

**Contact Person**                  Andrew Silvia

**Title**                                      Resolution 23-1886/Authorizing the Mayor to Sign Supplement No. 1 to WSDOT Local Programs State Funding Agreement No. LA-9515 and WSDOT Project Prospectus form for the SR104/Lyon Creek Culvert Project.

**Legislative History**

- First Presentation March 9, 2023

**Attachments:**

1. Resolution 23-1886/Authorizing the Mayor to Sign Supplement No. 1 to WSDOT Local Programs State Funding Agreement No. LA-9515 and WSDOT Project Prospectus form for the SR104/Lyon Creek Culvert Project.
2. WSDOT State Funding Agreement Supplement

**Executive Summary**

The Department of Public Works (DPW) seeks to amend an existing funding agreement with WSDOT which supports the design of the L90 Culvert replacement project. This amendment is necessary to reflect changes in the scope and cost of the project described in the original agreement but would not change the amount of state funding committed to the project.

**Background**

The City received an appropriation of \$540,000 from the state legislature in 2017 to support the design of a project that included replacement of four Lyon Creek culverts. The City subsequently executed a funding agreement with WSDOT in 2018. The project scope described in the funding agreement included replacement of two City-owned culverts, one WSDOT-owned culvert, and one culvert immediately downstream of the WSDOT culvert on private property. Right of Way acquisition challenges inspired the City to delegate approximately half of the project scope (the culverts on state property and abutting private property) to WSDOT in 2018. WSDOT is currently advancing the design

of this project and intends to construct it in 2024. Right of Way acquisition challenges also inspired the City to remove a third, City-owned culvert from the project scope in 2022. These scope changes must be memorialized in the enclosed WSDOT-standard forms including supplemental agreement and revised project prospectus. WSDOT has reviewed these proposed agreement forms and is amenable to the project changes described therein.

**Fiscal & Policy Implications**

There are no significant fiscal implications to this proposal. Executing the supplemental agreement would not alter the amount of state funding (\$540,000) supporting project design costs. This grant does not require a local matching contribution.

**Alternatives**

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> <li>• Adopt Resolution</li> </ul>	<p>The City will execute the enclosed WSDOT supplemental agreement and sign the enclosed project prospectus form. This will ensure the City’s future grant progress billings supporting project design costs may be approved by WSDOT.</p>
<ul style="list-style-type: none"> <li>• No Action</li> </ul>	<p>Failure to amend the funding agreement per the project’s scope changes would prevent WSDOT’s ability to approve the City’s future grant progress billings. This project’s design costs are funded entirely by state grants, including this WSDOT grant and a separate grant administered by the WA Department of Commerce. The City’s ability to support ongoing project design costs would be jeopardized by this action.</p>

**Staff Recommendation**

Review the proposed supplemental agreement and prospectus and provide staff with any additional questions or feedback.



**RESOLUTION NO. 23-1886**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN SUPPLEMENT NO. 1 TO WSDOT LOCAL PROGRAMS STATE FUNDING AGREEMENT NO. LA-9515 AND WSDOT PROJECT PROSPECTUS FORM FOR THE SR104/LYON CREEK CULVERT PROJECT.**

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**WHEREAS**, the City executed state funding agreement number LA-9515 with the WA Department of Transportation (WSDOT) in 2018 to support design of several Lyon Creek culvert replacements; and

**WHEREAS**, the scope of the project described in the original funding agreement has been reduced to the extent that WSDOT requires an update to the agreement and associated project prospectus form to reflect the changes; and

**WHEREAS**, the executing the supplemental funding agreement will not change the amount of state funding supporting the City's project or otherwise impact the City's ability to complete the remaining scope of the project;

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign Supplement No. 1 to WSDOT Local Programs State Funding Agreement LA-9515 and WSDOT Project Prospectus form included herewith as Attachment 1.

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this ##th day of ####, 202#.

APPROVED:

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Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

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Matthew McLean  
City Clerk

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



**Supplement - Local Programs  
State Funding Agreement**

Agency City of Lake Forest Park		Supplement Number
Project Number HLP-0104(060)	Agreement Number LA-9515	1

All provisions in the AGREEMENT identified above remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

**Project Description**

Name SR104 / Lyon Creek Culvert

Location 3400± NE 185th St

Description of Work  No Change

Replace culvert that conveys Lyon Creek under NE 185th St. The scope of work has been reduced from the scope described in the existing funding agreement. See attached document for additional information.

**Reason for Supplement**

Revised description of work and local funding. See attached explanation.

Type of Work	Estimate of Funding				
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated State Funds
PE a. Agency	\$ 408,000.00	-\$ ,286,400.00	\$ 121,600.00	\$ 121,600.00	
b. Other Consultant	\$ 2,202,000.00	-\$ 1,599,400.00	\$ 602,600.00	\$ 62,600.00	\$ 540,000.00
c. Other Permitting, Bid Ad		\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	
d. State Services	\$ 10,000.00	\$ 0.00	\$ 10,000.00	\$ 10,000.00	
e. Total PE Cost Estimate (a+b+c+d)	\$ 2,620,000.00	-\$ 1,878,300.00	\$ 741,700.00	\$ 201,700.00	\$ 540,000.00
RW f. Agency					
g. Other					
h. Other					
i. State Services					
j. Total R/W Cost Estimate (f+g+h+i)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
CN k. Contract					
l. Other					
m. Other					
n. Other					
o. Agency					
p. State Services					
q. Total CN Cost Estimate (k+l+m+n+o+p)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
r. Total Project Cost Estimate (e+j+q)	\$ 2,620,000.00	-\$ 1,878,300.00	\$ 741,700.00	\$ 201,700.00	\$ 540,000.00

**AGENCY**

BY: \_\_\_\_\_

Title: Mayor

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

**STATE**

BY: \_\_\_\_\_

Director, Local Programs

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



**Local Agency Federal Aid  
Project Prospectus**

Prefix	Route	( )	Date	1/30/2023
Federal Aid Project Number	HLP-0104(060)		DUNS Number	023092638
Local Agency Project Number	LFP-1	( WSDOT Use Only )	Federal Employer Tax ID Number	91-6019059

Agency City of Lake Forest Park	CA Agency Yes <input checked="" type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 Other		
Project Title SR104 / Lyon Creek Culvert		Start Latitude N 47.762898	Start Longitude W -122.292236	
		End Latitude N 47.762578	End Longitude W -122.212952	
Project Termini From-To NE 185th St NE 185th St		Nearest City Name Lake Forest Park		Project Zip Code (+4) 98155-2556
Begin Mile Post	End Mile Post	Length of Project 0.035 miles	Award Type <input checked="" type="checkbox"/> Local Local Forces State Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number 0658	County Number 17
		County Name King		
WSDOT Region North Central Region	Legislative District(s) 46	Congressional District(s) 7		Urban Area Number 1

Phase	Total Estimated Cost	Local Agency Funding	Federal Funds	Phase Start Date	
	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	Month	Year
P.E.	741,700	201,700	540,000	December	2018
R/W	188,000	188,000		May	2023
Const.	2,757,040	2,757,040		January	2025
<b>Total</b>	<b>3,686,740</b>	<b>3,146,740</b>	<b>540,000</b>		

<b>Description of Existing Facility (Existing Design and Present Condition)</b>	
Roadway Width 24 feet	Number of Lanes 2

Existing culvert is undersized for passage of large debris during large storm events per WDFW design criteria. Replacment is necessary to meet fish passage standards and enable future transportation improvements.

<b>Description of Proposed Work</b>
Description of Proposed Work (Attach additional sheet(s) if necessary)
Replacement of the culvert that conveys Lyon Creek under NE 185th St. Replacement of the culverts at SR104, private property, and 35th Ave NE have been removed from the scope. See attached explanation.

Local Agency Contact Person Andrew Silvia	Title Senior Project Manager	Phone 206-957-2836
Mailing Address 17425 Ballinger Way NE	City Lake Forest Park	State WA
	Zip Code 98155	
Project Prospectus	By _____ Approving Authority	
	Title _____	Date _____

Agency City of Lake Forest Park	Project Title SR104 / Lyon Creek Culvert	Date 1/30/2023
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**Type of Proposed Work**

Project Type (Check all that Apply)

<input type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	<input type="checkbox"/> 3-R	Roadway Width 24	Number of Lanes 2
<input checked="" type="checkbox"/> Reconstruction	<input type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R		
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input type="checkbox"/> Other		
<input type="checkbox"/> Bridge				

**Geometric Design Data**

Description	Through Route	Crossroad
<b>Federal Functional Classification</b>	<input type="checkbox"/> Urban	<input type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Rural	<input type="checkbox"/> Minor Arterial
	<input type="checkbox"/> NHS	<input type="checkbox"/> Collector
		<input type="checkbox"/> Major Collector
		<input type="checkbox"/> Minor Collector
	<input checked="" type="checkbox"/> Local Access	<input checked="" type="checkbox"/> Principal Arterial
		<input type="checkbox"/> Minor Arterial
		<input type="checkbox"/> Collector
		<input type="checkbox"/> Major Collector
		<input type="checkbox"/> Minor Collector
		<input type="checkbox"/> Local Access
Terrain	<input type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	30	30
Design Speed	30	30
Existing ADT	3000	16,000
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

**Performance of Work**

Preliminary Engineering Will Be Performed By	Others	Agency
Consultant Engineer (design, permit app review), WSDOT (review), & Agency (PM)	84 %	16 %
Construction Will Be Performed By	Contract	Agency
Contractor	100 %	%

**Environmental Classification**

Class I - Environmental Impact Statement (EIS)

Project Involves NEPA/SEPA Section 404 Interagency Agreement

Class III - Environmental Assessment (EA)

Project Involves NEPA/SEPA Section 404 Interagency Agreements

Class II - Categorically Excluded (CE)

Projects Requiring Documentation (Documented CE)

Environmental Considerations

Within the project limits there is a former fuel filling station and home heating oil supply business. In 1996 the property was subject to flooding from Lyon Creek resulting in the collapse of a culvert and damage to the tanks and piping. There is an indeterminate amount of environmental remediation work left to accomplish, including the investigation of possible underground storage tanks still buried on the site and within the limits of the project area. These efforts will be completed by WSDOT as part of its adjacent project to replace the Lyon Creek culvert crossing of SR104 and the collapsed culvert on private property.

Agency City of Lake Forest Park	Project Title SR104 / Lyon Creek Culvert	Date 1/30/2023
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**Right of Way**

<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Needed <input checked="" type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
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**Utilities**

No utility work required

All utility work will be completed prior to the start of the construction contract

All utility work will be completed in coordination with the construction contract

**Railroad**

No railroad work required

All railroad work will be completed prior to the start of the construction contract

All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Adjustments to grade for 155 linear feet of sanitary sewer main will be necessary to accommodate a deeper culvert structure.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project?  Yes    No

Remarks

Kenmore Air Harbor is located 1.64 miles from project location.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Date \_\_\_\_\_ Agency  
By \_\_\_\_\_ Mayor/Chairperson

### Description of Proposed Work (continued)

The original (2017) project scope described in state funding agreement LA-9515 included replacement of four Lyon Creek culverts, including (in upstream to downstream order):

- Culvert #1: Culvert crossing of SR 104 (Ballinger Way NE)
- Culvert #2: Culvert crossing of private property at 18503 Ballinger Way NE, immediately downstream of Culvert #1.
- Culvert #3: Culvert crossing of NE 185<sup>th</sup> St, immediately downstream of Culvert #2.
- Culvert #4: Culvert crossing of 35<sup>th</sup> Ave NE, approximately 250 linear feet downstream of Culvert #3.

At that time, the City of Lake Forest Park (City) and WSDOT planned to execute an agreement that would have enabled the City to serve as the lead agency for the project with WSDOT providing funding support for the portion of the project for which it was financially responsible (Culvert #1 and a portion of Culvert #2). This planned agreement was abandoned in 2018. As then-City-Engineer Neil Jensen described in a 11/29/2018 email to WSDOT staff (Jeff Davies), early project design development and communication with the private owner of Culvert #2 revealed that ROW acquisition challenges were beyond the City's capacity to address. At that point, WSDOT and the City agreed to separate the original project scope into separate projects. WSDOT is currently advancing its project to replace Culverts #1 and #2, while the City advances the project to replace Culverts #3 and #4. This change to the scope of funding agreement LA-9515 has not been memorialized via supplemental agreement until now.

A second, more recent change to the project scope was made in Summer 2022 as the City advanced the work to design the replacement of Culverts #3 and #4. As design of Culvert #4 neared 60% completion, the need to obtain a permanent easement on private property was confirmed and shared with the affected property owner. Upon review of this information, the property owner confirmed their unwillingness to grant easement rights to the City through a negotiated agreement. The project team subsequently determined that the City will not support acquisition of the required easement rights through the condemnation process; therefore, the replacement of Culvert #4 cannot proceed at this time. The City seeks to memorialize the removal of Culvert #4 from the project scope through this supplemental agreement.

The City will continue to advance the work to replace Culvert #3, which remains consistent with the intent of funding that the WA state legislature awarded to the project in 2017; namely, to remove barriers to anadromous fish passage by replacing an undersized Lyon Creek culvert, thereby restoring access to habitat in upstream creek reaches.

# City Administrator Report

## City of Lake Forest Park

Date: March 9, 2023

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

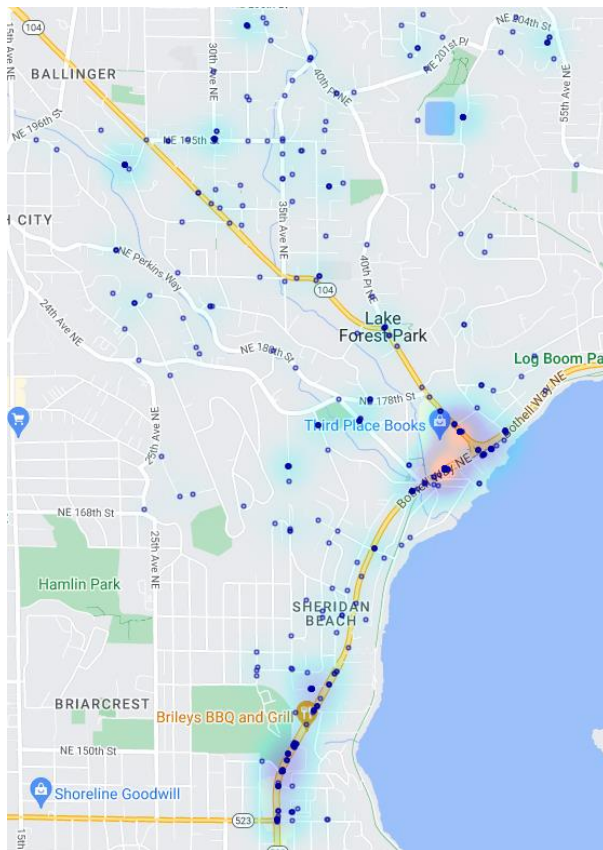
CC: Honorable Mayor Jeff Johnson  
Leadership Team

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

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

### I. Intergovernmental and local issues update.

#### Police Department



Police incidents heatmap for February 2023:

Each blue dot is an incident generated by dispatch or an officer. This map represents **729** incidents in **February**.

#### Notable Calls/Incidents:

Type	Calls
Suspicious Circumstances	61
Welfare Checks	25
Thefts	20
Alarms	12
911	9
Hazards	8
Disturbances	7
Vehicle Prowls	7
Trespass	6
Burglary	6
Hit and Run	6
Traffic Accidents	4



**Notable Calls**

An officer attempted a traffic stop for a transit lane violation during rush hour traffic. The vehicle refused to stop and instead pulled into McDonalds drive-thru. Driver refused to roll down window or move out of drive-thru lane. After several minutes the driver told the officer he felt other cars should have been stopped and not him, so he decided not to stop. Driver cited for obstruction as well as traffic violation.

Officers discovered a vehicle stopped in the roadway with a half-clothed subject passed out behind the wheel. The subject was extremely impaired and covered in Taco Bell food items. A warrant for a blood draw was obtained and the subject was later released.

Officers dispatched to an infant left alone inside a vehicle parked at the mall. Officers were able to locate the mother who indicated she did not want to wake the baby while she shopped.

Officers dispatched to a welfare check. Out of state family had not heard from their mother in several days. Officers were able to make entry and found the subject deceased. Family was notified of the death, in person by their local PD.

Officers responded to reports of a transient screaming outside of a residence for over an hour. The complainant also stated the subject was smoking "some kind" of pipe. Officers contacted the subject who appeared to have mental emotional issues. Subject stated he had some place else to be, refused all offers of assistance and left the area.

Officers dispatched to a 12-year-old who was out of control and armed with a hammer. The parent had locked themselves in a bedroom and the juvenile was using the hammer to get through the door. The juvenile was also reported to have been cutting themselves in the past couple weeks. Officers sent the subject to a hospital for mental health evaluation.

Officers responded to a tree down on a house. The tree had taken out power/phone lines as it fell. Fire also responded to assist. No injuries were reported.

Officers dispatched to another vehicle, blocking the roadway, with the driver passed out behind the wheel. The caller stated the driver's side door was open and the driver was slumped over the wheel, however they did not want to approach the driver. Officers arrived and eventually took the driver into custody. After being processed for DUI, the driver was released.

Officers were dispatched to a female transient who appeared confused and was waving around a large stick. The subject had multiple bags and clothing items thrown around her. Officer provided courtesy transport to Lake City Fred Meyers at the subject's request.

Officers were dispatched to a local apartment complex. For several weeks the same subject has been stealing mail from apartment mailboxes. The apartment manager provided video of the subject taking mail. Investigation ongoing.

Officers contacted owners of large RV parked on a side street. The subjects stated they were working on the RV and replacing flooring. Officer indicated the RV did not appear operational. Subjects advised of parking laws.

The department has received multiple calls, emails, and walk in complaints regarding RV's parked at the mall. All complainants have been advised that the mall is private property, and as long as the mall allows the vehicles to park there, no laws are being broken and the RV's are allowed to stay.

Officers responded to multiple calls regarding damaged locking mailboxes and stolen mail. A suspect vehicle was seen in the area; investigation is ongoing.

Officers responded to a suicidal juvenile who had cut himself with a razor blade. Juvenile stated he wasn't trying to hurt himself; he had accidentally cut too deep and was frightened by the amount of blood. Juvenile transported to hospital for evaluation.

Officers responded to attempted shoplift at Ross. Officer contacted subjects who were acting suspiciously inside the store. When contacted by officers, they removed over \$1,000 worth of merchandise from their cart, purchased two small items, then left the store.

Graffiti was located on SR522. Photographs were taken of the graffiti and Public Works was notified for clean-up.



Officers responded to a residential burglary. Homeowner discovered garage had been left open overnight. A gun safe, ammo and gear were taken, with an approximate loss of 10k – 20k.

Officer located stolen vehicle and notified the owner. Officer advised the owner to pick it up as soon as possible. More than 24 hours later the owner arrived and discovered a subject sitting in her vehicle. The vehicle left the area before PD arrived for second report.

Officers located a subject riding a bike committing several violations. The subject was stopped and found to have warrants and a backpack full of mail stolen from the neighborhood.

### **Police Chaplain**

The police department is pleased to announce that we have an additional Police Chaplain to add to the team! Chaplain (Eric) Trout started February 15. Some of the staff know Eric as he worked as a chaplain for King County Sheriffs Dept and was a partner with Northshore Fire. Chaplain Trout is a Pastor at Freedom Church Northwest and has experience in family counseling and youth. He also is a father of 7! In the next few months, Chaplain Trout will be going on ride-a-longs to build relationships with the staff.

A police chaplain may be brought on scene to support our first responders, and their families during difficult times. Much like the police service, police chaplains are available 24/7, including weekends and holidays. The service chaplains provide to our officers –and to our community as a whole—is extremely important, and I am very grateful that Chaplain Trout decided to join the Lake Forest Park Police Department family. I strongly believe that chaplaincy programs can support a culture where officers feel comfortable seeking help and finding support, and I also know that chaplaincy programs can also serve as support systems for officers following critical incidents and other traumatic event on- or off-duty. He will continue to provide a great service to our staff and the community. Now we have another resource for our officers and the community. Congrats and welcome him to our staff!

### City Employee Training



Over the last couple of months, Lt. Zanella conducted classes to our city staff on active shooter training based on the CRASE model. CRASE training is a program designed to provide individuals with the knowledge and skills to effectively respond to an active shooter situation. The program was developed by the Advanced Law Enforcement Rapid Response Training (ALERRT) Center at Texas State University, and it is intended for use by law enforcement agencies, schools, businesses, and other organizations.

During training, participants learn about the common behaviors and characteristics of active shooters, as well as strategies for responding to an incident. The training covers topics such as situational awareness, emergency planning, and methods for minimizing casualties. Overall, the goal of CRASE training is to empower individuals to take action in the event of an active shooter incident, with the aim of saving lives and minimizing harm.



## II. Internal City Information

## III. Council Information

## IV. Response to Citizen and Council Comments

## V. Contract Reporting

Nothing new to report.

**VI. Legislative Update**

**VII. Community Events**

**[Community Emergency Response Training - Session 3 of 3](#)**

March 11, 2023, 8:00 AM - 5:00 PM @ Northshore Fire Department Headquarters Station 51

**VIII. Upcoming City Sponsored Events**

**[Coffee with the Mayor](#)**

March 18, 2023, 9:30 AM - 10:30 AM @ City Hall

**IX. Meetings Calendar**

**[Planning Commission Regular Meeting \(hybrid meeting\)](#)**

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

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

March 16, 2023, 6:00 PM - 7:30 PM @ City Hall and via Zoom

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

March 20, 2023, 6:00 PM - 7:30 PM @ City Hall and via Zoom

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

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

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

March 23, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom)