



LAKWOOD CITY COUNCIL AGENDA

Monday, August 17, 2015

7:00 P.M.

City of Lakewood

City Council Chambers

6000 Main Street SW

Lakewood, WA 98499

Page No.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS AND PRESENTATIONS

Business Showcase – RMG Club Oakbrook – *Mr. Michael Moore, CEO*

PUBLIC COMMENTS

C O N S E N T A G E N D A

- (4) A. Approval of the minutes of the City Council meeting of August 3, 2015.
- (10) B. Approval of the minutes of the City Council Study Session of August 10, 2015.
- (14) C. Items Filed in the Office of the City Clerk:
 - 1. Landmarks & Heritage Advisory Board meeting minutes of June 25, 2015.
 - 2. Arts Commission meeting minutes of May 4, 2015.

The Council Chambers is accessible to persons with disabilities. Equipment is available for the hearing impaired. Persons requesting special accommodations or language interpreters should contact the City Clerk's Office, 589-2489, as soon as possible in advance of the Council meeting so that an attempt to provide the special accommodations can be made.

<http://www.cityoflakewood.us>

City Hall will be closed 15 minutes after adjournment of the meeting.

R E G U L A R A G E N D A**ORDINANCES**(19) Ordinance No. 615

Vacating a portion of Bridgeport Way SW and Lakewood Drive SW right-of-way. – *Public Works Director*

(25) Ordinance No. 616

Vacating a portion of 100th Street SW right-of-way. – *Public Works Director*

NEW BUSINESS(31) Motion No. 2015-39

Authorizing the execution of an amendment to the agreement with Transpo Group, in the amount of \$20,000 for a total of \$60,000, for on-call traffic and transportation engineering services. – *Public Works Director*

(44) Motion No. 2015-40

Authorizing the execution of an interlocal agreement with the Town of Steilacoom, in the amount of \$312,000, for design improvements on Steilacoom Boulevard from Puyallup Street to Phillips Road. – *Public Works Director*

(53) Motion No. 2015-41

Authorizing the execution of an agreement with Cascade Right-of-Way Services, Inc., in an amount not to exceed \$77,580, for right-of-way valuation and acquisition services relative to the Steilacoom Boulevard safety project. – *Public Works Director*

REPORTS BY THE CITY MANAGER

(63) 1. Review of Motor Avenue proposals. – (Memorandum)

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CITY COUNCIL COMMENTS

ADJOURNMENT

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LAKWOOD CITY COUNCIL MINUTES

Monday, August 3, 2015
City of Lakewood
City Council Chambers
6000 Main Street SW
Lakewood, WA 98499

CALL TO ORDER

Mayor Anderson called the meeting to order at 7:01 p.m.

ROLL CALL

Councilmembers Present: 6 – Mayor Don Anderson; Deputy Mayor Jason Whalen; Councilmembers Mary Moss, Mike Brandstetter, John Simpson and Marie Barth.

Councilmember Excused: 1 – Councilmember Paul Bocchi.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led Mayor Anderson.

PROCLAMATIONS AND PRESENTATIONS

Clover Park School District Board Report.

Clover Park School District (CPSD) Board Director Vlaming reported that the first day of school is September 2, 2015. He then provided an update on school construction projects.

PUBLIC COMMENTS

Speaking before the Council were:

Shane Simmons, Studio Fitness, presented a \$8,000 check to the City for the City's healthy start program from a health run that Studio Fitness hosted.

Dennis Haugen, Lakewood resident, showed a video of Governor Nikki Haley on how to develop economic development.

Glen Spieth, Lakewood resident, spoke about considering the issuance of bicycle licenses similar to vehicle licenses when roads are also accommodating bicycle lanes.

Jordan Michelson, Lakewood resident, spoke about marijuana licensing and opening a highly regulated store.

Charles Ames, Lakewood resident, spoke about the Salary Commission decision to increase Council salaries when City staff positions were lost in the last budget.

Kurt Sample, Lakewood's Promise Coordinator, expressed his appreciation to Shane Simmons from Studio Fitness for supporting the healthy start program.

C O N S E N T A G E N D A

- A. Approval of the minutes of the City Council meeting of July 20, 2015.
- B. Approval of the minutes of the City Council Study Session of June 27, 2015.
- C. Approval of payroll checks, in the amount of \$2,253,829.16, for the period June 16, 2015 through July 15, 2015.
- D. Approval of claim vouchers, in the amount of \$2,097,166.37, for the period June 16, 2015 through July 15, 2015.
- E. Items Filed in the Office of the City Clerk:
 - 1. Parks and Recreation Advisory Board meeting minutes of May 27, 2015.
 - 2. Planning Commission meeting minutes of June 17, 2015.
 - 3. Salary Commission meeting minutes of July 1, 2015 and July 21, 2015.
- F. Motion No. 2015-36

Appointing Charles Ames, Ermine Fuller, Jr., Alan Hart and Robert Saul to serve on the Public Safety Advisory Committee through August 6, 2018.
- G. Motion No. 2015-37

Appointing members of the Youth Council for the 2015-2016 school year and appointing Marcos Vieyra to serve on the Lakewood's Promise Advisory Board as the Youth Council representative.

COUNCILMEMBER BRANDSETTER REQUESTED THAT ITEM G. MOTION NO. 2015-37 BE REMOVED FROM THE CONSENT AGENDA TO THE REGULAR AGENDA.

COUNCILMEMBER MOSS MOVED TO ADOPT ITEM NOS. A-F OF THE CONSENT AGENDA AS PRESENTED. SECONDED BY DEPUTY MAYOR WHALEN. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

R E G U L A R A G E N D A

G. Motion No. 2015-37

Appointing members of the Youth Council for the 2015-2016 school year and appointing Marcos Vieyra to serve on the Lakewood’s Promise Advisory Board as the Youth Council representative.

Incoming Youth Councilmembers in the audience being considered for appointment were asked to introduce themselves.

COUNCILMEMBER BRANDSTETTER MOVED TO ADOPT ITEM G. (MOTION NO. 2015-37) AS PRESENTED. SECONDED BY COUNCILMEMBER MOSS. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

PUBLIC HEARINGS AND APPEALS

This is the date set for a public hearing on vacating a portion of Bridgeport Way and Lakewood Drive right-of-way.

Speaking before the Council were:

Dennis Haugen, Lakewood resident, spoke about listing the square footage of the proposed vacation.

David Krueger, Wig properties/Lakewood Place, spoke about the request for the street vacation.

There being no further testimony, the hearing was declared closed.

This is the date set for a public hearing on vacating a portion of 100th Street right-of-way.

Speaking before the Council were:

Dennis Haugen, Lakewood resident, spoke about listing the square footage of the proposed vacation.

David Krueger, Wig properties/Lakewood Place, spoke about the request for the street vacation.

There being no further testimony, the hearing was declared closed.

UNFINISHED BUSINESS

Motion No. 2015-31 authorizing the execution of an agreement with Pierce College, Clover Park School District, Clover Park Technical College, Boys and Girls Club of South Puget Sound, YMCA of Pierce and Kitsap Counties, St. Clare Hospital, Communities in Schools of Lakewood, Pierce County Library, JBLM and others relative to the Lakewood's Promise Program.

COUNCILMEMBER MOSS MOVED TO CONTINUE MOTION NO. 2015-31 TO THE SEPTEMBER 21, 2015 REGULAR CITY COUNCIL MEETING. SECONDED BY COUNCILMEMBER SIMPSON. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

NEW BUSINESS

Motion No. 2015-38 authorizing the execution of an agreement with CenturyLink, in the amount of \$61,409.40, for constructing a joint conduit system along Lakewood Drive between 100th Street and 95th Street SW relative to the Signal Upgrade – Intelligent Transportation System Phase 4B Project.

DEPUTY MAYOR WHALEN MOVED TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH CENTURYLINK, IN THE AMOUNT OF \$61,409.40, FOR CONSTRUCTING A JOINT CONDUIT SYSTEM ALONG LAKEWOOD DRIVE BETWEEN 100TH STREET AND 95TH STREET SW RELATIVE TO THE SIGNAL UPGRADE- INTELLIGENT TRANSPORTATION SYSTEM PHASE 4B PROJECT. SECONDED BY COUNCILMEMBER MOSS. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

REPORTS BY THE CITY MANAGER

City Manager Caulfield reported that staff is working on the Six Year Financial Forecast report and it is scheduled for the September 14, 2015 Council Study Session.

He reported on a meeting City staff held with Tacoma Rail regarding the opening of D to M Street for freight purposes that could potentially come to Lakewood via the Pt. Defiance Bypass Rail. He explained that staff and the City of Tacoma are not in

favor of freight train traffic and Tacoma Rail will be seeking approval from Washington DC to not pursue freight trains running into Lakewood.

He noted that the State Legislature has actually awarded \$250,000 for the Waughop Trail project, the amount the City initially requested, and not \$360,000.

He reported that Governor Inslee is not moving forward with a carbon fuel tax. He is considering a cap on emissions and planning to launch a rule making on this concept.

He then provided an update about the donor who offered to donate a former gas station in Woodbrook to the City. He explained that the City learned that the donor doesn't officially have legal ownership to the property and the donor indicated he did not want to partner with the City to conduct a soils study. The City inspected the property and because of the condition of the property it has been added to the City's abatement list.

He then reported that the Sound Transit Board was sent a letter of Lakewood's desires relative to the Sound Transit 3 package and City staff is working with neighboring cities to see what can be done and get a better understanding of the process.

He noted that the Parks and Recreation Advisory Board has made a recommendation for a gathering place at Ft. Steilacoom Park and their recommendation will be presented to the City Council on September 21, 2015. The Lakewood Rotary is interested in taking the lead in this project.

He reported that he and Interim Chief Zaro attended the Tacoma Ministerial Alliance Hate Won't Win event yesterday and spoke about the speakers at that event.

He reported on the following meetings and events:

- August 4, National Night Out
- August 5, 10:00 AM, JBLM Base Commander Change of Command Ceremony – COL H. Charles Hodges to COL Daniel Morgan, Hangar 3 on McChord Field
- August 8, 1:00 PM to 4:00 PM, 18th Annual Polynesian LUAU, Asia Pacific Cultural Center 4851 South Tacoma Way, Tacoma
- August 11, 10:00 AM, JBLM Deputy Base Commander Change of Command Ceremony – COL Tony Davit to COL Will Phillips, JBLM

CITY COUNCIL COMMENTS

Councilmember Barth indicated that she had a conflict on August 15, 2015 and asked if any Councilmember will be attending the Washington Korean Association event. Councilmember Brandstetter indicated that he is planning to attend the event.

Deputy Mayor Whalen commented on the Salary Commission minutes and explained that the Council created an independent commission to take it away from a political process and to have it be a citizens' process. He noted that there was opportunity for public input in the process.

Councilmember Simpson reported that the Landmarks & Heritage Advisory Board has designated four historic Ft. Steilacoom buildings as a community designation. He then spoke about his tour of businesses in Oakbrook, and the name of Officer Ken Devaney was mentioned several times as one of the best Police representative in Oakbrook. He noted that he will be attending the Tillicum Neighborhood Association meeting.

Mayor Anderson commented on the Habitat for Humanity storefront ribbon cutting ceremony he attended. He also commented on a RallyPoint 6 event he participated in relative to bring services to veterans. He then commented on an event he attended for Colonel Hodges and the meeting he attended with WSDOT today.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:10 p.m.

DON ANDERSON, MAYOR

ATTEST:

ALICE M. BUSH, MMC
CITY CLERK



LAKWOOD CITY COUNCIL STUDY SESSION MINUTES

Monday, August 10, 2015
City of Lakewood
City Council Chambers
6000 Main Street SW
Lakewood, WA 98499

CALL TO ORDER

Deputy Mayor Whalen called the meeting to order at 7:01 p.m.

ROLL CALL

Councilmembers Present: 6 –Deputy Mayor Jason Whalen; Councilmembers Mary Moss, Mike Brandstetter, John Simpson, Marie Barth and Paul Bocchi.

Councilmembers Excused: 1 - Mayor Don Anderson.

State Legislators Present: 3- Senator Steve Conway, Representatives Steve Kirby and Dick Muri.

ITEMS FOR DISCUSSION:

Proclamation recognizing Senator Steve O’Ban, Representatives Christine Kilduff and Dick Muri of Legislative District 28 and Senator Steve Conway and Representatives Steve Kirby and David Sawyer of Legislative District 29 for supporting the City of Lakewood’s 2015-2017 Legislative Agenda.

DEPUTY MAYOR WHALEN AND COUNCILMEMBERS PRESENTED PROCLAMATIONS TO SENATOR STEVE CONWAY AND REPRESENTATIVES STEVE KIRBY AND DICK MURI RECOGNIZING SENATOR STEVE O’BAN, REPRESENTATIVE CHRISTINE KILDUFF AND DICK MURI OF LEGISLATIVE DISTRICT 28 AND SENATOR STEVE CONWAY AND REPRESENTATIVES STEVE KIRBY AND DAVID SAWYER OF LEGISLATIVE DISTRICT 29 FOR SUPPORTING THE CITY OF LAKEWOOD’S 2015-2017 LEGISLATIVE AGENDA.

Senator Conway, Representatives Steve Kirby and Dick Muri commented on the past Legislative session and that over \$2 billion was allocated to Pierce County projects.

Overview of the 2015 Legislative Session.

Ms. Briahna Taylor, Gordon Thomas Governmental Affairs, Lobbyist, thanked the 28th and 29th District Legislators, Councilmembers and City Staff for their work in this Legislative Session. She reported that the Council will be working on the 2016 Legislative Session starting with a Council's Retreat in October, 2015.

Discussion ensued on the Special Commitment Center releases being sent back to their county of origin and how impactful will this measure be (a more effective monitoring system needs to be put in place); work of the veterans coalition; how this Session's legislative funding will have tangible benefits for many years to come; that the 2016 Supplemental Budget session will likely focus on K-12 education; and legislation on the use of body cameras for Police Officers relative to public disclosure and retention requirements.

REPORTS BY THE CITY MANAGER

City Manager Caulfield reported that with regard to Sound Transit 3, three of four Lakewood requested items will be advanced to the Sound Transit Board. Under review is the matter concerning the transfer of the security agreement at the Lakewood Station to Sound Transit.

On the economic development front, InterMountain hotel is planning for a second hotel in the future. Starbucks is interested in locating at 100th and Bridgeport Way. With regard to the Motor Avenue urban design project, four submittals were submitted and will be presented to Council. SSMCP's business and community survey will be sent out this week. The Northwest Defense forum will be held at the American Lake Conference Center. The Joint Land Use Study is scheduled for completion on September 30, 2015. The SSMCP Steering Committee annual forum will be held on August 28, 2015 and the elected officials annual forum will be held on November 12, 2015 at 7:30 a.m. He reported that the Parks and Recreation Department's \$250,000 Youth Athletic Facilities grant application for Ft. Steilacoom park improvements is among 64 applications that were submitted. The Pierce County Council is scheduled to consider approval of the Springbrook Park acquisition proposal. On August 7, 2015, the City issued a denial of a business license for Golden Lion. Golden Lion was given until August 20, 2015 to remedy the violations cited. Pending public nuisance action is scheduled for abatement.

He then provided an update on several road construction projects as well as the Woodbrook sewer project.

He reported that Assistant City Manager Bugher attended the Clover Park School District Board meeting tonight where the Board discussed a capital bond levy in 2018. City staff provided an update relative to Oakwood and Lake City Elementary Schools and Woodbrook Middle School. The District indicated that they had received appraisals for all three schools. They are planning to demolish Oakwood and Lake City elementary schools in the next month or two.

Discussion ensued on a letter Council received about a business license that was six months late and how many non-renewal business licenses does the City have; and having a discussion about the Gravelly Lake Drive overlay schedule with the complete streets discussion.

ITEMS TENTATIVELY SCHEDULED FOR THE AUGUST 17, 2015 REGULAR CITY COUNCIL MEETING:

1. Business Showcase- RMG Club at Oakbrook, *Mr. Michael Moore, CEO*
2. Vacating a portion of Bridgeport Way and Lakewood Drive right-of-way.
3. Vacating a portion of 100th Street SW right-of-way.
4. Authorizing the execution of an amendment to the agreement, with Transpo Group, in the amount of \$20,000 for a total of \$60,000, for on-call engineering services.
5. Authorizing the execution of an agreement with the Town of Steilacoom relative to improvements on Steilacoom Boulevard from Puyallup Street to Phillips Road.

CITY COUNCIL COMMENTS

Councilmember Moss reported that she attended the August 5, 2015 Colonel Hodges Change of Command ceremony. She then commented on the airmen awards ceremony she attended. She noted that she attended the Polynesian luau over the weekend.

Councilmember Simpson commented on the Tillicum Neighborhood Association meeting he attended last week.

Deputy Mayor Whalen commented on the August 4, 2015 National Night Out events. He commented on an open house penthouse project he attended for walkable livable communities.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:35 p.m.

JASON WHALEN, DEPUTY MAYOR

ATTEST:

ALICE M. BUSH, MMC
CITY CLERK



LANDMARKS & HERITAGE ADVISORY BOARD

June 25, 2015 Minutes
Third Floor Executive Conference Room
6000 Main Street SW
Lakewood, WA 98499

CALL TO ORDER

The meeting was called to order by Ms. Stephanie Walsh, Chair, at 6:01 p.m.

MEETING PROTOCOL

Roll Call

Landmarks & Heritage Advisory Board Members Present: Stephanie Walsh, Chair;
Glen Spieth, Vice-Chair; Joan Cooley, Beth Campbell, Dennis Dixon and Bob Jones

Landmarks & Heritage Advisory Board Members Excused: Bill Harrison and Walter Neary

Landmarks & Heritage Advisory Board Members Absent: None

Council Liaison to LHAB: Councilmember John Simpson

Staff Present: Dan Catron, Planning Manager; Karen Devereaux, Administrative Assistant

Acceptance/Changes to Agenda

Ms. Stephanie Walsh, Chair, suggested a change to the agenda. An email response was received from Clover Park School District Superintendent, Ms. Debbie LeBeau, regarding the Little Red School House and Ms. Stephanie Walsh, Chair, wanted to share it with the board during the unfinished business segment.

Mr. Dennis Dixon made the motion to accept this change. The motion second was made by Ms. Joan Cooley. A voice vote was taken and the motion carried unanimously.

Approval of Minutes

Ms. Stephanie Walsh, Chair, opened the floor asking if there were any additions, changes or modifications to the April 23, 2015 meeting minutes. **Mr. Glen Spieth, Vice-Chair, made the motion to approve the minutes as written. The motion was seconded by Ms. Beth Campbell. A voice vote was taken and the motion carried unanimously.**

Announcements

Mr. Glen Spieth, Vice-Chair, informed the board he has had to delay the placement of the large boulder markers selected for the Heath Farms and Thornewood Castle sites due to scheduling problems with larger equipment being needed. He is in the process of completing plaques for the following list of sites: Colonial Center, Lakewood Golf & Country Club, Mountain View Cemetery, Griggs House, and Byrd School.

Ms. Stephanie Walsh, Chair, commented how she is very pleased and enjoys seeing the visitors stop at Lakewood Gardens to read the historical site plaque Mr. Glen Spieth had placed near the entrance.

PUBLIC COMMUNICATIONS

None

UNFINISHED BUSINESS

Historic Ft. Steilacoom Designation Request

Mr. Dan Catron shared he had found the original Lakewood Historic Register Nomination Form started by Mr. Steve Dunkelberger. The form was sent to Mr. Ken Morgan, who made the request for designation as a community landmark the four remaining buildings of Fort Steilacoom located on the campus of Western State Hospital, to be checked for accuracy. Mr. Dennis Dixon commented that they should have a letter stating the Department of Social and Health Services (DSHS) has no objections. Mr. Dan Catron felt a copy of the email would suffice for such purposes.

Mr. Dan Catron explained the filing of the form requires a 30 day written notice to the property owner and applicant, as well as a 10 day notice published in the paper prior to the board holding a public notice and vote on such a designation. The group agreed to hold the next meeting on the fifth Thursday of the month, July 30th, to allow the proper timeframe. The group discussed the form line by line to clarify their own understanding and accuracy. It was decided to add a checkmark to the lines #7 and #19 before the public hearing and acceptance of the form.

Ms. Stephanie Walsh, Chair, requested Mr. Dan Catron get the notice written and mailed as well as public hearing notice published in a timely fashion to propel this project to the finish.

Response from Email Offer to Help Little Red School House

Ms. Stephanie Walsh, Chair, read aloud from an email she sent to Clover Park School District Superintendent, Ms. Debbie LeBeau, where Ms. Walsh offered to help facilitate the grant writing process regarding the moving of the Little Red School House. Ms. Debbie LeBeau responded that "the project is still on their radar". Mr. Dan Catron confirmed CPSD had submitted permits to change bus travel around the school house location on the property.

NEW BUSINESS

Lakewold Sunroom - Introduction

Ms. Stephanie Walsh, Chair, gave the authority of the meeting over to Mr. Glen Spieth, Vice-Chair while she spoke about the Lakewold Garden Sunroom restoration project the board has been reviewing. Copies of artist renderings were provided to the group to facilitate discussion of features that had been decided. Ms. Stephanie Walsh, Chair, explained the picture window beams are rotted on the 1950's structure and not up to code. The current windows are single pane and need to be replaced with insulated panes to meet code. The roof leaks considerably due to rotted beams. The property has a 100-year-old Douglas Fir which has grown dangerously close to the building which they have decided to remove.

When considering what size windows would be required and how the original look could be kept, Mr. Dan Catron suggested speaking with the City Building Official, Leonard Yarberr, to query any special provisions, flexibility or leniency in certain areas of the code because the structure is a historical building. Mr. Dan Catron noted a full scope of the project would need to be made clear. Ms. Stephanie Walsh, Chair, agreed to contact City staff to arrange for meeting with Planning Department, Building Official, her architect Mr. Roger Hansen of HHJ Architecture and Construction, as well as Jennifer Schreck, Consultant and Christian Fynboe, Structural Engineer.

This discussion was closed and meeting authority returned to Ms. Stephanie Walsh, Chair.

Project Ideas for Future Grant Opportunities

Mr. Dan Catron informed board members every CLG in Pierce County received a \$5,000 grant (including LHAB) with no match requirement. It was explained that the receipts must be turned in for reimbursement no later than November 30, 2015. Mr. Dennis Dixon commented on the difficulty in spending the money that quickly with a project requiring a large scope of details. Ms. Stephanie Walsh, Chair, requested suggestions of smaller projects for how the board could use the monies.

Mr. Dan Catron let the group know he has been working on the contract to hire Ms. Jennifer Schreck, Consultant to continue working with the board. He added that the draft contract is with the City's legal department and should be signed soon.

Mr. Glen Spieth, Vice-Chair, advocated rearranging the tour map to include newer markers he is ready to place. He agreed to begin work of identifying sites for submittal to the graphics shop for reprinting.

Mr. Dennis Dixon suggested the blue binder of all the documents and color pictures related to historic preservation and sites be scanned and placed on the website. Mr. Glen Spieth, Vice-Chair, recommended cross-referencing the index for the Lakewood historic properties by both site address and property name.

Ms. Stephanie Walsh, Chair, queried Mr. Dan Catron as to next steps of the process. Mr. Dan Catron advised that they first resolve the contract for Jennifer Schreck, Consultant. Then Ms. Schreck could complete a "road map" for the budget and find out price breaks at different quantities of the items they want to publish with grant monies.

PUBLIC HEARING

None

OTHER

Next Meeting is scheduled for 6:00 p.m. on the fifth Thursday, July 30, 2015.

Agenda Items to include:

- Public hearing for the designation of Historic Fort Steilacoom as a community landmark.
- Projects to apply a \$5,000 County grant.

Meeting Adjourned at 7:08 p.m.

 FOR 7/30/2015
 Stephanie Walsh, Chair
 Landmarks & Heritage Advisory Board

 7/30/2015
 Karen Devereaux, Secretary to the
 Landmarks & Heritage Advisory Board



LAKESWOOD ARTS COMMISSION
REGULAR MONTHLY MEETING
MONDAY, May 4, 2015 4:30 PM TO 6:00 PM
Lakewood City Hall Council Chambers
6000 Main Street SW
Lakewood, WA 98499

CALL TO ORDER

Vice Chair Susan Coulter called the meeting to order at 4:35 pm.

ATTENDANCE:

Arts Commission Members Present: Susan Coulter, Retha Hayward, Marquita Hunt, Robert Lawrence, Connie Perra, Phillip Raschke, Barbara Vest, Jean Witte, William Joy (Youth Council Representative)

Council Liaison: Marie Barth

Arts Commission Member Excused: Kurtiss Erickson, Kathy Flores

Arts Commission Members Absent: Sandra Cavillo, Jeff Greenwell

Guests: Peggy Leach, Sonoro Choral Society

APPROVAL OF MINUTES: Retha Hayward moved and Connie Perra seconded a motion to approve the minutes of the April 6, 2015, meeting. The motion passed.

PUBLIC COMMENT: None

UNFINISHED BUSINESS:

Recruitment:

Welcome! New member Connie Perra.

Public Art

City Hall Art Exhibit: Previous guest and artist Glory Cancro submitted an application for the City Hall Art Exhibit. Retha Hayward moved and Phil Raschke seconded a motion to accept her application to provide artwork for the exhibit. Dennis Higashiyama will contact Ms. Cancro to schedule a time for the hanging.

Gravelly & Washington site for art: Council approved the site at the April 20th Council meeting. A proposed timeline was included in the request with fundraising taking place from April 2015 – March 2016, RFP process from March – June 2016, RFP selection in July 2016, RFP awarded in September 2016, artwork installed by June 2017. The total budget for the project; \$80,000. Approximately \$60,000 must be raised in matching funds. The RFP will be scaled

at \$50k, \$60k, \$70k and \$80k levels. Funds should be solicited from any business that includes "Lakewood" in its' business name.

SummerFEST & Farmers Market stages: Susan Coulter is chairing the entertainment selection committee for these two stages. She is continuing to fill the schedule for the Arts Commission stage at SummerFest. The schedule has been filled for the Farmers Market stage. A volunteer schedule for the Arts Commission stage was passed around for commission members to sign-up for shifts.

ArtsFest: Will be held Saturday & Sunday, May 2nd & 3rd at Pierce College. The next planning meeting will be on Tuesday, April 7th at City Hall in room 1E at 10:00am. The event will be held from 11:00am – 6:00pm on Saturday, and 11:00am-4:00pm on Sunday. The awards will be given on Sunday evening from 3:00-4:00pm.

MayFest: The event is up and running which included stone sculptures, wooden bowls, ikebana and our juried art show. The reception will be held Thursday, May 7th.

Asian Film Festival: The Film Festival will be held at the Lakewood Elks Club, 6313 - 75th Street West, September 5, 6 & 7 (Labor Day weekend). There was a brief discussion on soliciting donations to offset costs. Jean Witte and Phil Raschke will discuss further.

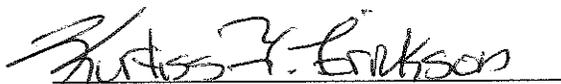
Literary: The "evening with the author" for Pierce County Reads was held on April 24th at the Sharon McGavick Conference Center with approximately 1400 people in attendance. The evening concluded with a brief film clip of the conclusion of the race originally shot as propaganda material for the Nazis.

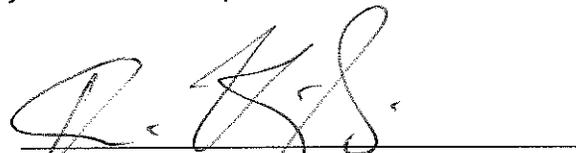
Literacy Month Proclamation: September is National Literacy Month. The Arts Commission would like City Council to do a proclamation to celebrate National Literacy Month in Lakewood.

NEW BUSINESS

None

ADJOURNMENT: The meeting was adjourned at 5:25pm


Kurtiss Erickson, Chair


Dennis Higashiyama, Staff Liaison

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: Aug 17, 2015	TITLE: Ordinance approving the proposed vacation of a portion of Bridgeport Way SW and Lakewood Drive SW right-of-way.	TYPE OF ACTION: <input checked="" type="checkbox"/> ORDINANCE NO. 615 <input type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER
PUBLIC HEARING: Aug 3, 2015		
REVIEW: N/A	ATTACHMENTS: Ordinance No. 615	

SUBMITTED BY: Don Wickstrom, P.E., Public Works Director/City Engineer

RECOMMENDATION: It is recommended that the Mayor and City Council pass an ordinance approving the proposed vacation of a portion of Bridgeport Way SW and Lakewood Drive SW right-of-way.

DISCUSSION: An application for the vacation of a portion of Bridgeport Way SW and Lakewood Drive SW right-of-way was submitted by David Kreuger on behalf of Wig Properties, LLC-LKPL on May 21, 2015. Wig Properties, LLC-LKPL owns the single adjoining parcel and would like to take ownership of the public right-of-way in order to construct additional parking.

A public hearing was held on August 3, 2015. Mr. Dennis Haugen, Lakewood resident, and Mr. David Kreuger, on behalf of the street vacation applicant, were the only speakers at the hearing. Wig Properties, LLC-LKPL supports the vacation with the conditions specified in the Ordinance. The value of the 1,178 sq. ft. vacation area is \$25,327 and is based upon a property valuation of \$21.50 per sq. ft. Staff has not received any objections to the proposed vacation.

ALTERNATIVE(S): The Council may choose to reject the ordinance and deny the request to vacate a portion of Bridgeport Way SW and Lakewood Drive SW right-of-way.

FISCAL IMPACT: The City will benefit from the \$25,327 in sale proceeds to be used for street maintenance purposes.

_____ Prepared by	
_____ Department Director	_____ City Manager Review

ORDINANCE NO. 615

AN ORDINANCE of the City Council of the City of Lakewood, Washington, vacating a portion of Bridgeport Way SW and Lakewood Drive SW.

WHEREAS, the City of Lakewood, Washington, has received a petition signed by owners of at least two-thirds (2/3) of the property abutting a portion of the Bridgeport Way SW & Lakewood Drive SW right-of-way, located within the City of Lakewood, Washington, requesting that the same be vacated; and,

WHEREAS, in conformity with the legal requirements applicable for the vacation of public property, the Lakewood City Council passed Resolution No. 2015-17, setting a public hearing regarding this proposed vacation on August 3, 2015; and,

WHEREAS, pursuant to Lakewood Municipal Code section 12A.12.120, the City Council must consider certain factors prior to authorizing a vacation of public property; and,

WHEREAS, it is the finding of the City Council of the City of Lakewood that vacation is appropriate in this instance after full consideration of the factors stated in LMC 12A.12.120 in that vacation will benefit the public by returning the property to the tax rolls, in that the right of way is not needed for public use or access, and in that conditions are not likely to change in the future as to provide a greater use or need for the right-of-way than presently exists; and,

WHEREAS, the City Council of the City of Lakewood, Washington, has considered all matters presented at the public hearing on the proposed vacation, hearing no objection to this vacation, and does hereby find that the vacation of said property is appropriate and that the transfer of property at issue in this matter in the manner set forth below is in best interests of the public.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON DO ORDAIN as a non-codified ordinance as follows:

- Section 1. The City vacates that portion of Bridgeport Way SW & Lakewood Drive SW right-of-way, located within the City of Lakewood, Washington, legally described as shown in the exhibit attached hereto, marked "Exhibit A" and incorporated herein by this reference, subject to the conditions set forth in Sections 2 through 4 of this Ordinance.
- Section 2. The City shall retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of existing public utilities and services.
- Section 3. The vacation shall be effective upon payment to the City of Lakewood, within 120 days of the date hereof, by the owner of property or assignee adjacent thereto and to be benefited by the vacation, in the amount of \$25,327.00, which represents full appraised value of the net amount (1,178 square feet) of right-of-way to be vacated.
- Section 4. This Ordinance shall be in full force and effect thirty (30) days after publication as required by law. If the condition of transfer as stated in Section 3 is not completed within one hundred twenty (120) days of the effective date of this Ordinance, this Ordinance shall be null and void.

ADOPTED by the City Council this 17th day of August 2015.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Alice M. Bush, MMC, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

Exhibit "A"

Legal description of the Bridgeport Way and Lakewood Drive right-of-way to be vacated:

THAT PORTION OF LAKEWOOD DR AND BRIDGEPORT WAY ADJOINING LOT 24 OF THE PLAT OF M & M SECOND ADDITION, AS RECORDED IN VOLUME 14 OF PLATS AT PAGES 88 AND 89, RECORDS OF PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 24; THENCE SOUTH 47° 57' 38" WEST ALONG THE NORTHWESTERLY LINE THEREOF 125.23 FEET TO THE MOST WESTERLY CORNER THEREOF AND THE TRUE POINT OF BEGINNING, SAID CORNER BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 47° 50' 32" WEST 3,860.00 FEET; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY RIGHT OF WAY OF BRIDGEPORT WAY AND CURVE THROUGH A CENTRAL ANGLE OF 00° 26' 57" AN ARC LENGTH OF 30.26 FEET THE TRUE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 48° 47' 00" EAST 30.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85° 07' 30" AN ARC LENGTH OF 44.57 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 36° 50' 01" EAST 255.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 00' 42" AN ARC LENGTH OF 49.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 63° 31' 02" WEST 693.95 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 14' 35" AN ARC LENGTH OF 27.17 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 61° 16' 27" EAST 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 36' 35" AN ARC LENGTH OF 19.46 FEET; THENCE SOUTH 73° 20' 08" WEST 31.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 17° 35' 03" EAST 44.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 11' 57" AN ARC LENGTH OF 23.96 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 48° 47' 00" WEST 3856.50 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 09' 59" AN ARC LENGTH OF 11.21 FEET; THENCE NORTH 35° 19' 57" EAST 30.45 FEET TO THE TRUE POINT OF BEGINNING

CONTAINING APPROXIMATELY 1,178 SQUARE FEET.

City of Lakewood
Lakewood City Hall
6000 Main Street SW
Lakewood, WA 98499
(253) 589-2489

(Legal Notice)
August 18, 2015

**NOTICE OF ORDINANCE PASSED
BY LAKEWOOD CITY COUNCIL**

The following is a summary of an Ordinance passed by the City of Lakewood City Council on the 17th day of August, 2015.

ORDINANCE NO. 615

AN ORDINANCE of the City Council of the City of Lakewood, Washington,
vacating a portion of Bridgeport Way SW and Lakewood Drive SW.

The ordinance shall be in full force and effect thirty (30) days after publication as required by law. If the condition of transfer as stated in Section 3 is not completed within one hundred twenty (120) days of the effective date of this Ordinance, this Ordinance shall be null and void.

The full text of the Ordinance is available at the City Clerk's Office, Lakewood City Hall, 6000 Main Street SW, Lakewood, Washington 98499, (253) 589-2489. A copy will be mailed out upon request.

Alice M. Bush, MMC, City Clerk

Published in the Tacoma News Tribune: _____

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: Aug 17, 2015	TITLE: Ordinance approving the proposed vacation of a portion of 100 th Street SW right-of-way.	TYPE OF ACTION: <input checked="" type="checkbox"/> ORDINANCE NO. 616 <input type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER
PUBLIC HEARING: Aug 3, 2015	ATTACHMENTS: Ordinance No. 616	
REVIEW: N/A		

SUBMITTED BY: Don Wickstrom, P.E., Public Works Director/City Engineer

RECOMMENDATION: It is recommended that the Mayor and City Council pass an ordinance approving the proposed vacation of a portion of 100th Street SW right-of-way.

DISCUSSION: An application for the vacation of a portion of 100th Street SW right-of-way was submitted by David Kreuger on behalf of Wig Properties, LLC-LKPL on May 21, 2015. Wig Properties, LLC-LKPL owns the single adjoining parcel and would like to take ownership of the public right-of-way in order to construct an interior drive lane and additional parking.

A public hearing was held on August 3, 2015. Mr. Dennis Haugen, Lakewood resident, and Mr. David Kreuger, on behalf of the street vacation applicant, were the only speakers at the hearing. Wig Properties, LLC-LKPL supports the vacation with the conditions specified in the Ordinance. The value of the 3,672 sq. ft. vacation area is \$78,948 and is based upon a property valuation of \$21.50 per sq. ft. Staff has not received any objections to the proposed vacation.

ALTERNATIVE(S): The Council may choose to reject the ordinance and deny the request to vacate a portion of 100th Street SW right-of-way.

FISCAL IMPACT: The City will benefit from the \$78,948 in sale proceeds to be used for street maintenance purposes.

Prepared by _____ Department Director _____	 _____ City Manager Review
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ORDINANCE NO. 616

AN ORDINANCE of the City Council of the City of Lakewood, Washington, vacating a portion of 100th St SW.

WHEREAS, the City of Lakewood, Washington, has received a petition signed by owners of at least two-thirds (2/3) of the property abutting a portion of the 100th St SW right-of-way, located within the City of Lakewood, Washington, requesting that the same be vacated; and,

WHEREAS, in conformity with the legal requirements applicable for the vacation of public property, the Lakewood City Council passed Resolution No. 2015-18, setting a public hearing regarding this proposed vacation on August 3, 2015; and,

WHEREAS, pursuant to Lakewood Municipal Code section 12A.12.120, the City Council must consider certain factors prior to authorizing a vacation of public property; and,

WHEREAS, it is the finding of the City Council of the City of Lakewood that vacation is appropriate in this instance after full consideration of the factors stated in LMC 12A.12.120 in that vacation will benefit the public by returning the property to the tax rolls, in that the right of way is not needed for public use or access, and in that conditions are not likely to change in the future as to provide a greater use or need for the right-of-way than presently exists; and,

WHEREAS, the City Council of the City of Lakewood, Washington, has considered all matters presented at the public hearing on the proposed vacation, hearing no objection to this vacation, and does hereby find that the vacation of said property is appropriate and that the transfer of property at issue in this matter in the manner set forth below is in best interests of the public.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON DO ORDAIN as a non-codified ordinance as follows:

Section 1. The City vacates that portion of 100th St SW right-of-way, located within the City of Lakewood, Washington, legally described as shown in the exhibit attached hereto, marked "Exhibit A" and incorporated herein by this reference, subject to the conditions set forth in Sections 2 through 5 of this Ordinance.

- Section 2. The City shall retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of existing public utilities and services.
- Section 3. The City shall retain an easement over the northerly two (2) feet of vacated right-of-way, which abuts and parallels the new southerly right-of-way line of 100th Street SW, for street lighting purposes.
- Section 4. The vacation shall be effective upon payment to the City of Lakewood, within 120 days of the date hereof, by the owner of property or assignee adjacent thereto and to be benefited by the vacation, in the amount of \$78,948.00, which represents full appraised value of the net amount (3,672 square feet) of right-of-way to be vacated.
- Section 5. This Ordinance shall be in full force and effect thirty (30) days after publication as required by law. If the condition of transfer as stated in Section 4 is not completed within one hundred twenty (120) days of the effective date of this Ordinance, this Ordinance shall be null and void.

ADOPTED by the City Council this 17th day of August 2015.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Alice M. Bush, MMC, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

Exhibit "A"

Legal description of the 100th St SW right-of-way to be vacated:

THAT PORTION OF 100TH STREET SW LYING NORTH OF AND ADJOINING LOTS 18 THROUGH 20, INCLUSIVE OF THE PLAT OF M & M SECOND ADDITION, AS RECORDED IN VOLUME 14 OF PLATS AT PAGES 88 AND 89, RECORDS OF PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 18; THENCE SOUTH 89° 27' 11" WEST ALONG THE NORTH LINE OF SAID LOTS 18 THROUGH 20 A DISTANCE OF 295.55 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 136° 46' 33" AN ARC LENGTH OF 71.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 42° 40' 38" EAST 34.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 114° 41' 50" AN ARC LENGTH OF 68.06 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 22° 37' 32" EAST 139.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 28' 13" AN ARC LENGTH OF 56.94 FEET; THENCE SOUTH 89° 09' 19" EAST 250.07 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 18; THENCE SOUTH 00° 24' 08" EAST ALONG SAID NORTHERLY EXTENSION 8.50 FEET TO THE POINT OF BEGINNING.

CONTAINS APPROXIMATELY 3,672 SQUARE FEET.

City of Lakewood
Lakewood City Hall
6000 Main Street SW
Lakewood, WA 98499
(253) 589-2489

(Legal Notice)
August 18, 2015

**NOTICE OF ORDINANCE PASSED
BY LAKEWOOD CITY COUNCIL**

The following is a summary of an Ordinance passed by the City of Lakewood City Council on the 17th day of August, 2015.

ORDINANCE NO. 616

AN ORDINANCE of the City Council of the City of Lakewood, Washington,
vacating a portion of 100th St SW.

The Ordinance shall be in full force and effect thirty (30) days after publication as required by law. If the condition of transfer as stated in Section 4 is not completed within one hundred twenty (120) days of the effective date of this Ordinance, this Ordinance shall be null and void.

The full text of the Ordinance is available at the City Clerk's Office, Lakewood City Hall, 6000 Main Street SW, Lakewood, Washington 98499, (253) 589-2489. A copy will be mailed out upon request.

Alice M. Bush, MMC, City Clerk

Published in the Tacoma News Tribune: _____

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:	TITLE: Motion authorizing the City Manager to increase the on-call professional services agreement with Transpo Group, Inc. by \$20,000.00 to a new not-to-exceed amount of \$60,000.00 for professional traffic engineering related services for various projects.	TYPE OF ACTION:
August 17, 2015		— ORDINANCE
		— RESOLUTION
REVIEW:		<u>X</u> MOTION 2015-39
August 17, 2015	ATTACHMENTS: Consultant Agreement Addendum No. 1	— OTHER

SUBMITTED BY: Don Wickstrom, P.E., Public Works Director/City Engineer

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to increase the on-call professional services agreement with Transpo Group, Inc. by \$20,000.00 to a new not-to-exceed amount of \$60,000.00 for professional traffic engineering related services for various projects.

DISCUSSION: The purpose of this on-call professional services agreement is to support the Public Works Department on various traffic modeling analysis related to capital improvement projects initiated by either the city or private developers. The Transpo Group developed and maintains the city’s Travel Demand Model which is utilized as a traffic analysis tool to assist in right-sizing our roadway facilities and determining proportionate share mitigation for various developments. Specific tasks related to this on-call agreement are initiated via task order and much of the associated costs are paid for either through current capital project budgets or reimbursed by the developer.

ALTERNATIVE(S): The city does not have the software nor technical expertise to maintain the travel demand model. The only practical alternative would be to not continue with these on-call services which would limit the city’s ability to plan for future transportation needs and determine specific project mitigation requirements.

FISCAL IMPACT: A majority of the on-call tasks related to this agreement are paid for either by the current capital project or reimbursed from the developer (see summary of 2014-2015 task orders on page 2). Other costs our budgeted under the current street capital fund for “Personnel, Engineering, and Professional Services” with estimated professional services costs (for all contracts) at \$50,000 annually.

<p>_____</p> <p>Prepared by</p> <p>_____</p> <p>Department Director</p>	 <p>_____</p> <p>City Manager Review</p>
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AGENDA BILL

PAGE 2

FISCAL IMPACT: (Continued from Page 1)

Transpo On-Call (expires 12/31/15)				
Task Order			Amt Allowed	Amt billed
1		Lakewood Industrial Park	6,000.00	5,908.75
2		So Tac Way/ Steil Operations	15,700.00	14,932.50
3		Ruby Apts	4,000.00	3,727.50
4		Walker Ridge	4,000.00	3,747.50
5		Enterprise Car	1,425.00	1,425.00
6		So Tac Way/Pac Hwy operations	9,400.00	8,035.00
7		Comp Plan Update scoping	292.50	292.50
8		Lakeview Elem School Addition	1,000.00	923.75
9		Welcher's	4,000.00	420.00
10		Lakewood Place (Mon Wig)	2,000.00	
11		Towne Place Suites Hotel	4,000.00	
12		100th & Lakewood Dr (restaurant)	4,000.00	
		TOTALS	55,817.50	39,412.50
		Current Capital Project	15,700.00	
		Pass through to Developer	30,425.00	

ADDENDUM NO. 1

ADDENDUM TO AGREEMENT BETWEEN TRANSCO GROUP AND THE CITY OF LAKEWOOD

RELATING TO professional on-call traffic and transportation engineering services (2014-2015);

THIS ADDENDUM made and entered into this ____ day of _____, 2015, by and between TRANSCO GROUP. (hereinafter referred to as "Consultant") and the CITY OF LAKEWOOD, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), as an addendum to the Agreement between the parties to amend the term of agreement included in the original agreement executed on the 18th day of December 2013.

WITNESSETH:

WHEREAS, the CITY desires to amend the Agreement entered into with the Consultant; and,

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the PARTIES HERETO HEREBY AGREE as follows:

ITEM ONE REVISION TO: ITEM 7 Compensation is increased by \$20,000.00 to a not-to-exceed amount of \$60,000.00.

ITEM TWO REMAINING TERMS UNCHANGED: That all other provisions of the Agreement between the parties, executed on the 18th day of December 2013, shall remain unchanged, and in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

DKS Associates

CITY OF LAKEWOOD

By _____
Its _____

By: _____
John Caulfield, City Manager

Attest:

By: _____
Alice M. Bush, MMC/AAE, City Clerk

Approved as to form:

By: _____
Heidi A. Wachter, City Attorney

CITY OF LAKEWOOD AGREEMENT FOR CONSULTING SERVICES

DIC THIS AGREEMENT made and entered into on this 18th day of , 2013, by and between the City of Lakewood, a municipal corporation of the State of Washington, hereinafter referred to as "City" and **The Transpo Group, Inc.** hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City is in need of services of individuals, employees or firms for professional engineering services as related to the City's Travel Demand Model (TDM) developed and maintained by the Consultant; and,

WHEREAS, the City desires to retain the Consultant to provide certain services in connection with the City's work on various public works and private development projects within the City of Lakewood; and,

WHEREAS, the Consultant is qualified and able to provide consulting services in connection with the City's needs for the above described work, and is willing and agreeable to provide such services upon the terms and conditions herein contained.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services.

This is an on-call agreement where the City may issue written work orders for services to be paid on a time and material basis. Each work order will establish project scope, schedule, and estimated fee.

The Consultant agrees to perform in a good and professional manner the tasks described on each written work order issued by the City. (The tasks described on each work order shall be individually referred to as a "task", and collectively referred to as the "services".) The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

2. Additional Services.

From time to time hereafter, the parties hereto may agree to the performance by the Consultant of additional services with respect to related work or projects. Any such agreement(s) shall be set forth in writing and shall be executed by the respective parties prior to the Consultant's performance of the services thereunder, except as may be provided to the contrary in Section 3 of this Agreement. Upon

proper completion and execution of an addendum (agreement for additional services), such addendum shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such addendum were a part of this Agreement as originally executed. The performance of services pursuant to an addendum shall be subject to the terms and conditions of this Agreement except where the addendum provides to the contrary, in which case the terms and conditions of any such addendum shall control. In all other respects, any addendum shall supplement and be construed in accordance with the terms and conditions of this Agreement.

3. Performance of Additional Services Prior to Execution of an Addendum.

The parties hereby agree that situations may arise in which services other than those described on the work order(s) are desired by the City and the time period for the completion of such services makes the execution of addendum impractical prior to the commencement of the Consultant's performance of the requested services. The Consultant hereby agrees that it shall perform such services upon the oral request of an authorized representative of the City pending execution of an addendum, at a rate of compensation to be agreed to in connection therewith. The invoice procedure for any such additional services shall be as described in Section 7 of this Agreement.

4. Consultant's Representations.

The Consultant hereby represents that he has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.

5. City's Responsibilities.

The City shall do the following in a timely manner so as not to delay the services of the Consultant:

- a. Designate in writing a person to act as the City's representative with respect to the services. The City's designee shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services.
- b. Furnish the Consultant with all information, criteria, objectives, schedules and standards for the project and the services provided for herein.
- c. Arrange for access to the property or facilities as required for the Consultant to perform the services provided for herein.
- d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by the Consultant and render decisions regarding such documents in a timely manner to prevent delay of the services.

6. Acceptable Standards.

The Consultant shall be responsible to provide the services in this Agreement, in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and of a quality and professional standard acceptable to the City.

7. Compensation.

The total amount of all work orders covered under this Agreement shall not exceed \$40,000 unless otherwise modified via addendum. The fee for an individual work order shall not exceed \$5,000 unless otherwise agreed to in writing by the parties. Execution of this Agreement does not guarantee any work orders will be issued by the City.

As compensation for the Consultant's performance of the services provided for herein, the City shall pay the Consultant the fees and costs specified on a time and material basis. Consultant rates are shown in Exhibit "A" attached hereto and made a part hereof (or as specified in an addendum).

For time and materials, not-to-exceed contracts, hourly rates shall be billed as stated in the Schedule of Billing Rates submitted as part of Exhibit A. Hourly rates may be amended from time to time, but no adjustments will be made to the not-to-exceed contract amount unless modified through a contract supplement. Classifications of staff assigned to the project shall not be changed unless modified through contract supplement.

The Consultant shall submit to the City an invoice or statement of time spent on tasks included in the scope of work provided herein, and the City shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement, and shall remit payment to the Consultant thereafter in the normal course, subject to any conditions or provisions in this Agreement or addendum.

8. Time for Performance and Term of Agreement.

The Consultant shall perform the services provided for herein in accordance with the direction and scheduling provided on each work order, unless otherwise agreed to in writing by the parties. The Term of this Agreement shall commence on the date hereof, and shall be terminated upon completion of the performance of the scope of work provided herein, or on December 31, 2015, whichever is later, unless otherwise agreed to in writing by the parties. The City agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this

Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the City or the City's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

9. Ownership and Use of Documents.

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Consultant as part of his performance of this Agreement (the "Work Products") shall be owned by and become the property of the City, and may be used by the City for any purpose beneficial to the City. Reuse of the work products for other than the intended purpose of this scope of work shall be at the sole risk of the City. Modification of the work products without prior written consent of the consultant shall be at the sole risk of the City. Any use of these materials on a different project, or on this project after a termination of this Agreement when the Consultant is not in default, or in a manner not contemplated by this Agreement shall be at the City's sole risk and without liability to Consultant or its officers, directors, employees, or subconsultants. City agrees to indemnify Consultant against any claim by any third party arising out of or related to City's use of materials on a different project or on this project after a termination of this Agreement when Consultant is not in default, or in a manner not contemplated by this Agreement.

10. Records Inspection and Audit.

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by the City for a period of up to three (3) years from the final payment for work performed under this Agreement.

11. Continuation of Performance.

In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Consultant agrees that, notwithstanding such dispute or conflict, the Consultant shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

12. Administration of Agreement.

This Agreement shall be administered by Jon Pascal, on behalf of the Consultant, and by the City Manager of the City, or designee, on behalf of the City. Any written notices required by the terms of this Agreement shall be served on or

mailed to the following addresses:

City of Lakewood

Lakewood City Hall
6000 Main Street SW
Lakewood, WA 98499-5027
PH: 253.983.7795 FAX: 253.512.2268
Attn: Desiree Winkler, PE

Consultant

The Transpo Group, Inc.
11730 118th Avenue N.E., Suite 600
Kirkland, WA 98034-7120
PH: 425.821.3665 FAX 425.825.8434
Attn: Jon Pascal, P.E.

13. Notices.

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address set forth next to such party's signature at the end of this Agreement, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner.

Any party may change his, her or its address by giving notice in writing, stating his, her or its new address, to any other party, all pursuant to the procedure set forth in this section of the Agreement.

14. Insurance.

The Consultant shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverages and in the amounts described below. The Consultant shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the Consultant shall take out and maintain in full force and effect the following insurance policies:

- a. Comprehensive public liability insurance, including automobile and property damage, insuring the City and the Consultant against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance by the Consultant of its obligations hereunder, with minimum liability limits of \$1,000,000.00 combined single limit for personal injury, death or property damage in any one occurrence.
- b. Such workmen's compensation and other similar insurance as may be required by law.
- c. Professional liability insurance with minimum liability limits of \$1,000,000.

15. Indemnification.

The Consultant shall indemnify and hold harmless the City and its officers, agents and employees, or any of them, from all liability, costs, expenses, and damages to the extent caused by the negligent act or omission of the Consultant, its officers, agents, employees, or any of them, relating to the performance of this Agreement. If a final judgment is rendered against the City, its officers, agents, employees and/or any of them, or jointly against the City and the Consultant and their respective officers, agents and employees, or any of them, the Consultant shall satisfy the same to the extent that such judgment was due to the Consultant's negligent acts or omissions. The Consultant shall have no obligation to indemnify the City for the City's own negligence.

16. Consultant's Employees – Employment Eligibility Requirements

The Consultant and any subconsultants shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Consultant shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Consultant shall continue participation in E-Verify throughout the course of the Consultant's contractual relationship with the City. If the Consultant uses or employs any subconsultant in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subconsultant shall register in and participate in E-Verify and certify such participation to the Consultant. The Consultant shall show proof of compliance with this section, and/or proof of subconsultant compliance with this section, within three (3) working days of the date of the City's request for such proof.

17. Assignment.

Neither party to this Agreement shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party hereto. No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

18. Amendment, Modification or Waiver.

No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such

amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default.

Nothing herein shall limit the remedies or rights of the parties hereto under and pursuant to this Agreement.

19. Termination and Suspension.

Either party may terminate this Agreement upon written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement.

The City may terminate this Agreement upon not less than seven (7) days written notice to the Consultant if the services provided for herein are no longer needed from the Consultant.

If this Agreement is terminated through no fault of the Consultant, the Consultant shall be compensated for services performed prior to termination in accordance with the rate of compensation provided in Exhibit "B" hereof.

20. Parties in Interest.

This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the parties hereto and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the parties hereto and it does not create a contractual relationship with or exist for the benefit of any third party, including Consultants, sub-Consultants and their sureties.

21. Costs to Prevailing Party.

In the event of such litigation or other legal action, to enforce any rights, responsibilities or obligations under this Agreement, the substantially prevailing party shall be entitled to receive its reasonable costs and attorney's fees.

22. Applicable Law.

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be Pierce County, State of Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion by the Consultant of the services.

23. Captions, Headings and Titles.

All captions, headings or titles in the paragraphs or sections of this Agreement are

inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neuter expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

24. Severable Provisions.

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

25. Entire Agreement.

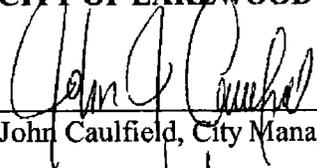
This Agreement contains the entire understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

26. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

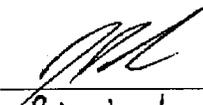
CITY OF LAKEWOOD



John Caulfield, City Manager

Dated: 12/18/2013

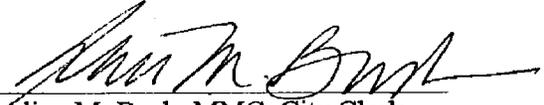
CONSULTANT



Title: Principal

Dated: 12/6/13

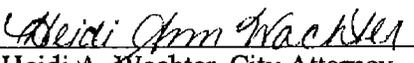
Attest:



Alice M. Bush, MMC, City Clerk

Approved as to Form:

12-18-13



Heidi A. Wachter, City Attorney



Transpo Billing Rate Range Schedule

Updated 06/26/2013

Rates are effective June 29, 2013 through June 27, 2014

Category	Billing Rate Range	
	Min	Max
Engineer/Planner - Principal	\$185	\$250
Engineer/Planner/Analyst/Proj Adm - Senior Level III	\$160	\$200
Engineer/Planner/Analyst/Proj Adm - Senior Level II	\$145	\$165
Engineer/Planner/Analyst/Proj Adm - Senior Level I	\$120	\$155
Engineer/Planner/Analyst/Proj Adm - Level III	\$80	\$130
Engineer/Planner/Analyst/Proj Adm - Level II	\$65	\$110
Engineer/Planner/Analyst/Proj Adm - Level I	\$50	\$100

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:	TITLE: Town of Steilacoom Interlocal Agreement for the design services associated with Steilacoom Blvd (Puyallup St to Phillips Rd.) Street Improvement project	TYPE OF ACTION:
August 17, 2015		— ORDINANCE
		— RESOLUTION
REVIEW:	ATTACHMENTS: Interlocal Agreement	<u>X</u> MOTION NO. 2015-40
		— OTHER

SUBMITTED BY: Don Wickstrom, P.E., Public Works Director/City Engineer.

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute an Interlocal Agreement with the Town of Steilacoom for design services in association with the Steilacoom Blvd (Puyallup St-Phillips Rd) Street Improvement project.

DISCUSSION: The Town of Steilacoom and the City jointly submitted for and subsequently won a federal grant in the amount of \$630,000 for the design of improvements to Steilacoom Blvds from Puyallup St to Phillips Rd. The design of said improvements includes widening of the roadway to accommodate bike lanes. It also includes a pavement overlay, the installation of curb and gutter along with concrete sidewalks, street lighting, landscaping and other roadway amenities.

While the Town of Steilacoom was the lead agency associated with submitting the grant application the Town is not qualified as a Certified Acceptance Agency (CA) with the State Department of Transportation and thus can not actually oversee the implementation of the design of the project **(Continued on page 2).**

ALTERNATIVE(S): With the city now being the lead agency other than dropping the project in its entirety there is no real alternative to not authorizing execution of the interlocal agreement.

FISCAL IMPACT: There is no fiscal impact to the City as the City’s match is in the budget and the Town of Steilacoom will reimburse it’s share of the match as the design work progresses.

<hr style="border: none; border-top: 1px solid black;"/> Prepared by <hr style="border: none; border-top: 1px solid black;"/> Department Director	 <hr style="border: none; border-top: 1px solid black;"/> City Manager Review
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DISCUSSION (continued from page 1):

As such since the City is a Certified Acceptance Agency the granting agency upon mutual requests from both jurisdictions has subsequently made the City of Lakewood the lead agency on the project. The interlocal agreement included herewith defines each agency's role with respect to implementing the design of the project. It also obligates and establishes each agency's respective share of the required grant matching money (\$312,000) including the process the City would follow for reimbursement from the Town of Steilacoom. As budgeted the City's share is \$218,000 with the Town of Steilacoom being \$94,000.

**INTERLOCAL AGREEMENT FOR DESIGN OF
STEILACOOM BLVD. SW: PUYALLUP ST. TO PHILLIPS RD. SW
BETWEEN THE TOWN OF STEILACOOM AND THE CITY LAKEWOOD**

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the _____ day of _____, 2015, by and between the Town of Steilacoom, a Washington municipal corporation, herein known as "Steilacoom," and the City of Lakewood, a Washington municipal corporation, herein known as "Lakewood," (collectively referred to herein as the "Parties").

WHEREAS, Steilacoom Blvd. SW serves as a major arterial providing vital mobility to both Steilacoom and Lakewood; and

WHEREAS, a joint application between the City of Lakewood and the Town of Steilacoom was submitted and approved for \$630,000.00 of federal funding (FHWA) for design of improvements to Steilacoom Blvd. SW between Puyallup St. and Phillips Rd. SW, with a local match requirement of \$312,000.00, naming Steilacoom as the Lead Agency for the purposes of grant administration; and

WHEREAS, Steilacoom and Lakewood have agreed to transfer lead agency status from the Town of Steilacoom to the City of Lakewood for the purpose of grant administration; and

WHEREAS, Lakewood is currently qualified as a Certified Acceptance Agency (CA) under agreement with the Washington State Department of Transportation and the Town of Steilacoom is not; and

WHEREAS, under said application, Steilacoom and Lakewood are committed to 33.12 percent of the required local match; and

WHEREAS, Chapter 39.34 of the Revised Code of Washington allows local governments to enter into interlocal agreements to make most efficient use of their powers by enabling them to work with other local jurisdictions on a mutually advantageous basis.

NOW, THEREFORE, pursuant to Chapter 39.34 RW, and in consideration of the mutual benefits and covenants described herein, the City of Lakewood and the Town of Steilacoom agree to cooperate in the design of Steilacoom Blvd. SW as follows:

1. INCORPORATION OF RECITALS

Each of the recitals previously set forth is incorporated into this Agreement as though fully set forth herein.

2. PURPOSE AND GOALS

The purpose of this Agreement is to establish roles and responsibilities of each party to this Agreement, including but not limited to administration of the grant, billing and payment of local match amounts, awarding of contracts, and project administration.

The goals are to: (1) facilitate design of the improvements to Steilacoom Blvd. SW that include pavement overlay, curbs, sidewalks, bike lanes, street lighting, landscaping, and other roadway related amenities; (2) produce plans that meet the applicable standards required under the grant and approval of Steilacoom and Lakewood; and (3) to achieve maximum cost savings for the benefit of the public.

3. PROJECT AREA The project area includes rights of way for improvements on Steilacoom Blvd. SW between Puyallup St. in the Town of Steilacoom and Phillips Rd. SW in the City of Lakewood ("the project").

4. ALLOCATION OF FUNDS Under this Agreement, a portion of the grant funding will be attributable to design work in each Agency's jurisdictional boundaries. This percentage is dependent upon the amount of design work necessary in each jurisdiction. The total amount of design costs is estimated to be \$942,000.00, (\$630,000 in FHWA funds and \$312,000 in local funds). Regarding the local funds each agency shall be solely responsible and obligated to provide any & all of the local funds attributed to that portion of the project that lies within its jurisdiction including paying for any and all extra work effort and/or work product which may be solely or disproportionately confined within its jurisdiction and deemed necessary or required in order to produce plans that meet the applicable standards required under the grant and/or the approval of the respective jurisdiction. Naturally where the extra work effort and/or work product is disproportionately confined to one jurisdiction the costs associated therewith will be distributed proportionately between the jurisdictions.

5. LAKEWOOD RESPONSIBILITIES

A. Project Lead. Lakewood shall take the lead role in coordinating the grant administration consistent with Lead Agency status, including: (1) entering into a local agency agreement with the Highways and Local Programs Office of the Washington State Department of Transportation (WSDOT); (2) submitting requests for reimbursement to WSDOT and/or Steilacoom for appropriate expenses based on work completed; (3) maintaining project grant records; (4) reporting progress;

(5) contract administration for its portion of the Project; (6) maintaining project accounting for all costs incurred and for all reimbursement of expenses from all sources and (6) when required and as applicable, a Lakewood representative shall hold and participate in Project team meetings.

B. Design. Lakewood shall be responsible for the design of improvements within the Town of Steilacoom and the City of Lakewood.

C. Advance Funds. Lakewood and Steilacoom shall share in the cost of the design of the Steilacoom Blvd. SW. improvements. Lakewood agrees to advance funds as necessary to pay for Project expenses that will be shared jointly, including, but not limited to preparation of a biological assessment, design engineering, geo-technical engineering, surveying, etc. Lakewood shall submit timely requests for reimbursement to the Department of Transportation for its advances and for work performed and/or paid for by Lakewood. Reimbursement requests shall be made at monthly intervals for the total amounts expended during that period, less the proportionate shares of the combined Lakewood and Steilacoom matches. The Project reimbursement period shall begin after WSDOT has approved a Local Agency Agreement (LAA) authorizing Project expenditures. No expenditure made before this date is eligible for reimbursement. Lakewood shall bill Steilacoom for its proportionate match share for any combined expenditures advanced by Lakewood. Similarly as described in section 4 should there be extra work effort and/or work product Lakewood shall bill Steilacoom accordingly.

D. Notice to Steilacoom.

i. Lakewood shall notify Steilacoom within fourteen (14) calendar days from the date of receipt by Lakewood of reimbursement from WSDOT for costs incurred by Steilacoom and Lakewood.

ii. Lakewood shall promptly notify Steilacoom of any issues it feels are inconsistent with the design, construction documents, plans or this Agreement. Lakewood shall work cooperatively with Steilacoom to resolve design and construction issues to the mutual satisfaction of both parties if reasonably practicable.

6. STEILACOOM RESPONSIBILITIES

A. Assist in Administration. Steilacoom shall assign at least one (1) representative to represent Steilacoom's interests and verify that the Project proceeds in accordance with this Agreement and state and federal requirements. When required and as applicable, Steilacoom's representative(s) shall: (1) participate in Project team meetings; (2) assist in the interview and selection of

a consultant(s) for joint activities; (3) assist with obtaining applicable permits; (4) assist with Project success monitoring; (5) contract administration for its portion of the Project; and (6) maintain its Project records as required by state and federal auditing requirements and shall present its records for review as requested.

B. Design. Steilacoom shall be responsible periodic review for the design of improvements within the Town of Steilacoom.

C. Reimbursement to Lakewood. Steilacoom shall pay to Lakewood all costs advanced by Lakewood on its behalf pursuant to this Agreement within thirty (30) days of receipt of an invoice.

D. Notice to Lakewood. Steilacoom shall promptly notify Lakewood of any issues it feels are inconsistent with the design, construction documents, plans or this Agreement. Steilacoom shall work cooperatively with Lakewood to resolve design and construction issues to the mutual satisfaction of both parties if reasonably practicable.

7. PLANS

Final design plans shall adhere to applicable standards of each respective jurisdiction, as well as state and federal requirements.

8. DURATION OF AGREEMENT AND TERMINATION

This Agreement shall continue until final completion of the Project, at which time it shall terminate.

9. HOLD HARMLESS AND INDEMNITY AGREEMENT

A. Each party (the Indemnitor) agrees to defend, indemnify and save harmless each other (the Indemnitees), their board or council members, officers, agents and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees, and costs by reason of any and all claims for damages, penalties, or other relief based upon the Indemnitor's alleged negligence, or wrongful conduct, except for the injuries, penalties, and damages caused by the sole negligence or wrongful conduct of the Indemnitor. Such claims for damages or other relief include, but are not limited to, those for personal or bodily injury including death from such injury, property damage, torts, defamation, penalties imposed by any agency of the state or federal government for failure to comply with applicable law in the performance of this Agreement. If the claim, suit, or action involves concurrent negligence of the Parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each Party's negligence. It is further and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity

under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Each party acknowledges its respective responsibility for complying with all state and federal requirements for design, finances, and all other aspects of the Project within its corporate limits. Failure to do so will result in that Party being financially responsible to WSDOT under the terms of the Local Agency Agreement. The City of Lakewood will be the lead agency for the Project, but it does not guarantee the adequacy of work performed by Steilacoom, and Steilacoom does not guarantee the adequacy of work performed by Lakewood.

10. NO THIRD PARTY BENEFICIARY

Lakewood, by this Agreement, does not assume any contractual obligations to any person or entity other than Steilacoom. Steilacoom, by this Agreement, does not assume any contractual obligations to any person or entity other than Lakewood. There is no third party beneficiary to the Agreement.

11. NO SEPARATE ENTITY CREATED

This Agreement does not create any separate legal or administrative entity. This Agreement shall be administered by the City Engineer for the City of Lakewood and the Public Works Director for the Town of Steilacoom. There shall be no joint financing or jointly acquired or held assets and the Agreement will terminate as described herein.

12. NON-DISCRIMINATION

The Parties agree to take all steps necessary to comply with all federal, state, and City/Town laws and policies regarding non-discrimination and equal employment opportunities. The Parties shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap.

13. ASSIGNMENT

Neither Party shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

14. NOTICE

All notices or communications under this Agreement shall be in writing and effective (i) when delivered in person or via overnight courier to the other Party; (ii) on the second business day following the date of mailing by regular or certified U.S. Mail, postage prepaid to the other Party at its address set forth below; or (iii) upon confirmed transmission by facsimile to the other party at the facsimile number set forth below. The addresses for notices may be modified by either Party only by written notice delivered in conformance with this Section.

CITY OF LAKEWOOD

ATTN: Weston Ott, P.E.
Associate Civil Engineer II
6000 Main St. SW
Lakewood, WA 98499-5027
Phone: (253) 983-7725
Fax: (253) 512-2268
Email: wott@cityoflakewood.us

TOWN OF STEILACOOM

ATTN: MARK BURLINGAME
Public Works Director
1030 Roe St.
Steilacoom, WA 98388
Phone: (253) 983-2073
Fax: (253) 582-0651
Email: mark.burlingame@ci.steilacoom.wa.us

15. WAIVER

No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

16. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

17. MODIFICATION

Provisions within this Agreement may be modified upon the mutual written consent of the Parties hereto.

18. FILING

After execution of the Agreement, both Parties shall file copies of this Agreement with its respective City/Town Clerk, together with resolutions of the Lakewood City Council and the Steilacoom City/Town Council approving and ratifying this Agreement.

19. SEVERABILITY

If any of the provisions contained in this Agreement are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement this ____ day of _____, 2015.

CITY OF LAKEWOOD

TOWN OF STEILACOOM

By _____
John J. Caulfield
City Manager

By _____
Ron Lucas
Mayor

Approved as to form:

Approved as to form:

By _____
Heidi Ann Wachter
City Attorney

By _____
Lawrence Hoffman
Town Attorney

Attest:

Attest:

Alice M. Bush
City Clerk

Paul Loveless
Town Clerk

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:	TITLE: Motion authorizing the City Manager to enter into a professional services agreement with Cascade Right-of-Way Services, Inc. in the amount not to exceed \$77,580.00 for right-of-way valuation and acquisition services related to the Steilacoom Boulevard Safety project.	TYPE OF ACTION:
August 17, 2015		— ORDINANCE
		— RESOLUTION
REVIEW:		<u>X</u> MOTION NO. 2015-41
August 17, 2015	ATTACHMENTS: Vicinity Map Scope and Budget	— OTHER

SUBMITTED BY: Don Wickstrom, P.E., Public Works Director/City Engineer

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to enter into a professional services agreement with Cascade Right-of-Way Services, Inc. in the amount not to exceed \$77,580.00 for right-of-way valuation and acquisition services related to the Steilacoom Boulevard Safety project.

DISCUSSION: The purpose of this project is implement safety improvements along Steilacoom Boulevard SW between Circle Drive (Western State Hospital) and Lakeview Avenue SW. Improvements consist of upgrading the signals at each intersection along the corridor between Western State and Lakeview Avenue in varying degrees from complete replacement with mast arm signals to head and display only replacements. In addition, curb, gutter, sidewalks, streetlights and associated improvements will be constructed along the Steilacoom Boulevard between 88th ST SW and Ardmore/Custer Road W. Improvements are briefly described below. **(Continued on Page 2)**

ALTERNATIVE(S): There is no practical alternative other than to not continue with the project.

FISCAL IMPACT: The City received a Federal Highway Safety Improvement Program (HSIP) grant in the amount of \$2,405,000.00 for design, right-of-way, and construction phases of the project. This project is 100% grant funded requiring no financial participation from the City and is in the current budget. **(Continued on Page 2)**

<p>Prepared by _____</p> <p>Department Director</p>	 _____ City Manager Review
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AGENDA BILL

PAGE 2

DISCUSSION: (Continued from Page 1)

Circle Dr (Western St Hospital) Intersection Improvements

Replace the existing span wire signal with a mast arm signal.

Steilacoom Blvd and 87th Ave Intersection Improvements

Replace the existing 8 inch signal heads with 12 inch signal heads. Replace the leaning strain pole (southwest corner). Install back plates with reflective tape. Replace the existing pedestrian push buttons with audible push buttons. Replace the pedestrian heads with flashing hand and countdown heads.

Steilacoom Blvd & Ardmore Dr Intersection Improvements

Replace the existing span wire signal with a mast arm signal.

Steilacoom Blvd & John Dower Rd Intersection Improvements

Purchase a sight distance easement on southwest corner. Relocate the existing fence outside of the sight distance easement. Add a center lane line, edge line and stop bars.

Steilacoom Blvd & Gravelly Lake Dr Intersection Improvements

Replace the existing 5 section ‘doghouse’ signal heads with 4 section heads with flashing yellow arrows.

Steilacoom Blvd & Lakeview Dr Intersection

Replace the existing span wire signal with a mast arm signal.

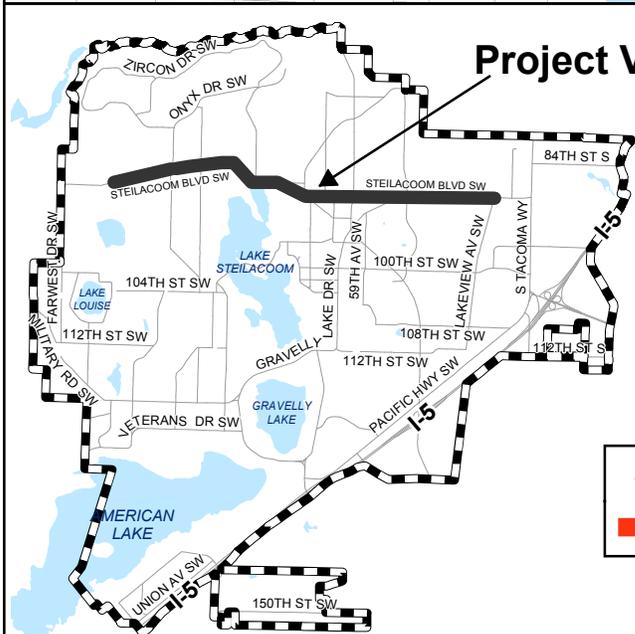
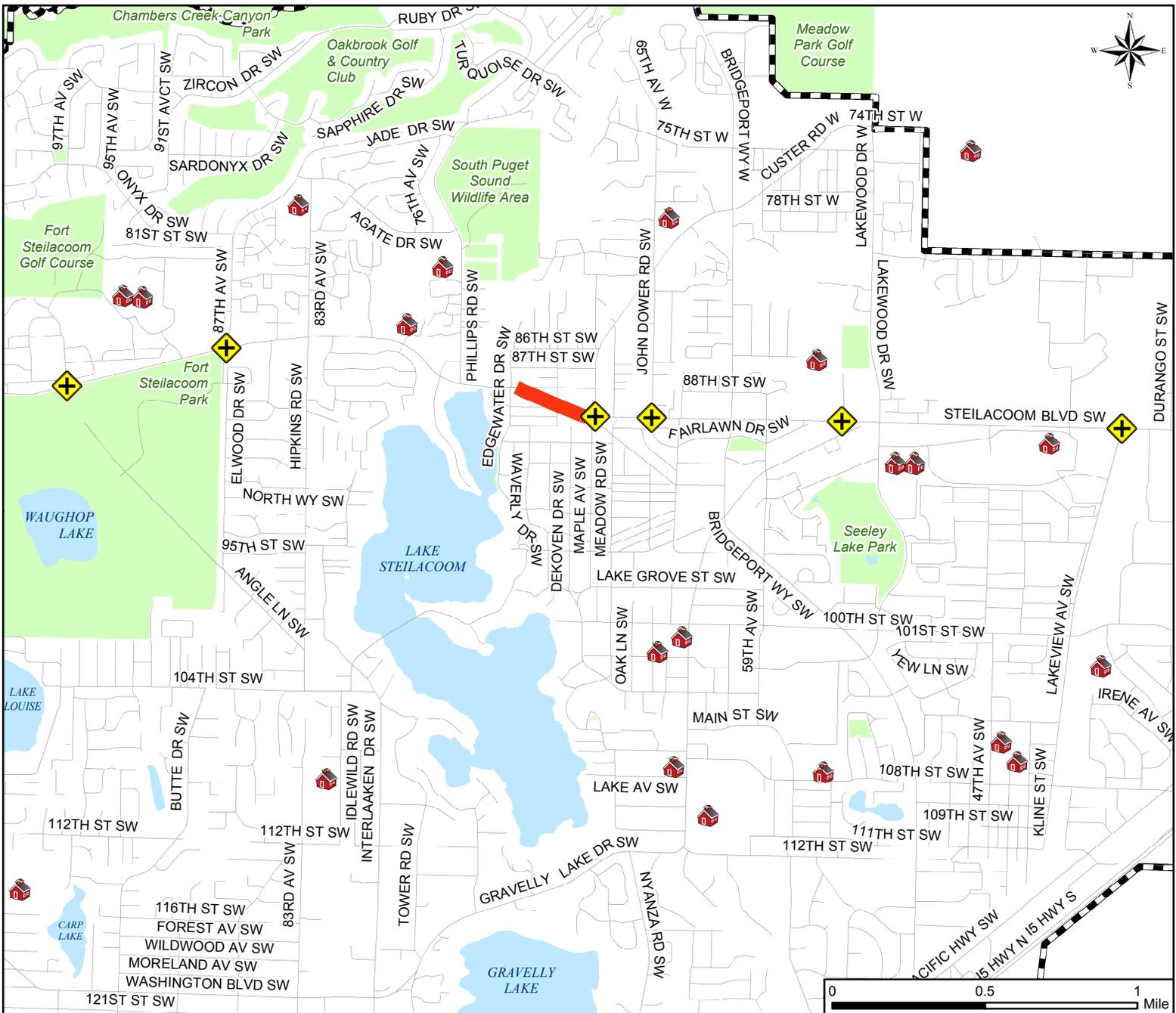
88th Street to Ardmore Drive Corridor Improvements

Add curb, gutter, sidewalk and street lighting along both sides of Steilacoom. Widen the roadway to accommodate a shared vehicle/bicycle lane (14 foot wide outside lane). Modify the existing storm drainage system to accommodate the new geometry and overlay the roadway.

FISCAL IMPACT: (Continued from Page 1)

Project Funding

Funding Source	Design Phase	ROW Phase	CN Phase	Funding Source Total
CITY	\$0	\$0	\$0	\$0
HSIP	\$315,000	\$156,000	\$1,934,000	\$2,405,000
TOTAL	\$315,000	\$156,000	\$1,934,000	\$2,405,000



City of Lakewood
HSIP Grant
Steilacoom Blvd Corridor
(Western State Hospital to Lakeview Ave)

	Intersection Improvements		School
	Corridor Improvements		Lakewood City Limit

This product was prepared with care by City of Lakewood GIS. City of Lakewood expressly disclaims any liability for any inaccuracies which may yet be present. This is not a survey. Datasets were collected at different accuracy levels by various sources. **055** on this map may be shown at scales larger than its original compilation. Call 253-589-2489 for further information.

Exhibit A Scope of Work

Steilacoom Boulevard Safety Improvements Western State Hospital to Lakeview Avenue Right of Way Acquisition Services 7-21-15

The City of Lakewood is in the process of designing improvements to the above named project. The proposed improvements require that right of way interest be acquired from as many as 11 parcels fronting the roadway.

Process

Cascade Right-of-Way Services, Inc. (hereinafter known as CONSULTANT) will provide right-of-way acquisition, appraisal, and review appraisal services for the above stated property interests using procedures specified herein and in accordance with the Washington State Department of Transportation (WSDOT) *Right-of-Way Manual* and *Local Agency Guidelines*, which by this reference are made a part of this Agreement.

The CONSULTANT will contract with an appraiser and a review appraiser listed on the latest WSDOT Fee Appraiser List for appraisal and appraisal review services.

The CONSULTANT will contact property owners, advise them of the process, assemble negotiation packages, and schedule appointments. The CONSULTANT will supply all necessary transfer documents using city forms (excluding legal descriptions which will be provided by the CITY). The CONSULTANT will manage the documents, obtain signatures, and submit them to the CITY for approval.

The CONSULTANT will provide the following:

140.1) Public Involvement

The CONSULTANT will contact owners along the corridor to discuss the project and process prior to presenting offers. This task will not involve any negotiations and is strictly to inform owners of the project.

140.2) Valuation of Proposed Acquisition Areas

a) The CONSULTANT will contract with a WSDOT-approved appraiser for valuation services. The appraiser will prepare a Project Funding Estimate, Administrative Offer Summaries (AOS) where appropriate and Summary Narrative Appraisal Reports where appropriate. It is assumed the project will require:

- Project Funding Estimate (reported as a Restricted Appraisal Report) for up to eleven (11) proposed acquisitions of property interests
- Administrative Offer Summary Sheets (reported as Restricted Appraisal Reports) for up to ten (10) parcels as follows:
 - TPN 3375000790 (assuming no proximity to SFR)
 - TPN 3375000800 (assuming no proximity to SFR)
 - TPN 3375000810 (assuming no proximity to SFR)
 - TPN 6810100090
 - TPN 0220344024
 - TPN 7385000030 (assuming no proximity to SFR)

- TPN 5130000732
- TPN 5130000740
- TPN 5130000750
- TPN 0220364080
- Summary Narrative Appraisal Report (TPN 2285000010 assuming no net loss of parking)

b) The CONSULTANT will perform appraisal functions to the limit of the authority set forth in the title reports, project maps, determination of fair market value, and the manuals noted above. Each appraisal will be reported in accordance with the Code of Professional Ethics and subject to the requirements of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation (USPAP). Compliance with the State of Washington certification requirements will be met by all appraisers and review appraisers assigned to this project.

140.3) Appraisal Review

The CONSULTANT will contract with a WSDOT-approved review appraiser for appraisal review services. Upon completion of the review appraisals, they will be submitted to the CITY for review and approval. Upon approval, the CONSULTANT will begin negotiations. It is assumed there will be one appraisal review on this project.

140.4) Negotiations

The CONSULTANT will assemble negotiation packages, contact property owners to schedule an appointment to begin negotiations, and advise them of the process. Absentee owners will be contacted and negotiations conducted by telephone. The CONSULTANT will notify the CITY of those owners with whom contact could not be made and request direction on how to proceed.

The CONSULTANT will assure that negotiations are performed only to the limit of authority delineated by the title reports, project maps, determined fair market value, procedures manual, acquisition schedule, or written instructions issued by the CITY.

The CONSULTANT will work such days and hours as may be necessary to meet with interested property owners that may not be available during regular working days or hours.

The CONSULTANT will provide a diary with all negotiation packages submitted to the CITY. The diary information will include, at a minimum, the time, place, amount of offer, to whom the offer was made, parties present, and owner response.

At the first negotiation meeting or phone conversation with each property owner or their agent, the CONSULTANT will explain the purpose and need for the project, identify what is needed from each owner's property for the project, attempt to receive a commitment from the owner to accept the CITY'S offer, and make record of all information needed to prepare closing documents.

The CONSULTANT will assure that up to three negotiation contacts are made with each interested party (owner or owner's agent) in order to acquire valid title to the needed property rights as shown on the project map or as instructed in writing by the CITY. Any additional personal contact with the owner or their representative will be negotiated as extra work.

Following a successful negotiation, all closing documents will be presented to the owner for signature. When all documents are signed, the CONSULTANT will deliver them to the CITY for review and signing and then coordinate the closing with an escrow company approved by the CITY. The CITY will pay for all recording fees, title reports, and typical closing costs. Should any documents require revisions or if the terms are found unacceptable to the CITY, the CITY will make clear the appropriate revisions required for re-negotiations.

140.5) Closing Coordination

It is assumed the CITY will contract directly with the escrow company for closing. When the CITY receives acceptable documents from the CONSULTANT, they will be signed by the CITY and forwarded to the title/escrow company for processing, recording and closing. The escrow company will be responsible for the preparation and receipt of all signatures for all documents such as Waivers of Compensation, Requests for Partial Re-conveyance, and satisfaction of all liens and encumbrances for each parcel.

In the event the escrow company needs additional information from property sellers, the CONSULTANT will assist the title company in obtaining the needed information. As each transaction is closed, the escrow company will then record all documents and return originals to the CITY.

140.6) Preparation of Documents

The CONSULTANT will prepare and provide First Offer Letters, Request for Taxpayer Identification Number and Certification documents (W-9), Real Property Vouchers, Real Estate Tax Affidavits, Deeds, and Easements using CITY approved forms. The CITY will provide in electronic format legal descriptions and parcel exhibits. The CONSULTANT will also prepare the Right-of-Way Diaries for documentation of individual parcel contacts.

140.7) WSDOT Coordination and Review

The CONSULTANT will provide copies of the offer packages to the WSDOT Local Agency Coordinator for review and make any necessary amendments. Upon completion of the acquisition process, the CONSULTANT will coordinate with WSDOT to have the files reviewed and make any necessary amendments for right-of-way certification.

140.8) Progress Reports/Invoicing

Included in this task is time for completing monthly progress reports and preparing invoices.

140.9) Valuation Services

To be provided by Appraisal Solutions Northwest, Inc.

140.10) Review Appraisal Services

To be provided by the Granger Company

Condemnation

If the CONSULTANT does not reach a successful agreement with the owner(s), the documents will be referred to the CITY. The CITY will then decide on the next step with any unsuccessful negotiations. The CITY may wish to proceed with condemnation. Condemnation proceedings are the responsibility of the CITY, unless the CONSULTANT is authorized to assist in the condemnation process by a supplement to the Contract. The preparation, negotiation and execution of Possession & Use Agreements are considered a part of the condemnation process.

Direct expenses associated with limited liability guarantees, title reports, title insurance, escrow fees, other closing costs and payments to property owners will be the responsibility of the CITY.

Relocation

It is assumed that no relocation will be required for this project.

If relocations are found to be necessary and the CITY wishes to have the CONSULTANT assist in the relocation process, that work will be negotiated and added by supplemental agreement.

Survey

The CITY will stake the proposed right-of-way and easement lines with nails, lath or paint at intervals sufficient to provide inter-visibility.

End of Scope of Work

**Exhibit D
Man Hour Estimate**

PROJECT NAME: CITY OF LAKEWOOD Steilacoom Boulevard Safety Improvements Western State Hospital to Lakeview Avenue Right of Way Services		RIGHT OF WAY AGENT
TASK #		
140.1	Public Involvement	
	Coordinate with corridor owners	11
140.2	Valuation Coordination	
	Coordinate with appraiser/landowners	21
140.3	Appraisal Review Coordination	
	Coordinate with review appraiser	7
140.4	Negotiations	
	Assemble packages	17
	Negotiations (three contacts)	154
	Follow up and documentation of contacts	33
	Reconveyance Coordination	22
140.5	Closing Coordination	
	Coordination with Escrow	36
140.6	Preparation of Acquisition Documents	
	Preparation and management	55
140.7	WSDOT Review/Coordination	
	Submittal/Review for Certification	30
140.8	Progress Reports/Invoicing	
	Preparation and submittal	10
140.9	Valuations	
	To be performed by Appraisal Solutions Northwest, Inc.	
140.10	Review Appraisals	
	To be performed by the Granger Company	
	HOURS PER DISCIPLINE	396

**Exhibit D
Fee Schedule**

NEGOTIATED HOURLY RATE (NHR):					
<u>Classification</u>	<u>Man Hours</u>	X	<u>Rate</u>	=	<u>Cost</u>
RIGHT OF WAY AGENT	396	X	\$115.00	=	\$45,540.00
Total Hours =	396				Total NHR = \$45,540.00
REIMBURSABLES:					
MILEAGE @	2,800	X	0.55	=	\$1,540.00
MISC. EXPENSE	200			=	\$200.00
			SUB TOTAL		\$1,740.00
SUBCONSULTANT COST:					
Appraisal Solutions Northwest @	\$29,500.00	X	1.00	=	\$29,500.00
The Granger Company @	\$800.00	X	1.00	=	\$800.00
SUBCONSULTANTS @	\$0.00	X	1.00	=	\$0.00
			SUB TOTAL		\$30,300.00
MANAGEMENT RESERVE FUND					
SUB TOTAL	\$77,580.00	x	0%	=	\$0.00
TOTAL				=	\$77,580.00

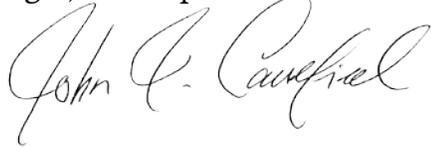
**Exhibit D
Reimbursable Expenses
Fee Schedule**

<i>CATEGORY</i>	<i>QUANTITY</i>		<i>COST</i>	<i>UNIT</i>	<i>TOTAL COST</i>
Copies	n/a	@	\$0.10	each	\$0.00
Telephone	n/a		n/a		\$0.00
Postage/Shipping	COST		\$200.00		\$200.00
Field Supplies & Expenses	COST		\$0.00		\$0.00
Mileage	2,800	@	\$0.55	/mile	\$1,540.00
Per Diem	n/a		n/a		\$0.00
					TOTAL \$1,740.00



To: Mayor and City Councilmembers

From: David Bugher, Assistant City Manager, Development Services

Through: John J. Caulfield, City Manager 

Date: August 17, 2015

Subject: Status Report Motor Avenue Request for Proposal

Background: On or about June 25, 2015, the community and economic development department released a Request for Proposal (RFP) seeking bids from professional consulting firms to assist in developing an urban design plan for the Motor Avenue SW right-of-way. The response due date was August 7, 2015. A legal notice was published in the City's newspaper of record. The RFP was also advertised in the *Seattle Daily Journal of Commerce*. Architects and engineering firms doing business in the greater Tacoma area received written notice of the availability of the RFP.

Problems with Budget: After the release of the RFP, city staff received initial comments from one well-known architectural firm that while the project was of great interest, the amount of the bid was too low. \$48,000 is budgeted for this project. Respectfully, they declined to submit a proposal. At this point, staff had serious concerns that the City may not receive any RFPs. About one week later, City staff was contacted by a Seattle firm who again confirmed that the dollar amount was low, but intended to submit an RFP anyway. This firm had worked on similar projects where money was tight. Their experience was that often the scope of work would be renegotiated for the selected firm. Thereafter, if the end-product had merit, work would continue on a phased basis.

RFP Outcome: Staff decided to leave the RFP "as is," and review the project a second time after the August 7th response date. Upon the due date, the City had received four RFPs:

- Crea Affiliates (Seattle)
- MacLeod Reckord, PLLC (Seattle)
- Studio KPG (Tacoma)
- SvR Design Company (Seattle)

Current Status: An internal staff team is currently reviewing the RFPs. One of the firms listed above has already spoken to surrounding property owners seeking early input. This same firm included a new conceptual design for the redevelopment “old” QFC property.

All four firms possess the knowledge and type of experience the City is seeking. Project length varies from four to six months.

As predicted, project budget is clearly an issue. All four firms provided information on project schedule, methodology and approach, and level of effort. Initial review of the submitted documents indicates that the firm chosen to perform the work will want to renegotiate budget terms. Project costs in other nearby communities for similar projects range from \$50,000 to \$90,000.

Staff will conduct interviews, and provide a recommendation to the city manager. Afterwards, a contract will be forwarded to the City Council for authorization.