



## LAKWOOD CITY COUNCIL STUDY SESSION AGENDA

Monday, July 11, 2016

7:00 P.M.

City of Lakewood

City Council Chambers

6000 Main Street SW

Lakewood, WA 98499

Page No.

### CALL TO ORDER

### ITEMS FOR DISCUSSION:

- ( 3) 1. Joint Lodging Tax Advisory Committee meeting.
- ( 7) 2. Review of the Point Defiance Bypass safety improvements agreement. – (Memorandum)
- (21) 3. Review of the North Clear Zone agreement for services. – (Memorandum)
- (36) 4. Review of the Motor Avenue Project update. – (Memorandum)
- (79) 5. Review of development regulations relative to satellite parking. – (Memorandum)

### REPORTS BY THE CITY MANAGER

### ITEMS TENTATIVELY SCHEDULED FOR THE JULY 18, 2016 REGULAR CITY COUNCIL MEETING:

1. Business showcase. – Hess Bakery & Deli
2. Awarding a bid for Springbrook Park improvements. – (Motion – Consent Agenda)
3. Authorizing the execution of an agreement with 3 Square Blocks, in an amount not to exceed \$200,000, to develop a strategy and plan relative to land uses within the McChord Northern Clear Zone. – (Motion- Consent Agenda)

*The City 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>

*The Council Chambers will be closed 15 minutes after adjournment of the meeting.*

4. Amending the Lakewood Municipal Code relative to satellite parking. – (Ordinance – Regular Agenda)
5. Amending the Lakewood Municipal Code relative to the rental housing safety program. – (Ordinance – Regular Agenda)
6. Amending the fee schedule relative to rental housing fees. – (Resolution – Regular Agenda)
7. Expressing joint support with Pierce County and the cities of University Place, Tacoma and the Town of Steilacoom to work together to attract another U.S. Open at the Chambers Bay Golf Course. – (Resolution – Regular Agenda)
8. Authorizing the execution of an agreement with the Washington State Department of Transportation, in an amount not to exceed \$1,980,000, relative to safety improvement for the Point Defiance Bypass project. – (Motion – Regular Agenda)
9. Adopting the Motor Avenue Plan. – (Motion – Regular Agenda)

## **COUNCIL COMMENTS**

## **ADJOURNMENT**

*The City 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>

*The Council Chambers will be closed 15 minutes after adjournment of the meeting.*

**Lodging Tax Advisory Committee  
2016 Work Plan and Meeting Schedule**

---

**Members:**

Mayor Don Anderson, Chair

Represent Business Authorized to Collect

Jackeline Juy, Best Western Lakewood Motor Inn  
Mario Lee, Candlewood Suites

Represent Business Authorized to Receive

Rebecca Huber, Lakewood Historical Society  
Phil Raschke, Lakewood Playhouse  
Linda K. Smith, Lakewood Chamber of Commerce

**Council Liaison:** Mayor Don Anderson

**City Staff:** Assistant City Manager/Administrative Services, Tho Kraus

**General Meeting Schedule**

**June:**

- Coordination of September 2016 meeting.

**September** (*currently scheduled for Friday, September 30*):

- Review lodging tax grant applications in advance of day-long presentations.
- Listen to presentations from potential lodging tax grant recipients. Reviews, rates, and makes funding recommendations that are forwarded to the Lakewood Council for their deliberations.
- Meet on an as needed basis to review lodging tax grant applications for the next year and provide funding recommendations to the Lakewood City Council for their consideration and deliberations.

**October:**

- Present recommendations to the City Council.
- Follow up with further review and recommendations as requested by the City Council.



To: Mayor and City Councilmembers

From: Tho Kraus, Assistant City Manager/Administrative Services

Through: John J. Caulfield, City Manager *John J. Caulfield*

Date: July 11, 2016

Subject: Joint Lodging Tax Advisory Committee Meeting

---

The purpose of this memo is to discuss the City’s Lodging Tax Advisory Committee (LTAC) in general, review guidelines, past grants awarded, and potential funding available for 2017 grant awards.

The LTAC will meet on Friday, September 30 to review 2017 applications for lodging tax funds. Applications period begins on July 21 and ends August 11.

The current LTAC Guidelines and past grants awarded are included as attachments to this memo.

The City estimates the 2016 projected revenue amount to be \$600,000 and the estimated ending fund balance to be \$974,291 on December 31, 2016. The amount available for 2017 allocation is \$872,441.

	Restrictions on Use		Total Estimated Funding Available for 2017 Grant Awards
	4%	3%	
	Reserved for tourism, promotion, acquisition of tourism related facilities, or operation of tourism related facilities.	Reserved for acquisition, construction, expansion, marketing, and management of convention facilities.	
Estimating Ending Balance, 12/31/2016	\$392,788	\$581,503	\$974,291
Less 2016 CPTC	\$0	(\$101,850)	(\$101,850)
<b>Available Balance for 2017 Allocation</b>	<b>\$392,788</b>	<b>\$479,653</b>	<b>\$872,441</b>

**Fund 104 - Hotel/Motel Lodging Tax  
5-Year History (2012 - 2016)**

Year	2011	2012	2013	2014	2015	2016 Est
<b>Revenues</b>						
<b>4% Revenue:</b>						
Special Hotel/Motel Tax (2%)	\$ 150,068	\$ 136,462	\$ 153,431	\$ 159,962	\$ 197,657	\$ 171,429
Transient Rental Income Tax (2%)	150,069	145,555	153,431	159,962	197,657	171,429
	<b>300,137</b>	<b>282,016</b>	<b>306,862</b>	<b>319,924</b>	<b>395,314</b>	<b>342,858</b>
<b>3% Revenue:</b>						
Special Hotel/Motel Tax (3%)	225,102	204,692	230,147	239,942	296,485	257,142
	<b>225,102</b>	<b>204,692</b>	<b>230,147</b>	<b>239,942</b>	<b>296,485</b>	<b>257,142</b>
Interest Income	2,145	1,074	1,093	1,255	2,920	-
<b>Total Revenue</b>	<b>\$ 527,384</b>	<b>\$ 487,782</b>	<b>\$ 538,102</b>	<b>\$ 561,121</b>	<b>\$ 694,719</b>	<b>\$ 600,000</b>
<b>Expenditures:</b>						
CoL Economic Dev-Program & Personnel	30,381	35,877	34,359	13,190	-	-
CoL Economic Dev-Reprinting of Two Brochures	-	-	-	-	4,480	-
Asia Pacific Cultural Center (APCC)	10,000	10,000	-	-	2,500	10,000
Audubon Washington - Birding Map	-	5,000	-	-	-	-
Daffodil Festival dba Daffodilians	4,000	4,000	4,000	-	-	-
Grave Concerns - Ft Steilacoom Historic Cemetery Brochure/Genealogy	-	2,943	-	-	-	9,500
Historic Fort Steilacoom Assoc.	7,000	6,998	8,000	8,000	6,500	10,000
Lakewold Gardens	43,453	45,266	44,195	44,912	40,000	40,000
*Lakewood Chamber of Commerce	65,000	80,000	80,000	80,000	78,500	80,000
CoL Economic Dev-Internat'l District Cultural Banners + Road Signs	-	-	12,931	-	-	-
Lakewood Historical Society & Museum	39,500	39,500	39,500	39,500	33,000	34,500
Lakewood Landmarks & Heritage Advisory Board- Historical Driving Tour Brochure	-	-	9,968	-	-	-
CoL-Farmers Market	-	5,000	9,957	11,440	10,000	20,000
CoL-SummerFEST/Triatholon	11,000	17,000	17,000	15,275	18,000	29,000
Lakewood Playhouse, Marketing (2 Capital Impr. in 2013 \$20,178.44 & \$8,403.86)	25,880	24,976	25,000	22,368	21,601	-
Buxton Co. - Tourism Profile	46,500	-	-	-	-	-
Lakewood Sister Cities Assn (LSCA) - International Festival (2012 grant was extended to 2013)	11,998	-	6,000	12,404	9,076	10,000
NW Korean Cultural Foundation - Internat'l Friendship Festival	2,677	-	-	-	-	-
Dean Paulson Photography - Tourism Photos	-	909	-	-	-	-
Freelance Graphics - Tourism Photos	-	1,366	-	-	-	-
South Sound User's Guide	-	547	200	-	-	-
Tacoma Regional Convention+Visitor Bureau	35,000	39,997	45,000	45,000	40,000	50,000
Tacoma South Sound Sports Commission	25,000	35,000	50,000	50,000	40,000	40,000
Washington Museum of Military Tech	-	-	-	-	-	-
City of Lakewood Econ Dev-Promo/Outreach	23,918	24,000	24,000	24,000	9,628	15,000
Today in America - Promotional Video	-	19,800	-	-	-	-
Lakewood Playhouse	9,870	12,500	28,582	-	-	49,000
McCament & Rogers-2009 Hotel Study/2011 Update	14,070	-	-	-	-	-
			<b>Total From 4% - Marketing</b>		<b>313,285</b>	<b>397,000</b>
CoL-Gateways	-	-	-	-	10,000	50,000
CoL-Waughop Lake Trail	-	-	-	-	25,000	100,000
CoL-FSP Sports Field Improvements	-	-	-	-	-	250,000
Clover Park Tech College-McGavick Ctr	101,850	101,850	101,850	101,850	101,850	101,850
			<b>Total from 3% - Capital</b>		<b>136,850</b>	<b>501,850</b>
<b>Total Expenditures</b>	<b>\$ 507,097</b>	<b>\$ 512,530</b>	<b>\$ 540,542</b>	<b>\$ 467,939</b>	<b>\$ 450,135</b>	<b>\$ 898,850</b>
<b>Beginning Balance</b>	<b>\$ 942,277</b>	<b>\$ 962,564</b>	<b>\$ 937,817</b>	<b>\$ 935,374</b>	<b>\$ 1,028,557</b>	<b>\$ 1,273,141</b>
<b>Ending Balance</b>	<b>\$ 962,564</b>	<b>\$ 937,817</b>	<b>\$ 935,374</b>	<b>\$ 1,028,557</b>	<b>\$ 1,273,141</b>	<b>\$ 974,291</b>
			Estimated Ending Fund Balance from the 4% Revenue =>		\$ 392,788	
			Estimated Ending Fund Balance from the 3% Revenue =>		\$ 581,503	

**City of Lakewood**  
**Lodging Tax Funding Guideline**  
*As Amended by the City Council on September 21, 2015*

---

**Background**

The objective of the City of Lakewood Lodging Tax Advisory Committee process is to support projects, which encourage eligible tourism and cultural activities and support tourism facilities in Lakewood. The process is reviewed annually and the guidelines are updated in accordance with reported success of existing programs, potential for new programs and changes in state law. A calendar for the application process will be established but will allow for emerging opportunities as they arise.

**Objectives for Hotel/Motel Tax Funds:**

- Generate increased tourism in Lakewood resulting in over-night stays at local hotels.
- Generate maximum economic benefit through overnight lodging, sale of meals and goods, and construction of tourism-related facilities.
- Increase recognition of Lakewood throughout the region as a destination for tourism.
- Increase opportunities for tourism by developing new visitor activities.

**Allocation Guidelines:**

- The City shall seek proposals for funding on an annual basis from organizations seeking to use Hotel/Motel Tax funds for promoting tourism or for acquisition, construction or operation of tourism related facilities.
- Organizations seeking funding must complete an application form.
- The Lodging Tax Advisory Committee shall review the proposals and make recommendations to City Council as to which applications should receive funding.
- The final funding decision will be made by City Council in the form of approval or denial of the recommendation as recommended – no amendments to recommendations will be made by the City Council.
- Once approved for funding an organization must enter into a contract and funding will be provided in quarterly installments or on a reimbursable basis.
- Organizations receiving funding must submit a report at the end of the calendar year.
- \$101,850 will be paid annually to the Sharon McGavick Student Center through 2027 pursuant to the City's agreement with Clover Park Technical College.
- 4% - Can be used for tourism promotion, or the acquisition of tourism-related facilities, or operation of tourism-related facilities.
- 3% - Can only be used for the acquisition, construction, expansion, marketing, management, and financing of convention facilities, and facilities necessary to support major tourism destination attractions that serve a minimum of one million visitors per year.



To: Mayor and City Councilmembers

From: Don Wickstrom, Public Works Director

Through: John J. Caulfield, City Manager *John J. Caulfield*

Date: July 11, 2016

Subject: \$2 million agreement for Pt. Defiance Bypass safety improvements

As City Council is aware the City pursued and successfully secured a \$2,000,000 appropriation for safety improvements to the State's Pt. Defiance Bypass project during the 2015 legislative session. Originally the City was proposing to use the money to make fencing improvements along the rail road right of way from the Lakewood Sounder Station to Berkeley Ave SW but those improvements have subsequently been incorporated by Sound Transit into the construction contract of the project. While the fencing improvements and other associated costs such as need to secure easements constituted the bulk of the \$2,000,000 appropriation, \$108,000 was set aside for a trespass detection system and a rail safety plan.

<b>Lakewood's Proposed Safety Improvements</b>				
DESCRIPTION:	MILES	LENGTH IN FEET	COST/LINEAR FOOT OR COST/UNIT	LINE TOTALS
Install security fencing from Lakewood Station to Bridgeport Way (one side)	0.52	2,718	\$30/linear ft (LF)	\$81,540
- Clearing & grubbing			\$20/LF	\$54,360
- Landscaping			\$25/LF	\$67,950
- Easements			\$112/LF	<u>\$304,416</u>
Subtotal				\$508,266
Install security fencing from Bridgeport Way to Gravelly Lake Drive SW (one side)	1.28	6,755	\$30/linear ft (LF)	\$202,650
- Clearing & grubbing			\$20/LF	\$135,100
- Landscaping			\$25/LF	\$168,875
- Easements			\$112/LF	<u>\$756,560</u>
Subtotal				\$1,263,185
Install trespass detection system along the railroad ROW between Gravelly Lake Drive SW and North Thorne Lane SW	1.04	5,477	2 units at \$29,000 each	\$58,000
Install security fencing from Spruce Street SW to Berkeley Avenue SW.	0.81	4,270	\$30/linear ft (LF)	\$128,100
Rail Safety Plan for the Lakewood's isolated neighborhoods.	N/A	N/A	N/A	\$50,000
<b>Total</b>				<b>\$2,007,551</b>
Endnotes:				
This proposal does not include the installation of an 8 foot tall sound barrier, add \$2,248,132.				
With Tillicum Renewal Plan, add \$300,000				
With Lakewood Station District Sub-Area Plan, add \$85,000				
With new road and pedestrian/bike path between N Thorne Lane & Gravelly Lake drive, add \$27 million.				
With a new city park on Sound Transit property, add \$3 million.				

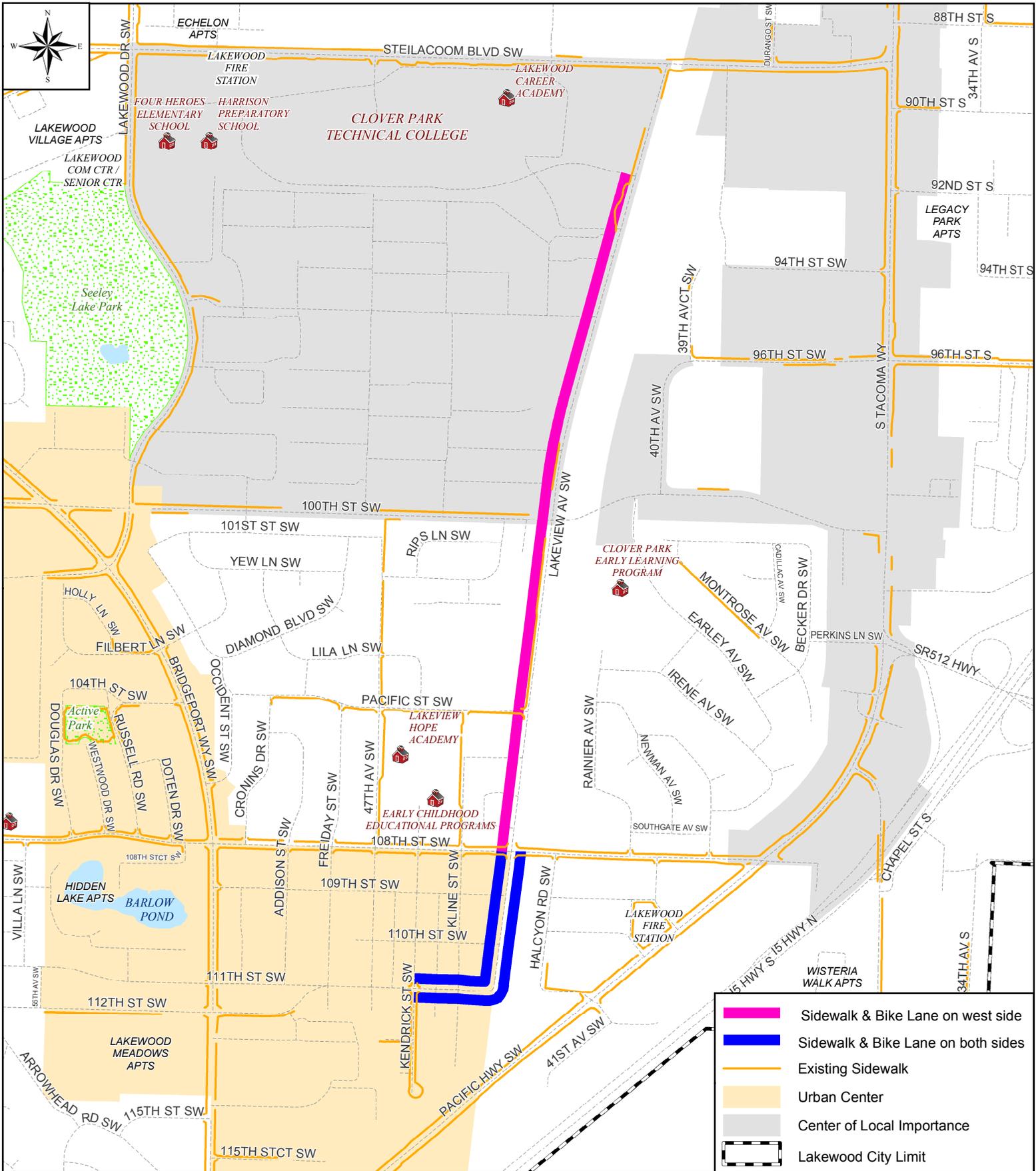
In retrospect with respect to the detection system to be effective it needs to be monitored on a 24-7 basis and then with having such a system there is potentially significant liability issues associated therewith. As such since Sound Transit didn't want to have anything to do with such a system we should follow that lead and not pursue same either. Likewise with the rail safety plan since it's already the obligation of the State and Sound Transit we shouldn't get involved therewith as when the stakes are high there could be guilt by association and thus we should avoid where we can any linkage to the State's project.

Since the bulk of the improvements associated with the City's appropriation are now included in the Pt. Defiance project, we met with the State and Sound Transit on May 19, 2016 to determine what other improvements might meet the intent of the \$2,000,000 appropriation. Since the intent of the appropriation was for safety improvements within Lakewood which dealt with keeping our citizens from using the rail road right of way as a pedestrian/bike path or trail it was agreed that constructing sidewalks and/or bike lanes on streets which closely parallel the rail road right of way meets this intent.

As such attached herewith is the agreement the City and the State jointly developed regarding the City's construction of those certain capital improvements that the State agrees meets the intent of the legislative appropriation.

Specifically the improvements the City would construct include curb & gutter, sidewalk and bike lane on both sides of Lakeview Ave/111<sup>th</sup> St from Kendrick St to 108<sup>th</sup> Street and then curb & gutter, sidewalk and bike lane on the west side only of Lakeview Ave from 108<sup>th</sup> St. to the campus of Clover Park Technical College.

The agreement is for \$2,000,000 less \$20,000 to cover the State's grant administration cost. The City is required to have the improvements completed by June 30, 2017. Because there is some right of way acquisition involved the Public Works Department will be seeking City Council's authorization to execute the agreement at the July 18, 2016 City Council meeting. While the schedule is tight we believe it is doable and our intent is to immediately start work on the project once the agreement is fully executed.



# Lakeview Ave Sidewalk Kendrick St to CPTC

0 500 1,000  
Feet

Map Date: June 28, 2016 :\\Projects\Eng\Maps\LVS.mxd

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. 009 on this map may be shown at scales larger than its original compilation. Call 253-589-2489 for further information.

<p><b>AGREEMENT</b></p> <p>Not to Exceed: \$1,980,000</p>	<p><b>ORGANIZATION:</b> CITY OF LAKEWOOD, WA</p>
<p><b>AGREEMENT NUMBER</b> GCB 2440</p>	<p><b>Description of Work:</b> See Exhibit A</p>

This AGREEMENT is between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION hereinafter referred to as the “STATE”, and the CITY OF LAKEWOOD, WA hereinafter referred to as the “GRANTEE,” collectively referred to as the “PARTIES” and individually the “PARTY.”

WHEREAS, the State has a funded project titled “ Point Defiance Bypass project” which will reroute Amtrak passenger trains to an inland rail line through DuPont, Lakewood and Tacoma ; and

WHEREAS, once the STATE’s project is operational, Amtrak passenger trains can travel at speeds up to 79 miles per hour through the City of Lakewood ; and

WHEREAS, historically within the City of Lakewood the railroad right of way was often used as walking path by its citizens ; and

WHEREAS, during the 2015 State Legislature session the GRANTEE sought funding from the Legislature for safety improvements associated with State funded “Point Defiance Bypass project; and

WHEREAS, the Scope of Work defined in this AGREEMENT is hereinafter referred to as “PROJECT”; and

WHEREAS, the GRANTEE is the local entity for administering the PROJECT funds; and

WHEREAS, the GRANTEE requested the legislature appropriate financial assistance in the amount of \$2,000,000 to construct nearly a mile of new rail storage siding to increase rail capacity and enhance rail service with the Port; and

WHEREAS, 2ESSB 5988 and accompanying LEAP Transportation Document includes an appropriation under “Point Defiance Rail Bypass – Lakewood Safety” of STATE financial assistance funds in the amount of \$2,000,000 to reimburse GRANTEE for its PROJECT costs; and

WHEREAS, the PARTIES enter into this AGREEMENT with the intent to commit the \$2,000,000 from funds appropriated by the legislature for the 2015-2017 biennium to compete the project; and

WHEREAS, the PROJECT has been identified as a Connecting Washington project supported by revenues under 2ESSB 5988, subject to the practical design requirements of ESHB 2012; and

WHEREAS, the STATE is authorized to charge an amount necessary to recoup the STATE’s costs to administer the grants; and

NOW, THEREFORE, pursuant to the above recitals that are incorporated herein as if fully set forth below and in consideration of the terms, conditions, covenants and performances contained in this AGREEMENT, or attached hereto and by this reference made a part of this AGREEMENT, IT IS MUTUALLY AGREED AS FOLLOWS:

**SECTION I PRACTICAL DESIGN**

The Washington State Department of Transportation (WSDOT) defines Practical Design as an approach for project solutions that focus on the needs for the project and looks for cost-effective solutions. The WSDOT expects the GRANTEE to apply practical solutions as a means to reduce project costs. The GRANTEE shall provide

documentation to WSDOT how practical solutions were incorporated into the PROJECT design.

## **SECTION II SCOPE OF WORK**

The general Scope of Work is defined in the Description of Work, above which the STATE has determined to be a PROJECT that will improve the STATE's multimodal transportation system, and benefit the STATE and local economy. Complete details are included in EXHIBIT A SCOPE OF WORK, which is attached hereto and by this reference made a part of this AGREEMENT.

## **SECTION III PAYMENTS TO THE GRANTEE**

The STATE agrees to grant to the GRANTEE monies to accomplish the PROJECT detailed in EXHIBIT A.

Prior to initiating any work for performance hereunder, the GRANTEE shall provide the STATE with the proposed schedule for each item of work to be performed. The schedule shall be arranged in such a manner as to form a basis for comparison with progress billings for work performed. In the event of a change in the method or time for performance of any work, the GRANTEE shall update the schedule, subject to the STATE's approval, to reflect the changed circumstances.

Subject to the stipulations set forth in SECTION I SCOPE OF WORK, the STATE agrees to reimburse the GRANTEE up to a maximum amount of \$1,980,000 for the actual direct and related indirect costs incurred by the GRANTEE in the course of completing the PROJECT required under this AGREEMENT. This amount is less the \$20,000.00 the STATE has estimated it will need to administer this grant, which is also detailed in EXHIBIT A.

It is understood that the actual PROJECT costs under this AGREEMENT are based on preliminary estimates and that if unforeseen circumstances cause the PROJECT costs to exceed the PROJECT estimate, the GRANTEE shall complete the PROJECT by securing the necessary funds from other benefited parties.

Any costs incurred by the GRANTEE prior to the execution of this AGREEMENT will be borne by the GRANTEE and will not be eligible for reimbursement from the STATE.

The GRANTEE shall comply with all provisions of the most recent version of 48 CFR § 31 or as subsequently amended, regarding accounting conventions.

The GRANTEE shall provide the STATE with documentation confirming local matching share amounts have been secured and used for the PROJECT.

The GRANTEE shall submit monthly invoices detailing work completed and a PROJECT status report. The STATE shall make periodic payments to the GRANTEE for costs incurred under this AGREEMENT. Supporting documentation for all costs being invoiced shall be submitted with the invoice each month. Failure to provide supporting documentation will render the cost ineligible for reimbursement. Payment by the STATE shall not relieve the GRANTEE of any obligation to make good any defective work or material upon PROJECT completion.

At the time the final PROJECT invoice is submitted, the GRANTEE shall provide the STATE with a written statement confirming the GRANTEE is in compliance with the terms of the AGREEMENT. The STATE will provide an example of this written statement upon request.

The GRANTEE shall receive reimbursement for the actual cost of items identified in EXHIBIT A. Labor, materials, and/or other PROJECT costs supplied by the GRANTEE will only be reimbursed at actual cost without markup to the STATE or profit.

Reimbursement for GRANTEE rented or leased equipment, if any, will be based on actual cost as supported by original receipts. Reimbursement for GRANTEE owned equipment shall be based on rates per 23 CFR 140.910(a) and approved FRA reference sources.

Reimbursement for overhead costs will not be allowed unless specified in this AGREEMENT.

Reimbursement for travel, subsistence, and lodging expenses will not be eligible under this AGREEMENT unless specifically preapproved in writing by the STATE. If preapproved, the GRANTEE shall comply with the rules and regulations regarding travel costs in accordance with the Washington State Department of Transportation Accounting Manual M 13-82 Chapter 10 "Travel Rules and Procedures" and revisions thereto, and by this reference incorporated herein as if it were attached hereto. Online access to Accounting Manual (M 13-82) Chapter 10 "Travel Rules and Procedures" and subsequent revisions are available at the Washington State Department of Transportation's Internet Site. The online

access address for the current Travel Reimbursement Rates is contained in EXHIBIT B. If online access is not available, contact the Washington State Department of Transportation headquarters office in Olympia to obtain copies.

If the STATE, at its sole discretion, determines that the PROJECT is not progressing in a satisfactory manner, the STATE may refuse monies for reimbursement to the GRANTEE for parts or all of the work performed to date.

If the PROJECT is not completed by June 30, 2017, the GRANTEE and STATE agree that the entire expense for the completion of the PROJECT will be borne solely by the GRANTEE. The GRANTEE shall then also be automatically in default and will be obligated to reimburse the STATE for the full amount of GRANT funds already paid to the GRANTEE. Any required repayment shall be due within thirty (30) calendar days after receipt of an invoice from the STATE.

#### **SECTION IV PROGRESS PAYMENT**

The GRANTEE may forward monthly progress billings to the STATE for reimbursement by the STATE for PROJECT related work performed pursuant to EXHIBIT A.

The STATE agrees to make payments for eligible PROJECT related work from the previous month. The GRANTEE may submit progress billings at any time, but not more frequently than once per month. The STATE agrees to reimburse the GRANTEE for properly billed and supported PROJECT costs within thirty (30) calendar days of receipt of a progress billing.

Per 43.88 RCW, any invoices for work performed between July 1 and June 30 of any given year must be submitted to the STATE no later than July 6th (or the first business day after the July 4th holiday) of the same calendar year. If the GRANTEE is unable to provide an invoice for such work by this date, an estimate of all remaining payable costs owed by the State for work performed by the GRANTEE prior to July 1 must be submitted to the State no later than July 19th of the same year in order for the State to accrue the amount necessary for payment. The GRANTEE will thereafter submit any remaining invoices to the State for such work as soon as possible. Failure to comply with these requirements may result in delayed payment. The State shall not be required to pay to the GRANTEE late payment fees, interest, or incidental costs incurred by the GRANTEE or any other costs related to a delayed payment if the GRANTEE fails to comply with the invoice requirements of this Section.

It is agreed that any STATE payment, pursuant to any GRANTEE payment request, will not constitute agreement as to the appropriateness of any item, and that required adjustments, if any, will be made at the time of STATE's final payment. In the event that the STATE and/or their representatives conducts an audit, and that audit indicates an overpayment of moneys granted to the GRANTEE, the GRANTEE agrees to refund the overpayment to the STATE within thirty (30) calendar days after being billed therefore.

#### **SECTION V MAINTENANCE OF RECORDS AND AUDIT REQUIREMENTS**

During the progress of the work, and for a period of not less than six (6) years from the date of final payment by the STATE to the GRANTEE, records and accounts of the GRANTEE are to be kept available for inspection and audit by representatives of the STATE.

Copies of the records shall be furnished to the STATE upon request and shall be maintained in accordance with accepted job cost accounting procedures as established in 48 CFR § 31. All costs must be supported by actual invoices and canceled checks. The GRANTEE agrees to comply with the audit requirements contained herein, and to impose the same requirement on any consultant, contractor, or subcontractor who may perform work funded by this AGREEMENT.

The records to be maintained by the GRANTEE shall include, but are not limited to, the following:

- (a) Records that identify the sources and applications of funds for this AGREEMENT and contain information pertaining to outlays;
- (b) Supporting source documents;
- (c) All documentation underlying the preparation of the financial reports;
- (d) Any other records which are required following notification of an amendment to State of Washington or federal regulations which takes effect during the period in which costs are allowable; and
- (e) Any other records necessary to disclose fully the amount and disposition of the funds provided to the GRANTEE under this AGREEMENT and charged to the PROJECT, supported by documents evidencing in detail the nature and propriety of the charges, the total cost of each undertaking for which the assistance was given or used, the amount of the costs of the undertaking supplied by other sources, and other books, records, and documents needed for a full and complete verification of the GRANTEE's responsibilities and all payments and charges under this AGREEMENT.

In the event that any litigation, claim or audit is initiated prior to the expiration of said six-year period, the records shall be retained until such litigation, claim, or audit involving the records is complete.

#### **SECTION VI TERM**

This AGREEMENT shall become effective upon the date the last party signs the AGREEMENT. The AGREEMENT shall continue in full force for the useful life of the equipment and materials installed with STATE funds. It is the expectation of the parties that the useful life of the materials is ten (10) years. Accordingly, this AGREEMENT shall continue in full force and effect for ten (10) years after the physical completion of the work to be performed for this PROJECT.

#### **SECTION VII REPRESENTATIONS, WARRANTIES, AND COVENANTS**

The following representations and warranties by the PARTIES hereto shall be considered conditions precedent to the effectiveness of this AGREEMENT.

The GRANTEE represents and warrants the following:

- (a) That it is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington;
- (b) That the monies the GRANTEE will derive through this AGREEMENT will be used solely for the PROJECT as defined in this AGREEMENT;
- (c) That it has the full power and authority to enter into this AGREEMENT, and to carry out the obligations, which it has hereby undertaken;
- (d) That all corporate and other proceedings required to be taken by or on the part of the GRANTEE to authorize its entrance into this AGREEMENT, have been or will be duly taken;
- (e) That execution of this AGREEMENT and the performance of the improvement hereunder will not violate any statute, rule, regulation, order, writ, injunction or decree of any Court, administrative agency or government body;
- (f) That the GRANTEE has not employed or retained any company or person to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, any fee, commission percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the STATE shall have the right to terminate this AGREEMENT without liability;
- (g) That the GRANTEE shall not engage on a full, part-time, or other basis, during the period of the AGREEMENT, any professional or technical personnel, to work on this AGREEMENT, who are, or have been, at any time during the period of the AGREEMENT in the employ of the STATE without written consent of the employer of such person; and
- (h) That the GRANTEE shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee, agent, or officer of the STATE nor will the GRANTEE rent or purchase any equipment or materials from any employee or officer of the STATE.

#### **SECTION VIII TERMINATION FOR FAULT**

Should either the STATE or the GRANTEE substantially fail to perform their obligations under this AGREEMENT, and continue in such default for a period of sixty (60) calendar days, the PARTY not in default shall have the right at its option, after first giving thirty (30) calendar days written notice thereof by certified mail to the PARTY in default, and notwithstanding any waiver by the PARTY giving notice of any breach thereof, to terminate this AGREEMENT. The termination of this AGREEMENT shall not impair any other rights of the terminating PARTY under this AGREEMENT or any rights of action against the defaulting PARTY for the recovery of damages. For purposes of this provision, a substantial failure to perform on the part of the GRANTEE shall be deemed to include, but shall not be limited to, any action of the GRANTEE that jeopardizes its ability to perform pursuant to this AGREEMENT.

#### **SECTION IX TERMINATION FOR CONVENIENCE**

The STATE may terminate this AGREEMENT in whole, or in part, upon thirty (30) calendar days written notice whenever: (a) The requisite grant funding becomes unavailable through failure of appropriation or otherwise; and/or (b) The STATE determines that such termination is in the best interests of the STATE. (c) If the STATE exercises its rights under this section XIII, then the STATE shall reimburse GRANTEE for any expenses and costs eligible

hereunder prior to receipt of such notice of termination.

#### **SECTION X ASSIGNMENT AND SUCCESSION**

Neither the STATE nor the GRANTEE may assign or in any manner transfer either in whole or in part this AGREEMENT or any right or privilege granted to it hereunder, nor permit any person or persons, company or companies to share in any such rights or privileges without the prior written consent of the other PARTY hereto, except as otherwise herein provided. Nothing in this AGREEMENT shall be construed to permit any other railway company or any other person, corporation, or association, directly or indirectly, to possess any right or privilege herein.

#### **SECTION XI FORCE MAJEURE**

It is further understood and agreed that neither the GRANTEE nor the STATE, as the applicable case may be, shall be required to keep this AGREEMENT in effect during any period(s) it is prevented from doing so by governmental action, war, strikes, riots, terrorism, or civil commotion, or if the rail facilities or any portion thereof is made unserviceable by Acts of God including, but not limited to, floods, high water, or other damage by the elements.

#### **SECTION XII NOTICES**

Any notice, request, consent, demand, report, statement or submission which is required or permitted to be given pursuant to this AGREEMENT shall be in writing and shall be delivered personally to the respective PARTY set forth below, or if mailed, sent by certified United States mail, postage prepaid and return receipt required, to the respective PARTIES at the addresses set forth below, or to such other addresses as the PARTIES may from time to time advise by written notice to the other PARTY. The date of personal delivery or of execution of the return receipt in the case of delivery by certified U.S. mail, of any such notice, demand, request, or submission shall be presumed to be the date of delivery.

NOTICES IN THE CASE OF THE GRANTEE: CITY OF LAKEWOOD, WA

Attn: City Manager  
Lakewood City Hall  
6000 Main Street SW  
Lakewood, WA 98499-5027

Should the above Registered Agent become unavailable, the GRANTEE consents to allowing the legal notices to be sent to the Secretary of State of the State of Washington.

NOTICES IN THE CASE OF THE STATE:

Ron Pate, Director  
WSDOT Rail Division  
310 Maple Park Avenue SE  
Olympia, WA 98504-7407

#### **SECTION XIII INTERPRETATION**

This AGREEMENT shall be construed liberally so as to secure to each PARTY hereto all of the rights, privileges, and benefits herein provided or manifestly intended. This AGREEMENT, and each and every provision hereof, is for the exclusive benefit of the PARTIES hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right of a third party to recover by way of damages or otherwise against the PARTIES hereto.

If any covenant or provision, or part thereof, of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, which in itself is valid, if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other provisions except as herein allowed.

All remedies provided in the AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively therewith.

Any forbearance of the PARTIES in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of that or any other right or remedy hereunder.

Each PARTY hereby agrees to immediately notify the other PARTY of any change in conditions or any other event, which may significantly affect the TERM of this AGREEMENT or the PARTY's ability to perform the PROJECT in accordance with the provisions of this AGREEMENT.

#### SECTION XIV SUBCONTRACTING

It is understood that the GRANTEE may choose to subcontract all or portions of the work. The GRANTEE must obtain the STATE's advanced written approval of all subcontractors it shall employ on the PROJECT.

No contract between the GRANTEE and its contractors and/or their subcontractors, and/or material suppliers shall create any obligation or liability of the STATE with regard to this AGREEMENT without the STATE's specific written consent to such obligation or liability notwithstanding any concurrence with, or approval of, the award, solicitation, execution, or performance of any contract or subcontract. The GRANTEE hereby agrees to include the provisions of this AGREEMENT in all contracts entered into by the GRANTEE for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

#### SECTION XV LAWS TO BE OBSERVED

1. **General Compliance.** The GRANTEE shall comply with all applicable federal, State, and local laws, rules, regulations, and orders pertaining to the PROJECT, including but not limited to 48 CFR Part 31 and 49 CFR Part 18. If any action or inaction by the GRANTEE results in a fine, penalty, cost, or charge being imposed or assessed on or against the GRANTEE and/or the STATE, the GRANTEE shall assume and bear any such fine, penalty, cost, or charges. In the event the STATE, for any reason, is required to pay the same, the GRANTEE, upon demand, shall promptly reimburse, indemnify, and hold harmless the STATE for or on account of such fine, penalty, cost or charge and shall also pay all expenses and attorney's fees incurred in defending any action that may be brought against the STATE on account thereof. The GRANTEE shall, in the event of any such action and upon notice thereof from the STATE, defend any such action(s) free of cost, charge and expense to the STATE.

2. **Permits and Compliance with land use and environmental laws.** The GRANTEE shall be responsible for obtaining all necessary permits from federal, state, and local agencies of government and compliance with land use and environmental regulations pertaining to the performance of work under this AGREEMENT.

3. **Compliance with Social Laws.** During the term of the AGREEMENT, the GRANTEE and its contractors, subcontractors, and lessees shall comply with all applicable STATE and FEDERAL workmen's compensation, employer's liability and safety and other similar laws applicable to the GRANTEE.

4. **Equal Employment Opportunity.** In connection with the execution of this AGREEMENT, the GRANTEE or its Contractor shall not discriminate against any employee or applicant for employment because of race, creed, marital status, age, color, sex or national origin, or disability, except for a bona fide occupational qualification.

#### SECTION XVI INDEPENDENT CONTRACTOR

The GRANTEE shall be deemed an independent contractor for all purposes and the employees of the GRANTEE or any of its contractors, subcontractors, lessees and the employees thereof, shall not in any manner be deemed the employees or agents of the STATE.

#### SECTION XVII SAFETY AND LIABILITIES

1. **Safety.** The GRANTEE shall do all things necessary and proper for the safe operation of the PROJECT and shall comply with all regulations prescribed by law or any public authority with respect thereto for the safety of the public or otherwise.

2. **Personal Liability of Public Officers.** No officer or employee of the STATE or GRANTEE shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of the STATE or GRANTEE.

3. **Responsibility for Damage.** The STATE, Transportation Commission, Secretary of Transportation, and all officers and employees of the STATE including, but not limited to, those of the Department of Transportation shall not be responsible in any manner for: any loss or damage to the work or any part thereof; for any loss of material or damage to any of the materials or other things used or employed in the performance of the work; for any injury to or death of any persons,

either workers or the public, or for damage to the public for any cause due to the intentional acts or negligence of the GRANTEE or its workers, or anyone employed by it.

4. **Indemnification.** The GRANTEE shall indemnify and hold the STATE and all its officers and employees harmless from, and shall process and defend at its own expense all claims, demands, or suits at law or equity arising out of this AGREEMENT caused by the performance or failure to perform by the GRANTEE, its agents, employees and/ or its subcontractors of any and all duties prescribed by, or incidental to its performance under, this AGREEMENT; provided that nothing herein shall require the GRANTEE to indemnify or hold the STATE harmless against claims, demands, or suits based solely upon the negligent conduct of the STATE, its officers or employees; and provided further that if the claims, demands or suit is caused by or results from the concurrent negligence of (a) the GRANTEE's agents or employees and (b) the STATE's agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision with respect to claims or suits based upon such negligence shall be valid and enforceable only to the extent of the GRANTEE's negligence or the negligence of the GRANTEE's agents or employees.

The GRANTEE agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing construction and/or maintenance for the PROJECT. For this purpose, the GRANTEE, by mutual negotiation, hereby waives with respect to the STATE only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW. This indemnification and waiver shall survive the termination of this AGREEMENT.

#### **SECTION XVIII NO WAIVER OF STATE'S RIGHTS**

The STATE shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore from showing the true amount and character of the work performed and materials furnished, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the AGREEMENT. Neither the granting of an extension of time, nor acceptance of and/or payment for, the whole or any part of the work by the STATE shall bar the STATE from seeking recovery of damages or any money wrongfully or erroneously paid to the GRANTEE. A waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

#### **SECTION XIX VENUE**

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Thurston County. The PARTIES also agree that each PARTY shall be responsible for its own attorney's fees and other legal costs.

#### **SECTION XX DISPUTES RESOLUTION**

In the event that a dispute arises under this AGREEMENT which cannot be resolved between the PARTIES, the dispute shall be settled in the following manner: Each PARTY to this AGREEMENT shall appoint a member to a dispute board. The members so appointed shall jointly appoint a third member who is not employed by or affiliated in any way with the two PARTIES to this AGREEMENT. The dispute board shall evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the PARTIES hereto. The PARTIES agree to each be responsible for its own costs and further agree to equally share the cost of the third member of the dispute board.

#### **SECTION XXI COMPLETE AGREEMENT**

This document and referenced attachments contain all of the covenants, stipulations and provisions agreed upon by the PARTIES. No agents, or representative of either PARTY has authority to make, and the PARTIES shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the PARTIES as an amendment to this AGREEMENT prior to beginning or continuing any work to be covered by the amendment.

#### **SECTION XXII EXECUTION OF ACCEPTANCE**

The PARTIES adopt all statements, representations, warranties, covenants, and EXHIBITS to this AGREEMENT.

### **SECTION XXIII AMENDMENT**

Either PARTY may request changes in these provisions. Such changes that are mutually agreed upon shall be incorporated as written amendments to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto prior to beginning or continuing any work to be covered by the amendment.

**SECTION XXIV COUNTERPARTS**

This AGREEMENT may be executed in two counterparts, each of which shall be deemed to be an original having identical legal effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the date signed last by the PARTIES below.

STATE OF WASHINGTON Department of Transportation

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

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

Ron Pate, Director  
WSDOT Rail, Freight, and Ports Division

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

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

John J. Caulfield, City Manager  
CITY OF LAKEWOOD, WA

Attest:

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

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

Alice M. Bush, MMC, City Clerk

Approved as to form:

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

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

Scott Lockwood  
Assistant Attorney General  
State of Washington

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

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

Heidi A. Wachter  
Lakewood City Attorney

Any modification, change or revision to this AGREEMENT requires the further approval as to form by the Office of the Attorney General.

**EXHIBIT A**  
**Containing**  
**SCOPE OF WORK**  
**SCHEDULE**  
**COST ESTIMATE**

**SCOPE OF WORK**

Lakeview Ave - 111th St from Kendrick St. to 108th St: construct 5 foot bike lanes, concrete curb & gutter, concrete 5 foot wide sidewalks on both sides of Lakeview Ave from 108th St to 111th St and on both sides of 111th St. from Lakeview Ave to Kendrick St. Included therein will be necessary storm drainage improvements, pavement patching, roadway markings & signage, street lighting and other amenities associated with sidewalk/roadway construction practices.

Lakeview Ave from 108th St to Clover Park Technical College Campus: construct on the west side only a 5 foot bike, concrete curb & gutter, concrete 5 foot wide sidewalk. Included therein will be necessary storm drainage improvements, pavement patching, roadway markings & signage, street lighting and other amenities associated with sidewalk/roadway construction practices.

Right-of-Way will need to be acquired to retrofit the above, needed improvements into the existing roadway without significantly modifying the travel lane count and/or the lane widths thereof.

**SCHEDULE**

Begin Design Work	upon Agreement Execution
Complete Design, Right-of-Way	November, 2016
Advertise Project	January, 2017
Award Project	February, 2017
Start Construction	March, 2017
Operationally Complete	May, 2017

**COST ESTIMATE**

\$2,000,000

Cost estimate includes:

- \$20,000 for WSDOT administration
- \$130,000 for Design, Right-of-Way
- \$1,850,000 for Construction

**EXHIBIT B**  
**WSDOT ACCOUNTING MANUAL CHAPTER 10**  
**TRAVEL RULES AND PROCEDURES**

Online access available at:

[http://www.wsdot.wa.gov/publications/fulltext/design/ConsultantSrvs/Accounting\\_Chapter10.pdf](http://www.wsdot.wa.gov/publications/fulltext/design/ConsultantSrvs/Accounting_Chapter10.pdf)

**CURRENT TRAVEL REIMBURSEMENT INFORMATION**

Per Diem Rates as of October 2015 are available online at:

<http://www.ofm.wa.gov/resources/travel/colormap1015.pdf>

Please review the Office of Financial Management Website for periodic updates to these rates <http://www.ofm.wa.gov/>



TO: Mayor and City Councilmembers

FROM: Bill Adamson, SSMCP Program Manager; &  
David Bugher, Assistant City Manager Development  
Services/Community Development Director

THROUGH: John J. Caulfield, City Manager 

DATE: July 11, 2016 (Study Session)

SUBJECT: Professional Services contract to develop a strategy and plan to resolve  
incompatible land uses in the McChord Northern Clear Zone

---

THE PROBLEM:

The presence of incompatible land uses within the McChord Northern Clear Zone (NCZ) is the most critical encroachment issue facing JBLM. Any land uses other than airfield infrastructure is incompatible in the CZ. There are existing uses on the western and eastern edges of the CZ that are incompatible, including industrial uses and storage condominium units (individual, privately owned storage units). As of April 2016, 32 properties encroach into the CZ. In the past, funds were used to acquire fee-simple title or development rights to parcels of land located within the Clear Zone (CZ) north of McChord Air Force Base's runway.

ENTER THE SSMCP:

The South Sound Military & Communities Partnership (SSMCP) took the lead in drafting a grant proposal to the DoD's Office of Economic Adjustment (OEA). OEA has awarded SSMCP, and the City of Lakewood as SSMCP's fiduciary agent, a grant for \$344,753 with \$34,476 in non-federal matching funds for a total of \$310,277 in federal funds. A portion of this federal grant, \$200,000, is set aside to acquire a professional services contract. The purpose of this contract is to develop a strategy and plan to remove all buildings and structures from the off-base portion of the Clear Zone (CZ) on the north side of McChord Airfield in Lakewood and Pierce County.

A Request for Proposal (RFP) sought professional services to analyze options for resolving northern CZ encroachment. Two teams of professional service consultants responded to the RFP. A selection panel reviewed the two proposals and met with the consultant teams to select a consultant. The selection panel recommended that Lakewood contract with the consultant team led by Julia Walton of 3 Square Blocks, MAKERS, White & Smith, and Property Counselors.

Carrying out this task includes:

- Researching the NCZ properties;
- Meetings with government agencies with potential interest in the NCZ;
- Learning about the interests of private property owners in the NCZ;
- Learning about other communities in the U.S. with off-base NCZs;
- Develop the recommended strategy; and
- Pursuit of funding sources (local, State, federal) for property or easement acquisition.

Successful strategy implementation will involve obtaining political support from relevant local jurisdictions, specifically the cities of Lakewood and Tacoma, the Pierce County Council and the County Executive, and then from Pierce County's state delegation and congressional representatives. Provided political support is forthcoming, the next step would be to identify and fund the appropriate governmental unit to lead the acquisition process.

CITY COUNCIL ACTION:

On July 18, 2016, the City Council will be requested to approve by minute motion City Manager authorization to execute a contract for service with Julia Walton of 3 Square Blocks, MAKERS, White & Smith, and Property Counselors in an amount not to exceed \$200,000. By way of information, the City Manager also sits on the executive board of the SSMCP.

The terms of the contract are those listed in the City's standard contract form approved by the City Attorney. The scope of work is based on the terms contained in the Request for Proposal, which, in turn, is based on the grant application as approved by OEA. OEA grants are administered in two parts - the SSMCP Program Manager performs the day-to-day administrative tasks; the Assistant City Manager for Development Services authorizes payment requests to OEA.

Attachments:

SSMCP award letter



OFFICE OF ECONOMIC ADJUSTMENT  
2231 CRYSTAL DRIVE, SUITE 520  
ARLINGTON, VA 22202



JUN 30 2016

FAIN: HQ00051610189  
OEA Locator: EN1320-16-02  
Lewis-McChord JB (JLUS)

Mr. Michael David Bugher  
Assistant City Manager  
City of Lakewood  
6000 Main Street, SW  
Lakewood, WA 98499-5027

Dear Mr. Bugher:

I am pleased to inform you of the approval of Federal grant funds from the Office of Economic Adjustment (OEA), a U.S. Department of Defense field activity. The OEA award package contains specific guidance about the various requirements that will apply during the life cycle of this grant and consists of the following documents:

1. Notice of Award (attached);
2. National Policy Terms and Conditions;
3. OEA General Terms and Conditions;
4. OEA Program-Specific Terms and Conditions.

Items #2-4 can be found at <http://www.oea.gov/grants/grant-terms-and-conditions>.

I advise you to carefully review all of the documents. If the provisions are acceptable, please sign the Notice of Award using our online system.

You may direct questions regarding the OEA award to the contacts provided in the Notice of Award. We look forward to working with you.

Sincerely,

Patrick J. O'Brien  
Director  
Office of Economic Adjustment

Attachments:  
As Stated

**PROFESSIONAL SERVICES AGREEMENT  
FOR**

---

This Professional Services Agreement ("Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, by and between the City of Lakewood, a Washington municipal corporation ("City"), and \_\_\_\_\_, \_\_\_\_\_ ("Contractor"). The City and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

:	<b>CITY OF LAKEWOOD:</b>
---	--------------------------

The Parties agree as follows:

1. **TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than \_\_\_\_\_("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.
  
2. **SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining any applicable City of Lakewood business license. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.
  
3. **TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party \_\_\_\_\_days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

#### **4. COMPENSATION.**

4.1 Amount. In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B", attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

#### **5. INDEMNIFICATION.**

5.1 Contractor Indemnification. Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.

5.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. **INSURANCE**. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

6.1. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

6.2. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to the Contractor's profession.

6.3. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- c. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

6.4. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

6.5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

6.6. Verification of Coverage. Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the

additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

6.7 Notice of Cancellation. The Contractor shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

6.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

6.9 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

6.10 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

7. **WORK PRODUCT**. All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

8. **BOOKS AND RECORDS**. The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

9. **INDEPENDENT CONTRACTOR**. The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to

the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

**10. CONFLICT OF INTEREST.** It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

**11. EQUAL OPPORTUNITY EMPLOYER.** In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

**12. GENERAL PROVISIONS.**

12.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

12.2 Assignment and Beneficiaries. Neither the Contractor nor the City 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. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and

benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

12.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

12.4 Contractor's Employees – Employment Eligibility Requirements. The Contractor and any subcontractors 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 Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. The Contractor shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for such proof.

12.5 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative process. If the Pierce County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in Pierce County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in Pierce County, Washington and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, however nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

12.6 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the “date of mutual execution” hereof.

[Signature page follows]

IN WITNESS, the Parties hereto have caused this agreement to be executed the day and year first above written.

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

CITY OF LAKEWOOD

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

John J. Caulfield, City Manager

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Alice M. Bush, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Heidi Ann Wachter, City Attorney

## EXHIBIT A SCOPE OF SERVICES

CZ Task 1. Participate in a project start-up meeting. This meeting will include a discussion of the challenges identified in removing businesses from the Clear Zone, a review of work done to date by the JLUS Implementation Task Force and its Economic Development Working Group, expectations of the selected consultant, and key project milestones with deliverables.

CZ Task 2. Identify feasible strategies and processes for clearing the Clear Zone. This includes research on the following:

- Explore feasibility of existing financial tools for relocation assistance and support
- Explore feasibility of Transfer of Development Rights (TDR) or receiving areas and land swaps
- Compile information on McChord CZ existing easements. This might require assistance from JBLM to complete this project.
- Research best practices of creative ways to address the Clear Zone challenges; determine applicability of examples from other jurisdictions
- Explore right of first refusal process for property acquisition by government entities.
- Update assessment information for properties in the Clear Zone and identify cost of acquisition/relocation of existing businesses.
- Explore resources and/or strategies to clear the CZ of structures once businesses have been relocated.
- Explore alternatives to clearing the Clear Zone.

CZ Task 3. Prepare and maintain database matrix to document outcomes for Task 2.

CZ Task 4. Conduct Public Outreach

- Engage Clear Zone business and property owners and other affected parties to provide them with an opportunity to frame the issues and provide feedback.
- Outreach to JBLM and appropriate agencies on a regular basis to coordinate activities and obtain support for to facilitate their implementation.
- Prepare public information/education materials on the effort to clear the Clear Zone

CZ Task 5. Document and present preliminary findings and recommendations for short-term and intermediate-term actions. The written report will include:

## EXHIBIT A SCOPE OF SERVICES

- An interim analysis of findings in Task 2 of the Scope of Work
- Recommended strategies for government acquisition of Clear Zone property
- Recommendations for relocating businesses in the Clear Zone.

CZ Task 6. Attend JLUS Implementation Task Force meetings to report progress on the project. The consultant may be required to attend monthly meetings.

CZ Task 7. Draft Action Plan that identifies feasible short-term, interim, and intermediate/long-term strategies, partners required, and potential opportunities and constraints.

CZ Task 8. Draft Implementation Program that identifies the steps needed to accomplish each strategy, including responsibilities of key agencies and elected officials, cost implications and schedules.

CZ Task 9. Present final Action Plan and Implementation Program

CZ Task 10. Initiate Implementation Program. This may include drafting legislation and MOU's, and continued outreach to property and business owners, agencies and elected officials to facilitate and/or coordinate the strategy for each action item to ensure they are accomplished.

CZ Task 11. Accompany SSMCP staff and leadership in engaging state and federal legislators to educate them regarding compatible use issues and solutions at JBLM / McChord Airfield. This will require coordination with legislative staff to ensure that delegates and congressional legislators are briefed on JLUS Implementation activities.

### DELIVERABLES

1. Database to document findings in Task 2.
2. Public outreach brochure with background on Northern CZ, JLUS and the action plan to clear the clear zone (Task 4)
3. Action Plan (draft and final) identifying each strategy, the steps needed to accomplish the strategy, who needs to be involved (implementation partners) and the anticipated timeframe. (Task 7 and 11)
4. Implementation Program (draft and final) outlining how the Action Plan is to be accomplished. (Task 8)

EXHIBIT A  
SCOPE OF SERVICES

5. Draft and submit a capital funding request for the 2017 or 2018 Washington State Legislature, requesting funds to purchase properties in the North McChord Field Clear Zone
6. Testify at Legislative Committee Hearings pertaining to clearing Clear Zones and Accident Potential Zones

EXHIBIT B - COMPENSATION

MAXIMUM COMPENSATION \$200,000

Preliminary Budget

Preliminary Budget		3 Square Blocks PM & Outreach	MAKERS Military Planning	Smith & White Planning & Legal	Property Counselors Real Estate	Total
<b>PHASE 1</b>	<b>PROJECT INITIATION</b>					
CZ Task 1	Project Start-up: Kick-off Meeting, Outreach Plan & Baseline Conditions	\$8,500	\$1,000	\$4,500	\$1,000	\$15,000
	<b>PHASE 1 TOTAL</b>	<b>\$8,500</b>	<b>\$1,000</b>	<b>\$4,500</b>	<b>\$1,000</b>	<b>\$15,000</b>
<b>PHASE 2</b>	<b>PROJECT INVESTIGATIONS</b>					
CZ Task 2	Potential Strategies and Processes for Clearing the Clear Zone	\$8,500	\$5,500	\$16,000	\$1,000	\$31,000
CZ Task 3	Prepare and Maintain Database	\$4,000	—	—	—	\$4,000
CZ Task 4	Public Communications	\$5,000	\$1,000	\$3,000	\$2,500	\$11,500
	<b>PHASE 2 TOTAL</b>	<b>\$17,500</b>	<b>\$6,500</b>	<b>\$19,000</b>	<b>\$3,500</b>	<b>\$46,500</b>
<b>PHASE 3</b>	<b>FINDINGS AND RECOMMENDATIONS</b>					
CZ Task 5	Clear Zone Findings and Recommendations	\$5,000	—	\$12,500	\$10,000	\$27,500
CZ Task 6	JLUS Implementation Task Force Meetings	\$20,000	\$2,000	\$10,000	\$3,000	\$35,000
	<b>PHASE 3 TOTAL</b>	<b>\$25,000</b>	<b>\$2,000</b>	<b>\$22,500</b>	<b>\$13,000</b>	<b>\$62,500</b>
<b>PHASE 4</b>	<b>PHASE 4 ACTIONS AND IMPLEMENTATION</b>					
CZ Task 7	Clear Zone Action Plan	\$20,000	—	\$2,000	—	\$22,000
CZ Task 8	Implementation Program: Draft & Final	\$4,000	—	\$10,000	—	\$14,000
CZ Task 9	Present Final Action Plan and Implementation Program	\$4,000	—	—	—	\$4,000
	<b>PHASE 4 TOTAL</b>	<b>\$28,000</b>	<b>—</b>	<b>\$12,000</b>	<b>—</b>	<b>\$40,000</b>
<b>PHASE 5</b>	<b>INITIATE IMPLEMENTATION PROGRAM</b>					
CZ Task 10	Initiate Implementation Program	\$10,000	—	\$5,000	\$1,000	\$16,000
CZ Task 11	State and Federal Legislative Support	\$10,000	—	—	\$1,000	\$11,000
	<b>PHASE 5 TOTAL</b>	<b>\$20,000</b>	<b>—</b>	<b>\$5,000</b>	<b>\$2,000</b>	<b>\$27,000</b>
	Expenses	\$3,000	\$500	\$5,000	\$500	\$8,500
	<b>PROJECT TOTAL</b>	<b>\$102,000</b>	<b>\$10,000</b>	<b>\$68,000</b>	<b>\$20,000</b>	<b>\$200,000</b>

3 Square Blocks Submittal to SSMCP for JBLM JLUS Implementation of McChord Northern Clear Zone



TO: Mayor and City Councilmembers  
FROM: Courtney Casady, Assistant to the City Manager and Dave Bugher,  
Assistant City Manager for Development Services  
THRU: John J. Caulfield, City Manager *John J. Caulfield*  
DATE: July 11, 2016  
SUBJECT: Motor Avenue Project Update

**Purpose:** The purpose of this memo is to update the City Council on the Motor Avenue Project.

**Background:**

As a means of addressing the priority of urban design and community character the City of Lakewood embarked on a project to develop a new street corridor plan for Motor Avenue SW between Whitman Avenue SW, and the intersection of Gravelly Lake Drive SW and Bridgeport Way SW. The project includes the development of a "complete street" plan incorporating urban design concepts to create a vibrant and welcoming public space within the City's central business district. The City has retained the services of Studio KPG as the lead firm on the project. Working with Studio KPG as part of the design team are the firms of BERK and Framework.

The City of Lakewood began hosting a series of Community Meetings in February 2016-June 2016, to receive input and understand how the public would embrace a proposed project. The results were unexpected, and what started out as a complete streets plan hosted by the City, became a project designed and embraced by many members of the community. Beginning with Charrette meetings and ending with public hearings, the Motor Avenue Project has received unanimous support, was featured in local news and is being used as a case study for several students from local colleges.

**The Alternatives:**

The design firms, BERK, KPG and Framework have provided three design alternatives which have been reviewed by community members, the Motor Avenue Adhoc Committee, the Planning Commission and the Parks and Recreation Board. Images for each of the alternatives are attached. Please note that any design features such as, size of the central

plaza, market structure etc. can be interchanged between any of the three alternatives. The primary differences between the alternatives involve parking, pedestrian access and vehicle access.

Alternative 1: Retains the existing private parking along the Colonial Center's sidewalk. Angled parking and a one-way drive on the private property allows parking to stay in its current location. While this offers maximum convenience for those parking at the Colonial Center, it has the significant disadvantage of separating uses of Colonial Center from the new plaza space. This alternative retains full access to Gravelly Lake Drive.

Alternative 2: Entails improvements on the private property as well as the Motor Avenue right-of-way. The central plaza will run from the theater itself fully across the right-of-way with diagonal parking on both sides of the drive area. Alternative 2 retains full access from Gravelly Lake Drive.

Alternative 3: closes the intersection of Motor Avenue and Gravelly Lake Drive. Cars are allowed on the west end of Motor Avenue to access the motel and the parking area west of the Colonial Center. Vehicle access would be limited on the Theater Plaza and east, but emergency vehicles and potentially other limited access could be allowed. The advantage to Alternative 3 is the extension of "park" space at the east end of the site, by closing the street.

Upon review of the Planning Commission, the Motor Avenue Adhoc Committee and Parks and Recreation Board, all three boards have unanimously voted in favor of alternative number #3.

### **Economic Development:**

In addition to igniting a community, the project has also sparked new economic development. The historic Colonial Center adjacent to Motor Avenue is being partially remodeled, and several bids have been placed on a long-term vacant property adjacent to the project site. Although there has been overall support for the Motor Avenue project, there has been some concern regarding alternative #3, which suggests closing the roadway to through traffic while still providing a route for emergency vehicle access. By closing the intersection, business owners worry that their storefront will have less visibility and traffic, ultimately resulting in less business. There are several businesses operating on the corner of Gravelly Lake Drive and Motor Avenue including: a bagel shop, antique store, and a new proposed CVS pharmacy.

### **Next Steps:**

1. Staff recommends that the City Council select a design that keeps the Motor Avenue roadway open to traffic and incorporates high-level design features and a large central gathering space. In order to support existing businesses and the community's needs, staff suggests that Council consider closing Motor Avenue at a later date if pedestrian access becomes the dominant transportation method for the area. Immediately, the City will still have the option to close the intersection from time-to-time for large scale events.

2. City Council adopts the “Complete Streets” ordinance as part of the comprehensive plan update, which will allow for the City of Lakewood to seek new funding opportunities up to \$500,000. The Comprehensive Plan updates are scheduled to be reviewed by Council in October/November 2016.

**Attachments:**

Alternative 1

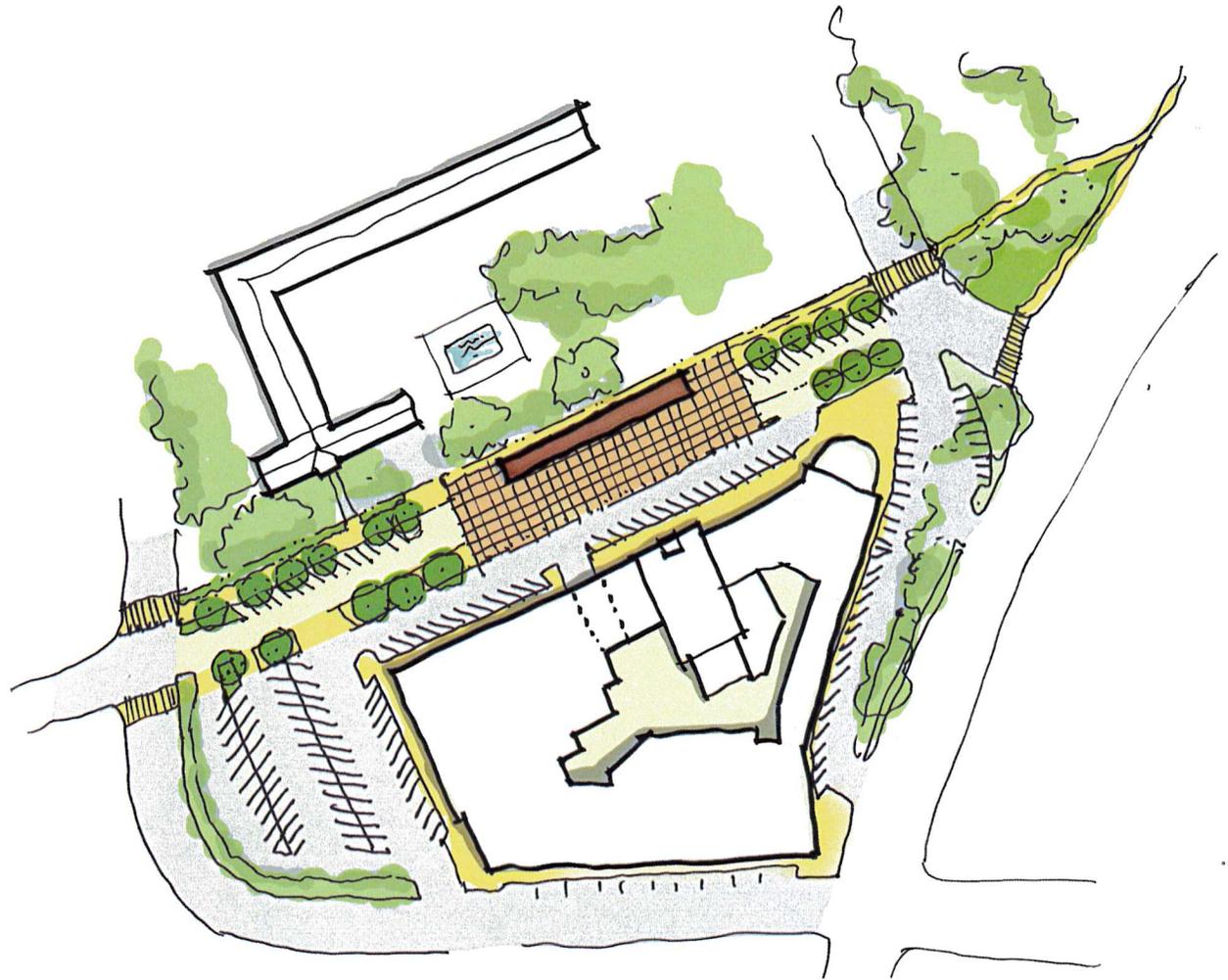
Alternative 2

Alternative 3

Motor Avenue Project Power Point Presentation

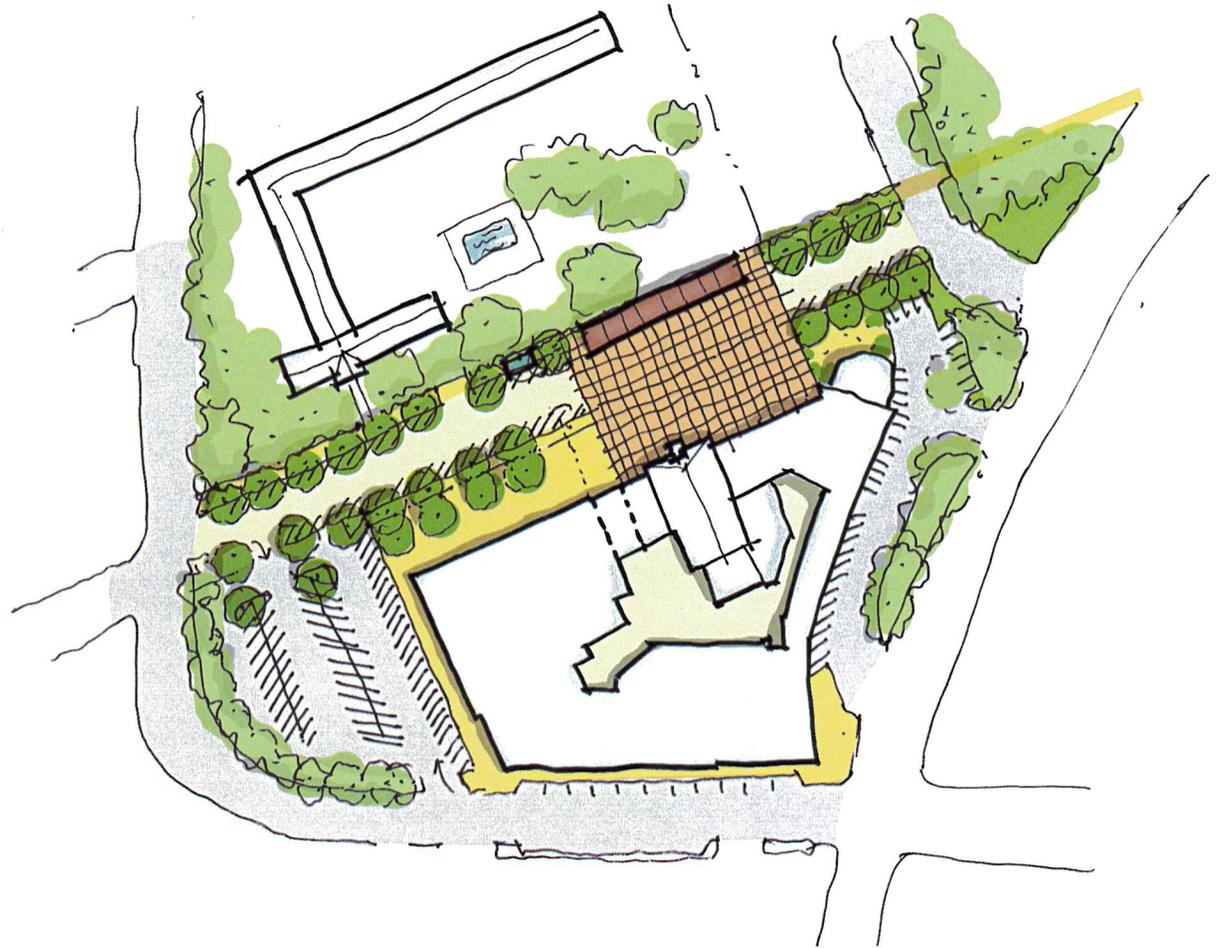
## Alternative 1

- Parking retained in front of Colonial Center
- Large central plaza
- Wide Sidewalks
- Angled parking on north side of street
- Event structure



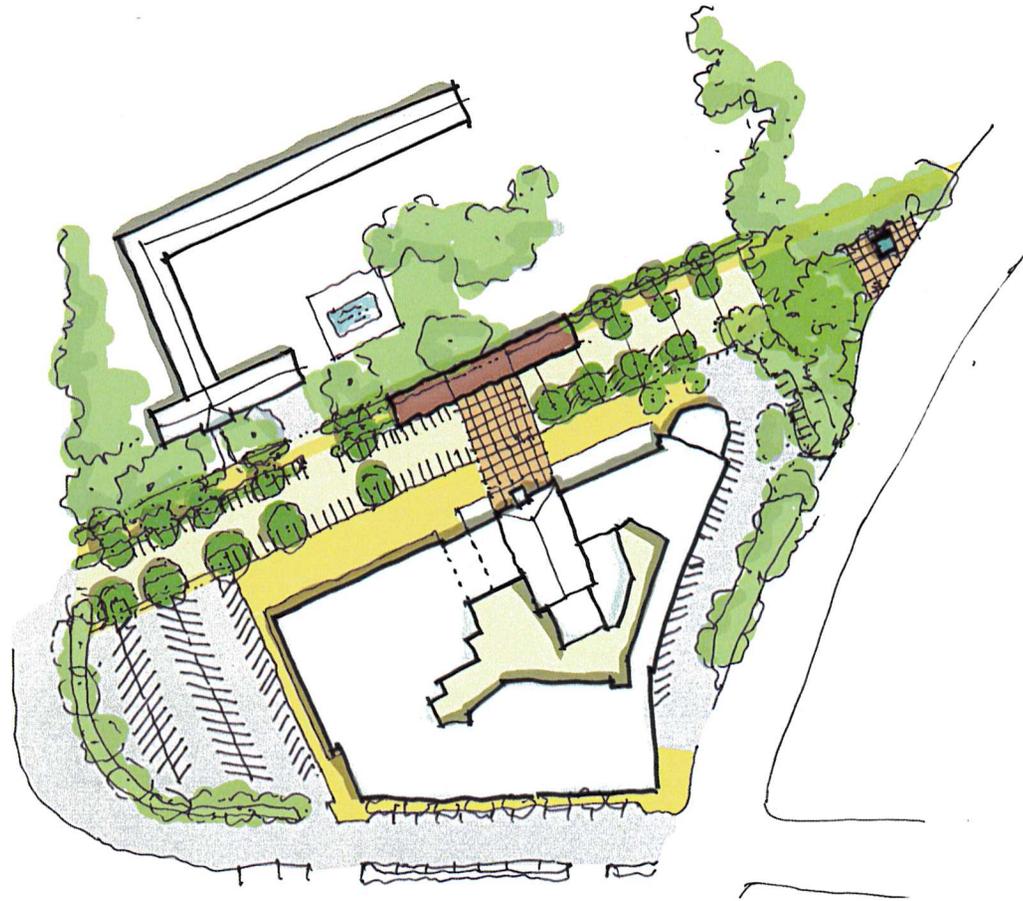
## Alternative 2

- Parking shifted to street
- Large central plaza
- Wide sidewalk on north side
- Very wide sidewalk on south side of street
- Angled parking on both sides of street
- Event structure



## Alternative 3

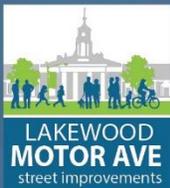
- Parking shifted to street
- Small central plaza
- Wide sidewalk on north side  
Very wide sidewalk on south side
- Perpendicular parking on both sides
- Event structure
- Access closed to Gravelly Lake Drive; extension of the Grove



- Est. 1937 -  
**MOTOR AVENUE**  
LAKEWOOD WASHINGTON

# URBAN DESIGN VISION

SPRING / SUMMER 2016



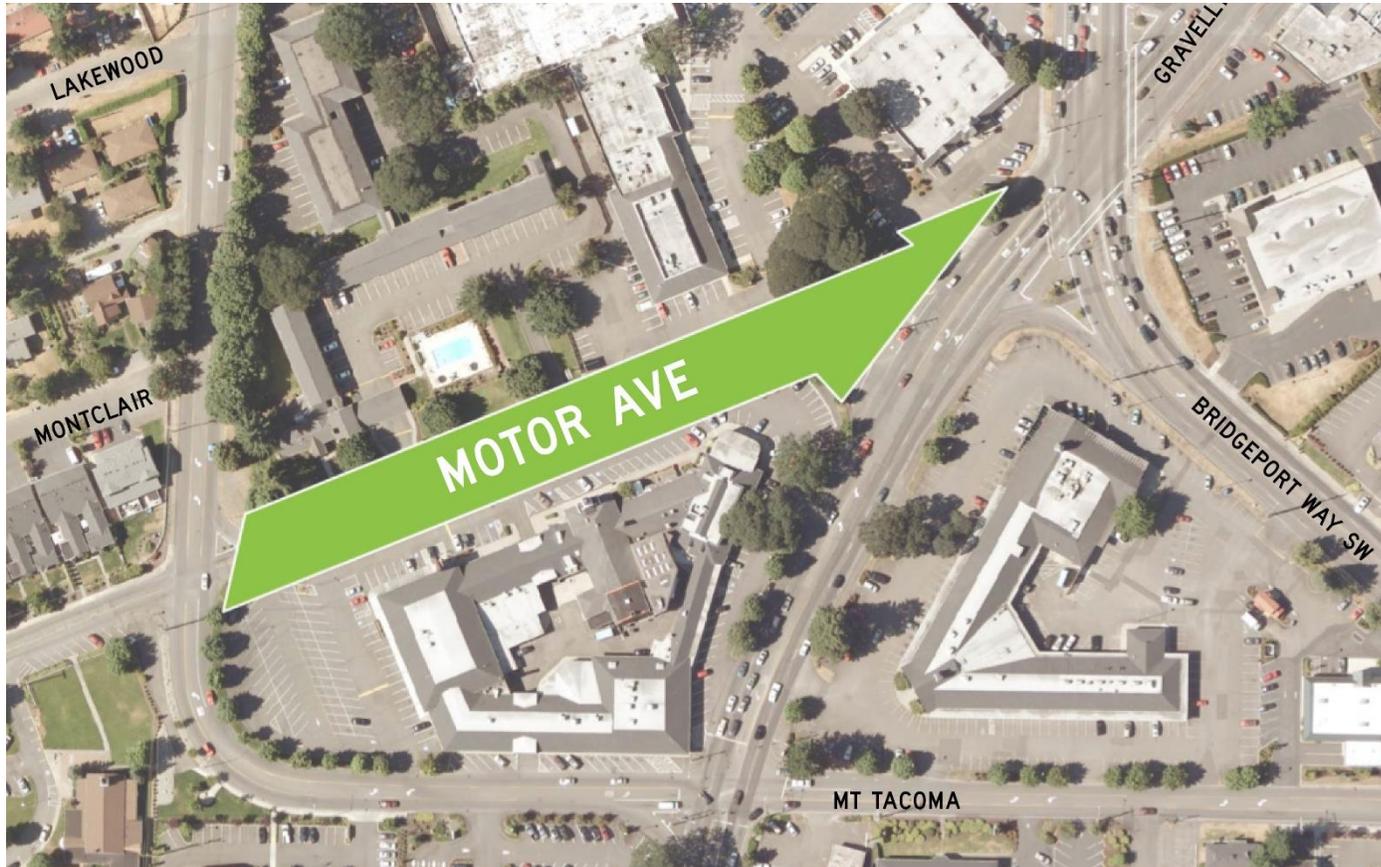
# PRESENTATION

- Project Overview
- Community Process
- Investment for Redevelopment
- Motor Avenue Concept and Alternatives
- Funding Opportunities and Next Steps

# PROJECT OVERVIEW



# WHY MOTOR AVE?



- Public Ownership
- Low Volume Traffic
- Central Location
- Colonial Center
  - Historic & Cultural Asset
- Garry Oak Stand
- Ability to be a Catalyst for Redevelopment!

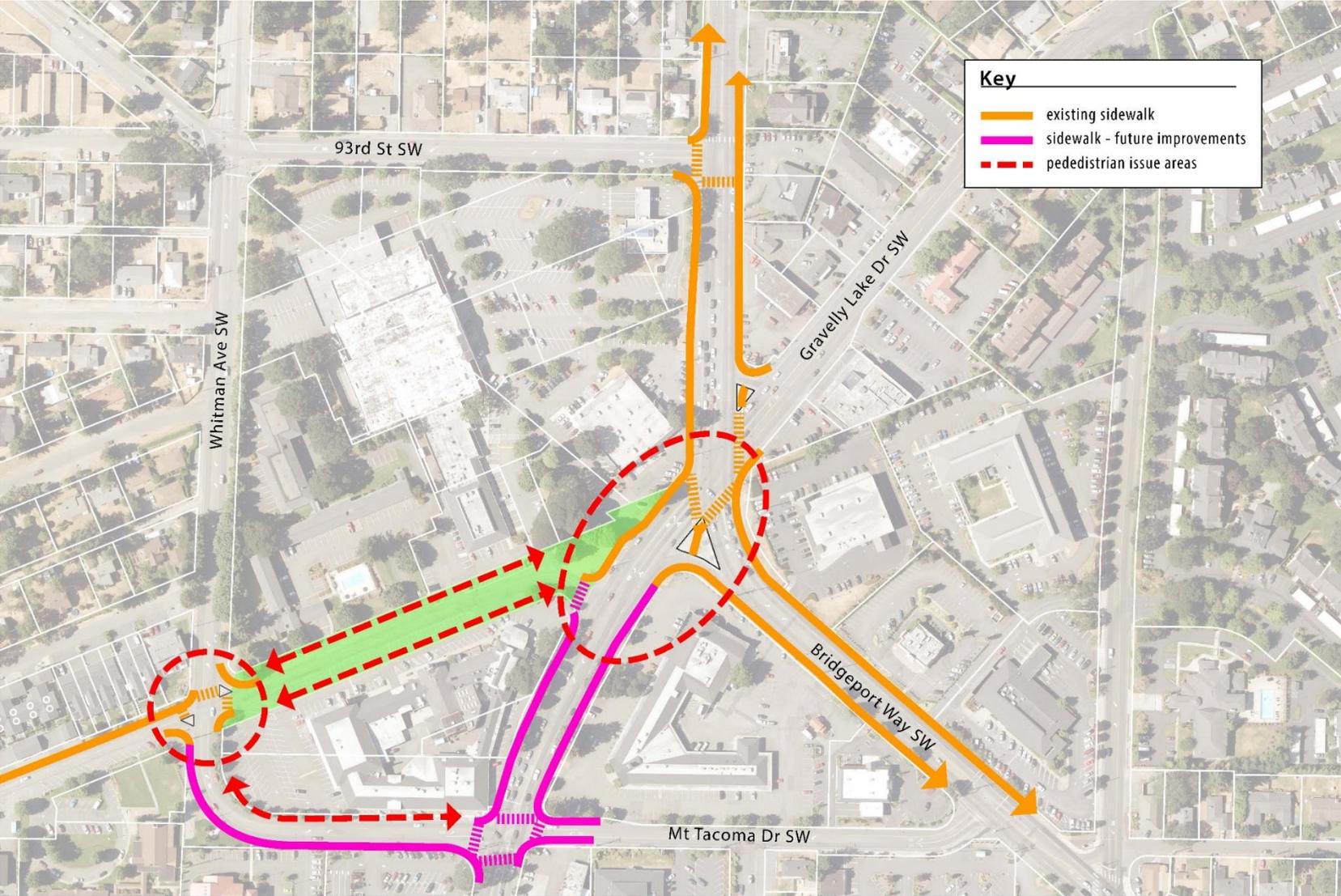
# OVERALL PROJECT GOAL

“Create an implementable and fundable plan that creates an attractive, pedestrian-friendly place in the city, that fosters mixed use development and creates a destination gathering place for the community”

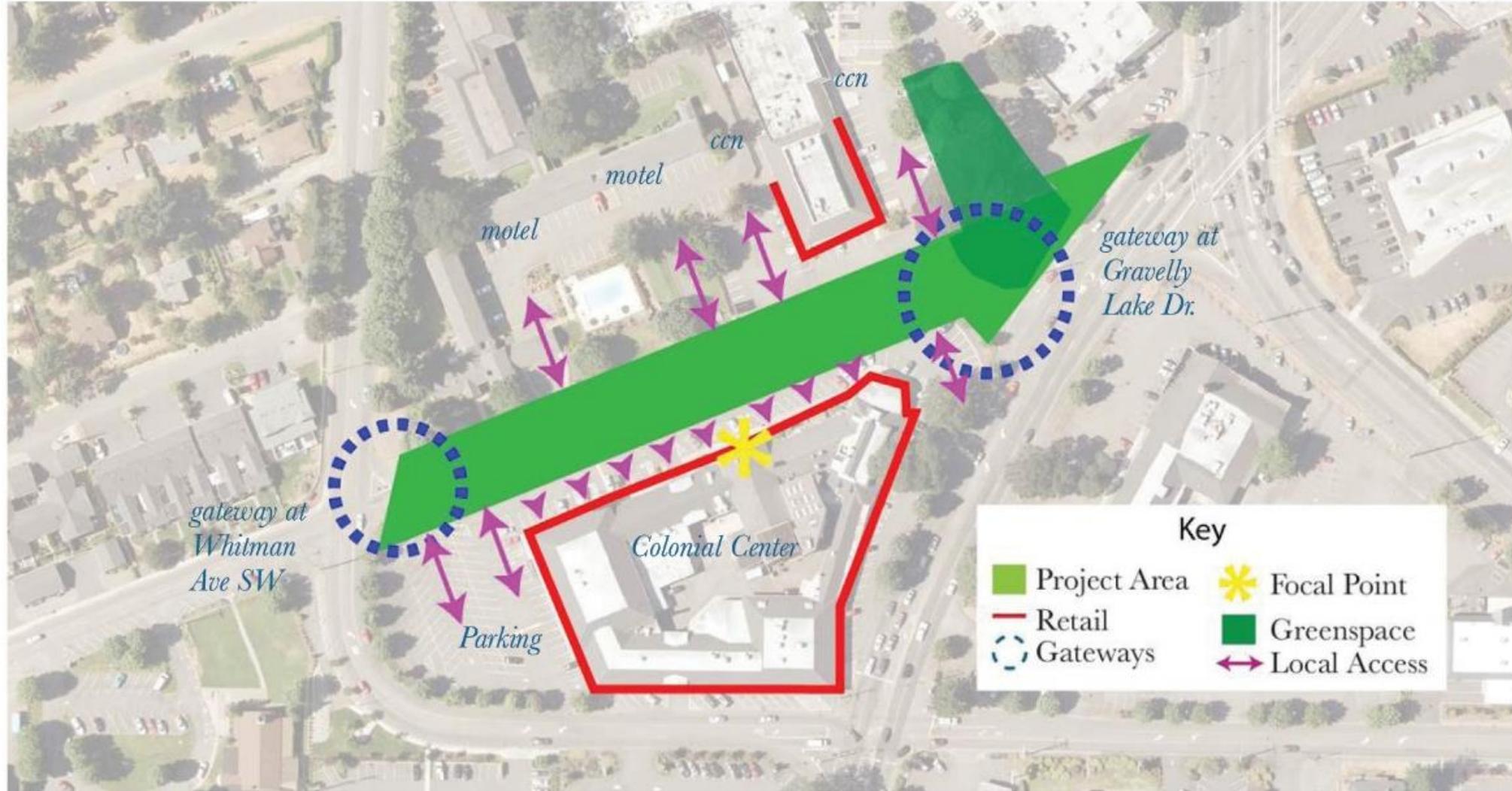
# TRAFFIC PATTERNS



# CREATE PEDESTRIAN NETWORKS



# SITE CONTEXT AND ACCESS



# PAST – COMMUNITY GATHERING PLACE



# PRESENT - SOCIAL CONTEXT



# DESIGN INSPIRATION AND QUALITY



*Second Street, Langley WA*

# DESIGN INSPIRATION AND QUALITY



*Terry Avenue North, Seattle, WA*



# COMMUNITY PROCESS

# PROCESS

2016

01  
FEB

FEB 2016  
**PROJECT KICKOFF**

Starting the project with clear goals and visions for success.

FEB - MARCH 2016  
**COMMUNITY CHARRETTE**

Gathering comprehensive input, feedback and community excitement

01  
MARCH

01  
APRIL

MARCH - MAY 2016  
**DOCUMENTATION**

Providing a design, vision and strategy for implementation

01  
MAY

01  
JUNE

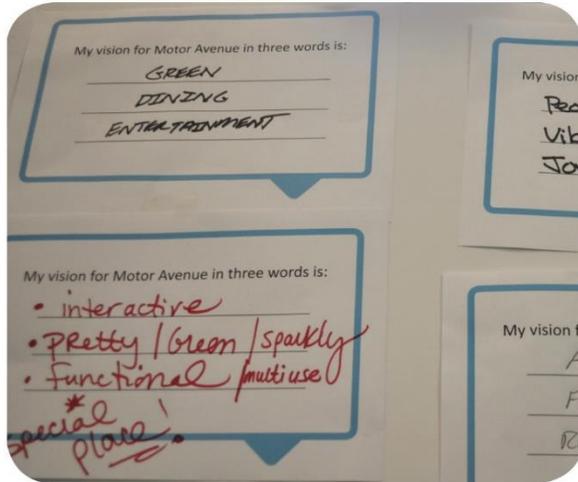
JUNE - JULY 2016  
**CITY ADOPTION**

Adopting the vision and moving forward with next steps for completion of Motor Ave

# DESIGN CHARRETTE



# WHAT WE HEARD



## PROGRAMMING

- Parades
- Games + Mini Golf
- Music
- Street Festivals
- Movies
- Art Fair
- Wine Tasting
- Pastry and Chef Program
- Dining
- Farmers Market
- Food Trucks

## PLACEMAKING FEATURES

- Art Pieces
- Restrooms
- Courtyard
- Gateway
- Clock Tower

## SPACE

- Add Green
- Muli-Use and Flexible
- Historical Architecture
- Old Street Lights

## WELCOMING

- Special
- Vibrant
- Inviting
- Unique
- Joyful

# WHAT WE LEARNED

- Aim High in Design of Motor Avenue
- Design for Flexibility
- Provide Crosswalk and Pedestrian Connections
- Program activities to get people excited is important
- Investigate closing the street to traffic
- Provide park-like functions
- Desire to move privately-owned town clock to Motor Ave
- Support revitalization of the Theater
- Support existing businesses with parking and access
- Consider transition to mixed-use district

# INVESTMENT FOR REDEVELOPMENT



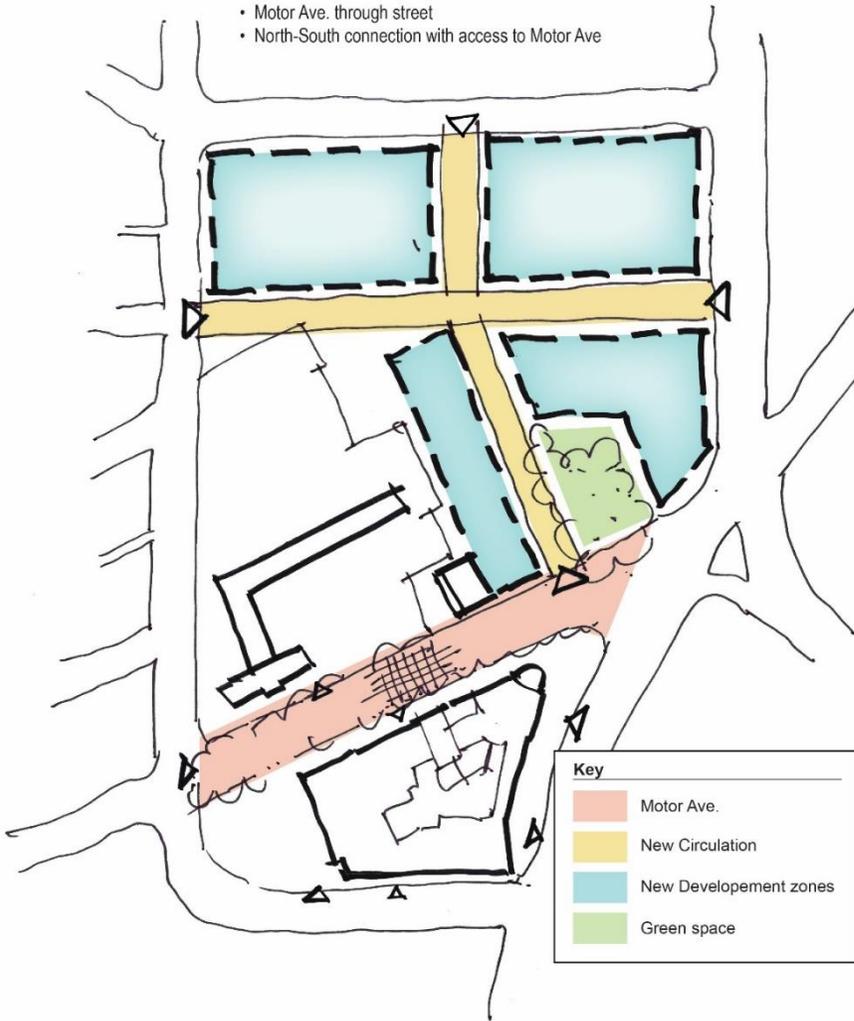
# REDEVELOPMENT POTENTIAL



# PLANNING FOR REDEVELOPMENT POTENTIAL

## Zone Development #1

- Motor Ave. through street
- North-South connection with access to Motor Ave

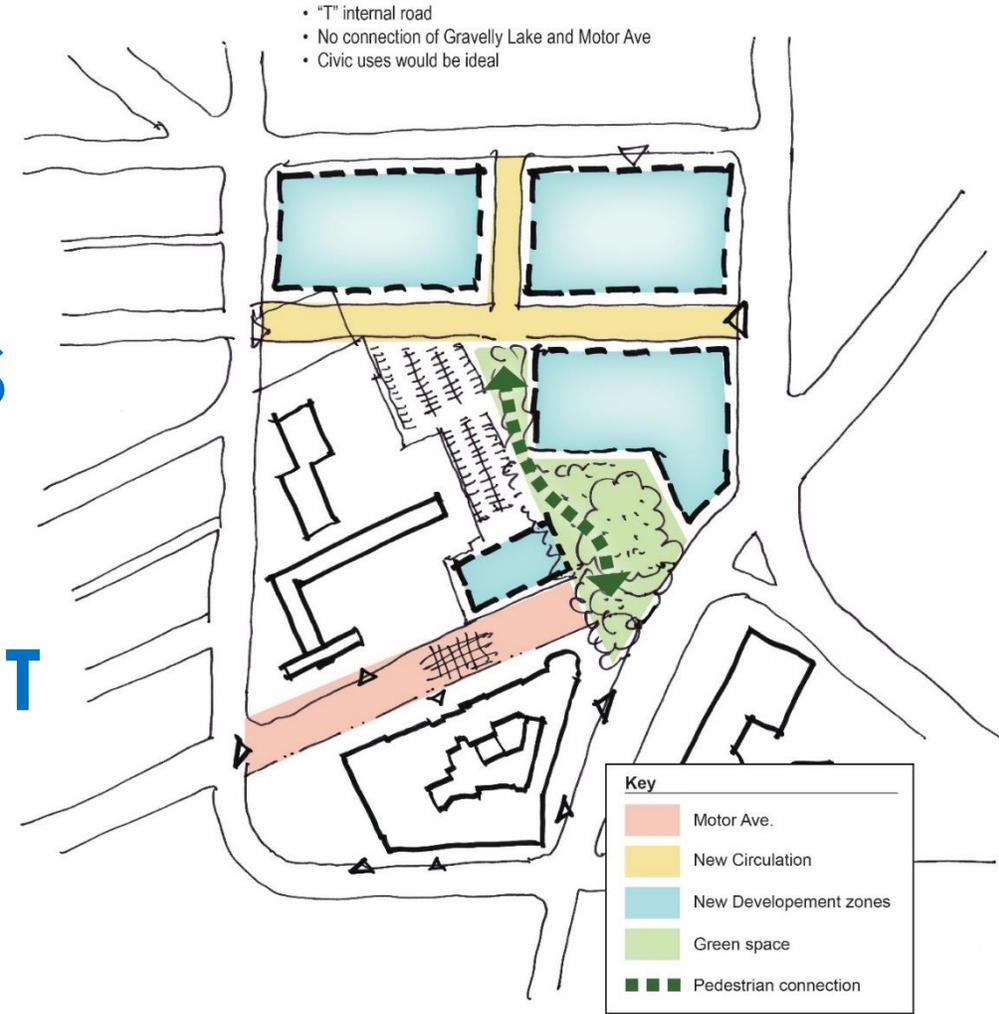


Key	
	Motor Ave.
	New Circulation
	New Development zones
	Green space

**WHAT  
ROADWAY  
CONNECTIONS  
WILL  
SUPPORT  
REDEVELOPMENT  
?**

## Zone Development #2

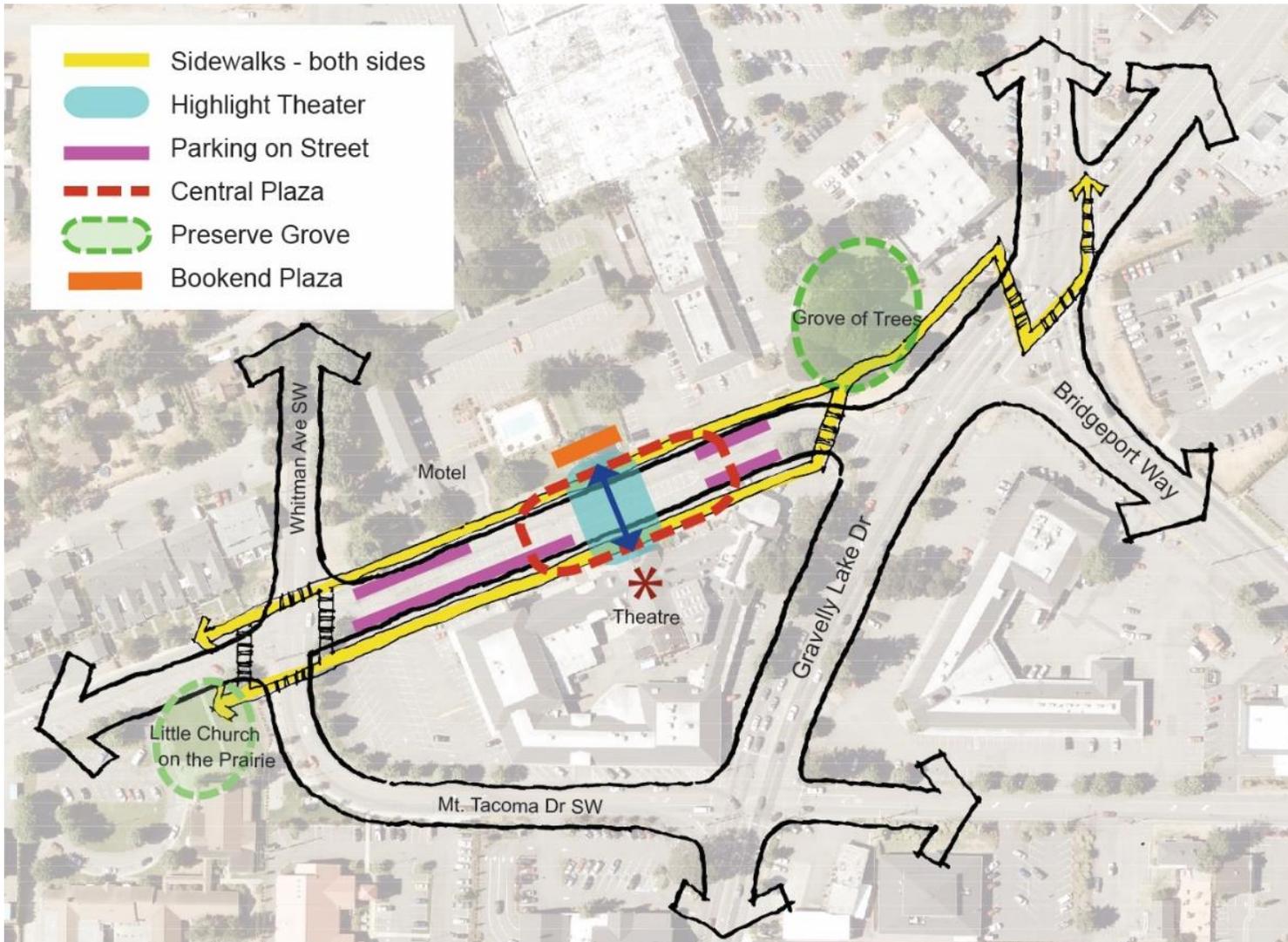
- "T" internal road
- No connection of Gravelly Lake and Motor Ave
- Civic uses would be ideal



Key	
	Motor Ave.
	New Circulation
	New Development zones
	Green space
	Pedestrian connection

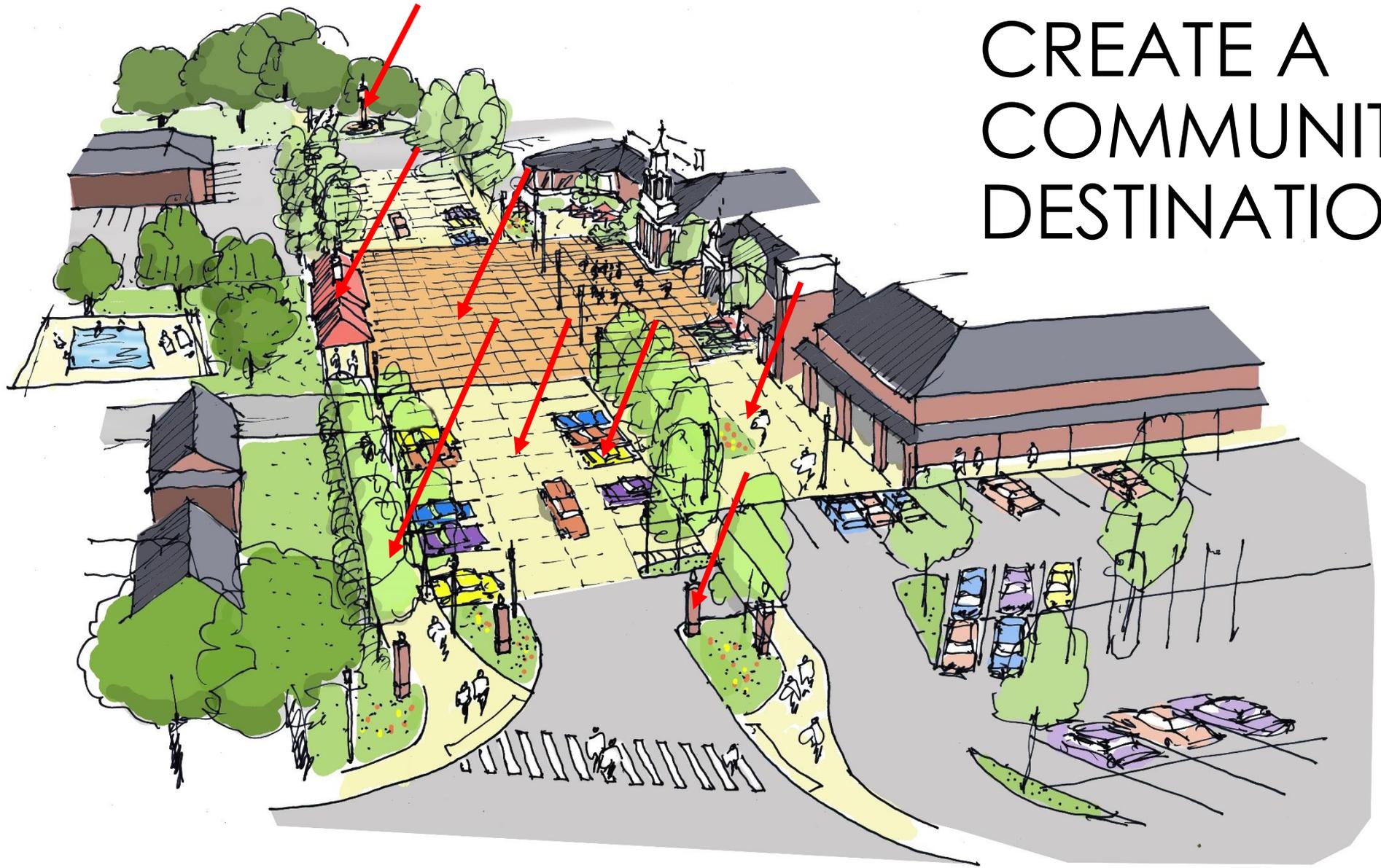
# MOTOR AVE CONCEPT & ALTERNATIVES

# OVERALL CONCEPT



- Pedestrian friendly & oriented space / ADA accessible (yellow)
- Relate to the Theatre as an iconic presence (asterisk)
- Combine the public and private space into a plaza (blue)
- Bookend with structure (orange)
- Preserve the Garry Oak grove is an asset and provide access (green)
- Provide on-street parking and create a slow zone along the corridor (purple)

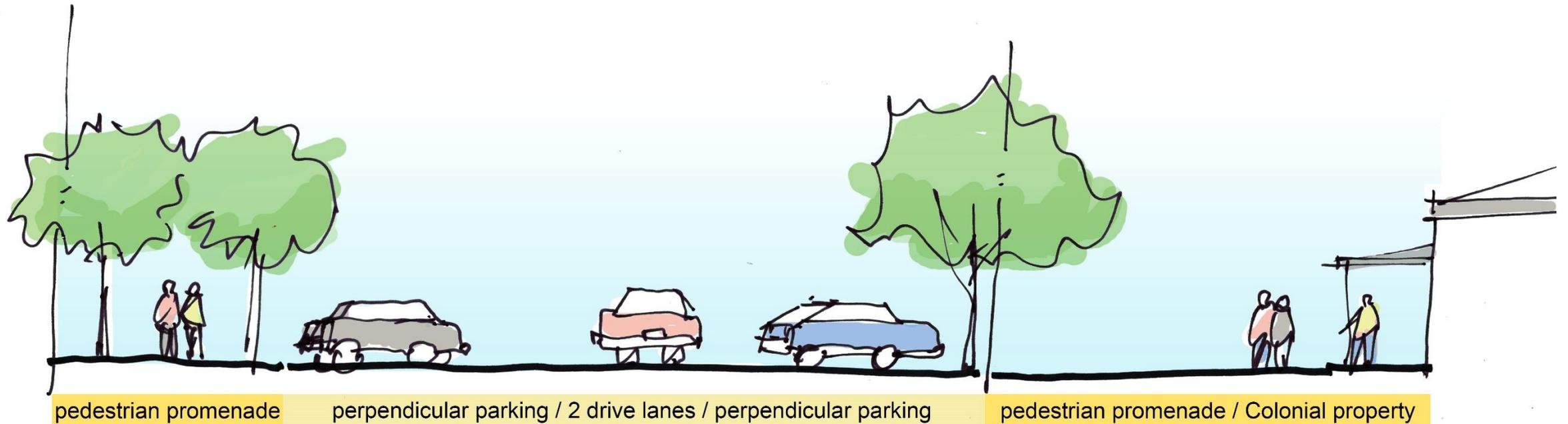
# CREATE A COMMUNITY DESTINATION



# CREATE A PEDESTRIAN-FRIENDLY PLACE

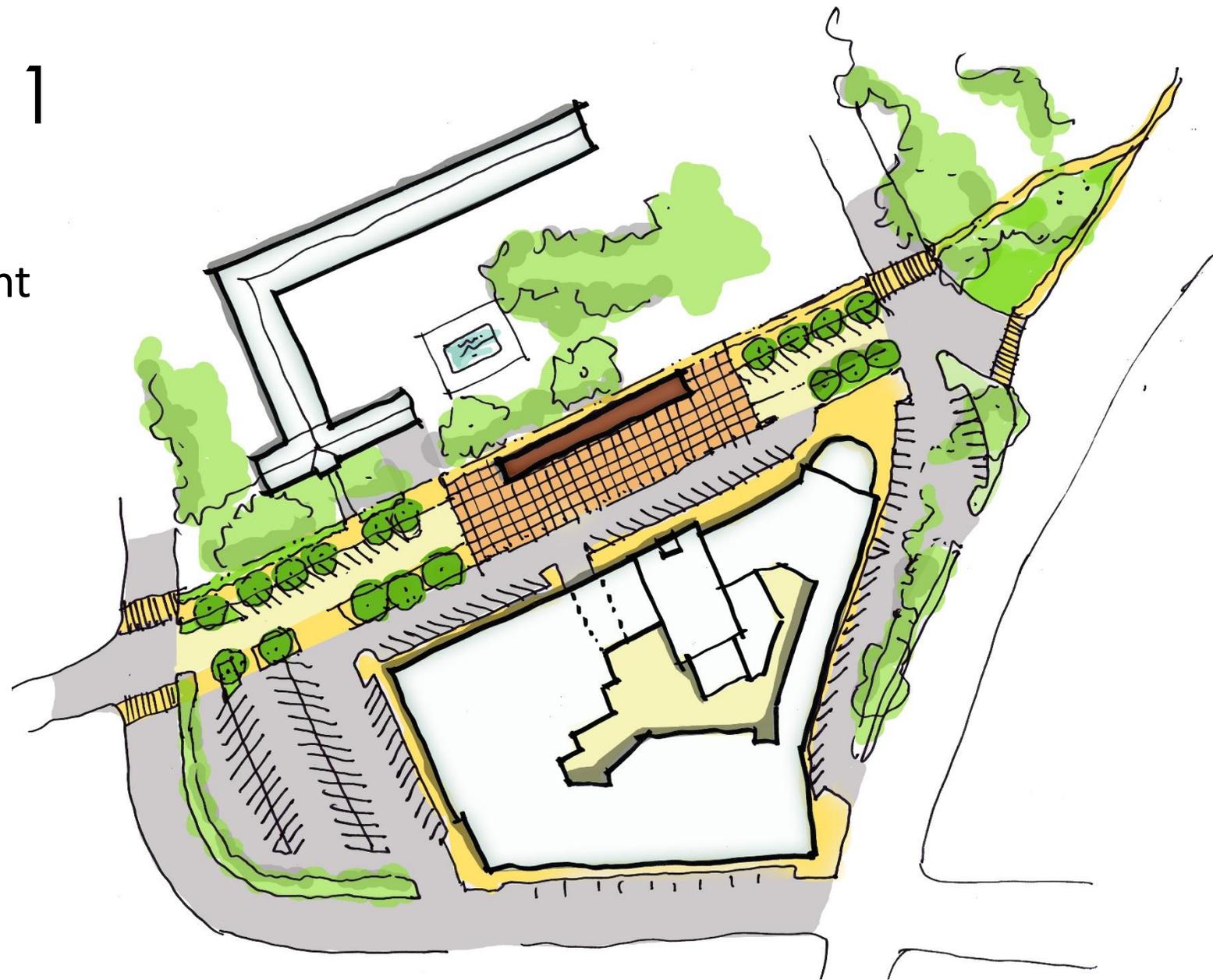


# CREATE A PROMENADE ON BOTH SIDES OF MOTOR AVENUE WITH ON-STREET PARKING



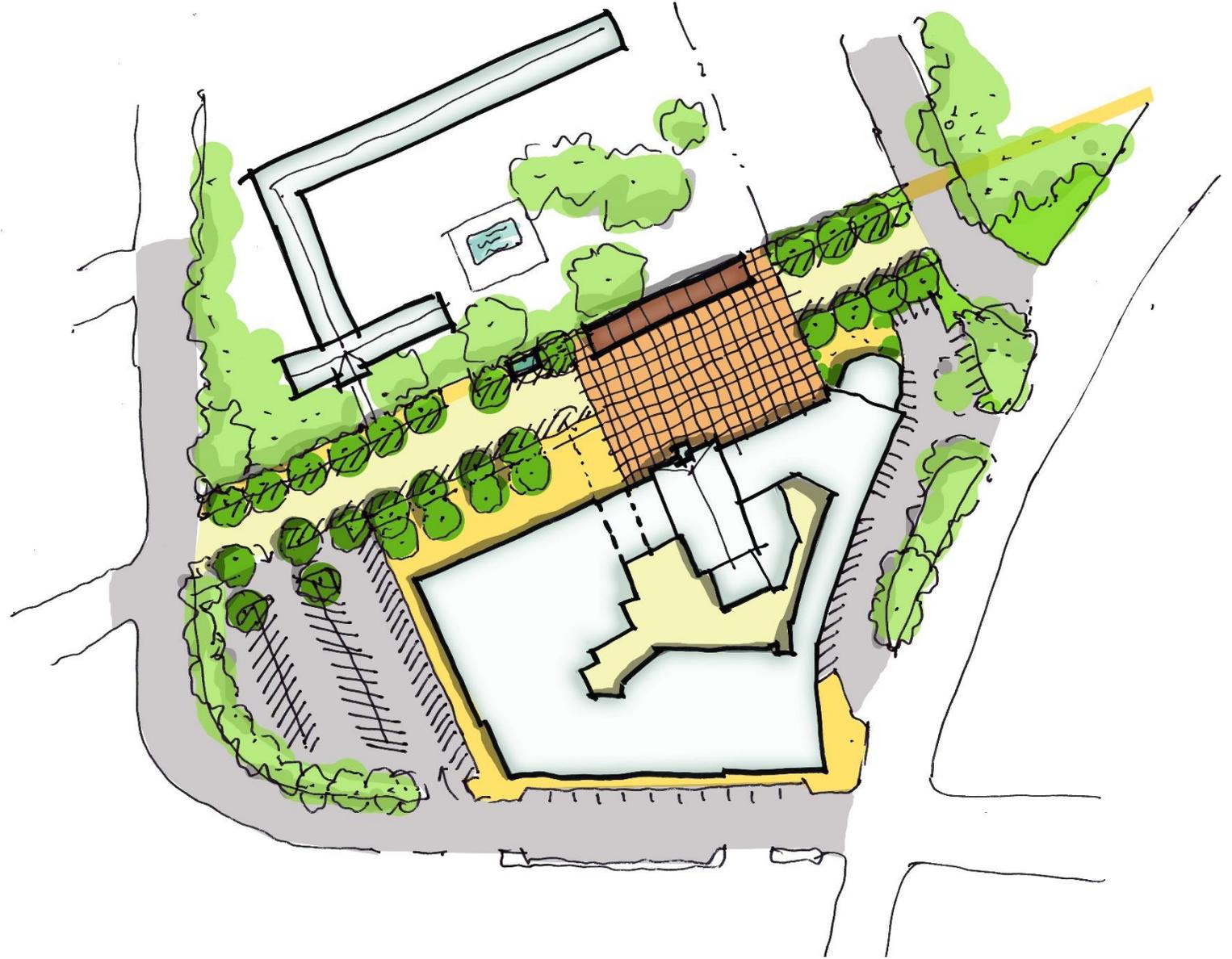
# ALTERNATIVE 1

- Parking retained on private property in front of Colonial Center
- Divides plaza



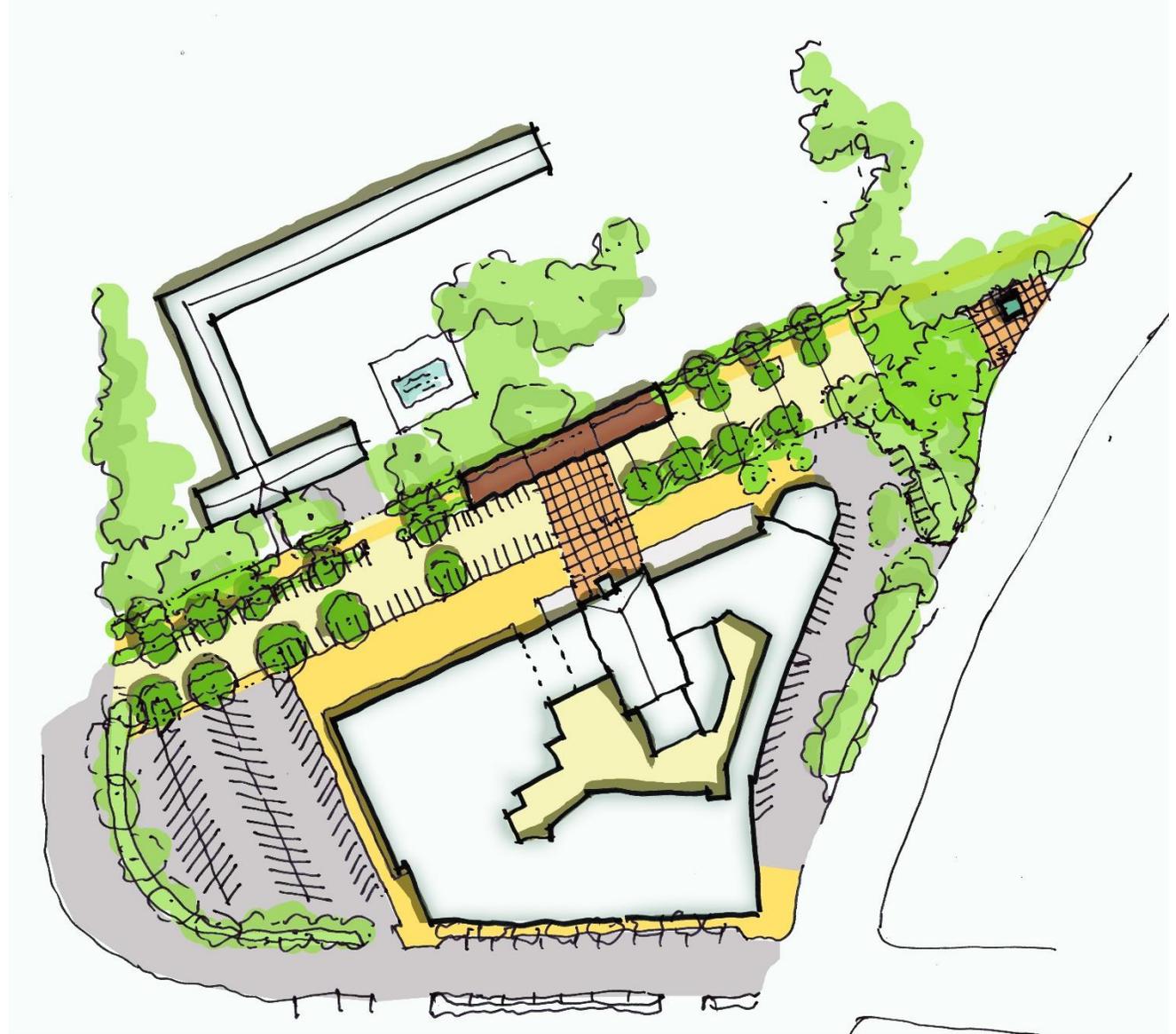
# ALTERNATIVE 2

- Plaza up to Colonial theatre
- On-street parking on both sides of Motor Avenue
- Street access to drive and redevelopment area and Gravelly Lake



# ALTERNATIVE 3

- Plaza up to Colonial theatre
- On-street parking on both sides of Motor Avenue
- Street access closed to Gravelly Lake, may require access on private property
- Extension of the Grove





W OF MOTOR AVE EXISIG STREETScape - BEFORE





DANCING



GROUP  
ACTIVITIES



FOOD  
TRUCKS

CELEBRATIONS



ART  
FESTIVALS



CRAFT  
MARKETS



# FUNDING OPPORTUNITIES & NEXT STEPS

# FUNDING SOURCES

- WA State: Pedestrian and Bicycle Program
- WA State: TIB Small City Sidewalk Program (SCSP)
- WA State: TIB Federal Match Program
- Federal: EDA
- Federal: HUD

# NEXT STEPS

- Identify funding for design and construction
- Initiate design
- Continue public process and stakeholder coordination

# QUESTIONS?





LAKWOOD  
**MOTOR AVE**  
street improvements

# METRICS

Metric	Existing	Alternative 1	Alternative 2	Alternative 3
Sidewalks (Linear Feet)	0	1160	1160	1160
Sidewalk Width	0	20' Both Sides	14' North Side 8'/38' South Side	14' North Side 8'/32' South Side
Public Space (Square Feet)	0	27,070 45%	33,770 sf 56%	39,818 sf 66%
Vehicular Space (Square Feet/Percentage of Right of Way)	100%	33,280 55%	26,580 sf 44%	20,532 sf 34%
Event Structure	0	1	1	1
Central Plaza	0	1 18,400 sf	1 19,500 sf	1 5,500 sf
Parking Spaces in ROW	33	30 Net loss of 3 spaces One-side angled Parking	66 Parking Neutral Both sides angled parking	51 Net loss of 15
Connections and Access	Two-way Traffic	Two-Way Traffic	Two-Way Traffic	Two-Way Traffic Eliminates access from Gravelly Lake Drive



TO: Mayor and City Councilmembers

FROM: David Bugher, Assistant City Manager Development Services/Community Development Director

THROUGH: John J. Caulfield, City Manager 

DATE: July 11, 2016 (Study Session)

SUBJECT: Amendments to the City's Land Use and development Regulations – Satellite Parking

---

**RECOMMENDATION(S):**

- The Community & Economic Development Department is recommending DENIAL of a privately initiated amendment to the City's zoning code regarding satellite parking facilities.
- Conversely, on June 15, 2016, the Lakewood Planning Commission has recommended APPROVAL of the same privately initiated amendment on a 5-1-1 vote.

**DESCRIPTION OF THE PROPOSED AMENDMENTS:**

The proposed amendment would add the AC2 zoning district to the list of areas where satellite parking lots may be considered. Satellite parking lots are currently allowed (with an administrative use permit) in "commercial zones" per LMC Section 18A.50.550 (F). The term "commercial zones" includes the NC1, NC2, ARC, CBD, TOC, C1, C2 and C3 zoning districts per LMC Section 18A.02.130.K. The proposed amendment would change LMC Section 18A.50.550 (F), to allow satellite parking areas "in commercial and AC2 zones within one-half mile of the sending site." (Sending site means the parcel of land from which the primary development activity originates.)

**EVOLUTION OF THE APPLICATION:**

- A. The application as originally filed proposed, among other things, to amend the definition of the term "commercial zones" as defined by LMC 18A.02.130.K. Staff was concerned with the unintended consequences that could result from amending the definition of the term "commercial zones", which is used in several different instances throughout the code. At the July 16 Planning Advisory Board (PAB) hearing, and later in correspondence dated August 8, 2014, the applicant revised the amendment request to simply add the AC2 zone to the description of areas where

satellite parking could be allowed per LMC 18A.50.550 (F). The applicant also withdrew his request to amend the time and duration limitation on satellite parking lots contained in LMC 18A.50.550 (F). This modification of the amendment request resolved the concerns that staff had regarding the proposed change to the term “commercial zones”.

- B. The then PAB moved forward with review and recommendation of the text amendment. On September 17, 2014, the PAB recommended denial of the proposal on a 3 to 2 vote. Resolution No. 2014-01 was adopted recommending denial of the application.
- C. The recommendation of the PAB was forwarded to the City Council in December, 2014. On December 15, 2014, the City Council adopted Ordinance No. 601 postponing any action on the application until completion of the Joint Base Lewis McChord (JBLM) Joint Land Use Study (JLUS). The City Council’s vote on Ordinance No. 601 was on a 6 to 1 vote.
- D. In October 2015, the Elected Officials’ Council representing the South Sound Military Communities Partnership (SSMCP) adopted the JBLM JLUS.
- E. In December 2015, the Lakewood Planning Commission began a second review of the proposal.
- F. In January 6, 2016, the Lakewood Planning Commission considered whether or not to hold a second public hearing on the application. On a voice vote 3 to 2 in favor, the Commission agreed to hold a second hearing.
- G. In April 20, 2016, the Lakewood Planning Commission conducted a public hearing on the application. At the hearing, two persons spoke in favor of the proposal.
  - 1. Mr. Steve Burnham, Attorney, representing the petitioner, asking commissioners to give approval to the requested amendment and allow the swap meet to make improvements of a new satellite parking area in effort to reduce vehicular and pedestrian traffic issues.
  - 2. Mr. Glen Spieth, Lakewood resident, noted that the Star Lite has been at that location over 50 years and is qualified for a historical marker. Mr. Spieth commented the owner ought to be allowed to make the improvements to streetscapes addressing pedestrian access and safety.
  - 3. Mr. Tom Knight, Chief of Staff, JBLM, submitted correspondence in opposition to the text amendment. He expressed concerns that the associated satellite parking could generate more traffic and increased activity in the AC II zone. He requested the City to consider satellite parking as a “...potential incompatible development.”
- H. The Commission also received information on the slate of proposed 2016 comprehensive plan/zoning ordinance amendments. One of the amendments was to delete satellite parking from the land use and development code.

- I. On May 18, 2016, the Lakewood Planning Commission, under public comment, received comments from 13 persons in favor of the satellite parking amendment. The Commission also received the staff report; the staff recommendation was to deny the application. However, due to a lack of quorum, no action was taken. The proposal was returned for Planning Commission action on June 15, 2016.
- J. On June 15, 2016, the Lakewood Planning Commission, again, under public comment, received comments from persons in favor of the satellite parking amendment. The Commission thereafter passed an alternative resolution approving satellite parking in the AC2 zoning district on a 5 to 1 to 1 vote.

**JOINT LAND USE STUDY:**

During 2014 and 2015, the South Sound Military & Communities Partnership coordinated an update to the 1992 Fort Lewis JLUS for the recently formed Joint Base Lewis-McChord (JBLM.) The JBLM JLUS findings are advisory in nature and are intended to identify and suggest resolution for impacts generated by military training and operations on communities, and in turn, community growth and activities on military presence. The JBLM JLUS was approved by the SSMCP Elected Officials on October 29, 2015.

The JLUS consists of three documents:

- Existing Conditions Report outlines the current land uses at the time of the report;
- Compatibility Report identifies points of conflict or encroachment; and
- Implementation Plan lists strategies to solve current conflicts, or avoid future ones.

JLUS-Identified Issues Included:

- Incompatible current land uses near JBLM;
- Future urban growth (planned or projected) near the installation boundaries;
- Federally listed threatened and endangered prairie species and their habitat;
- Noise impacts from aircraft and training operations;
- Regional transportation impacts;
- Recreational access to JBLM training ranges; and
- Continued improvement to communication among JBLM and the surrounding communities.

The Study recommended 22 strategies that participants can/may consider as ways to resolve these issues. A Lakewood Action Plan was part of JLUS. The plan has been incorporated into this staff report.

<b>Near-Term Actions</b>		
<b>Strategy No.</b>	<b>Strategy</b>	<b>Lead/Partners</b>
2	Incorporate compatibility in updates of local Comprehensive Plans.	Lead: Nisqually Tribe; Cities and Counties in JLUS Study Area
3	Analyze local transportation impacts.	Lead: SSMCP Partners: WSDOT; JBLM; Nisqually Tribe; Local, County, and

		Regional governments
5	Share information about JBLM and activities among internal and external stakeholders.	Lead: SSMCP Partners: JBLM; Nisqually Tribe; Local, County, and Regional governments

<b>Mid-Term Actions</b>		
Strategy No.	Strategy	Lead/Partners
7	Establish or strengthen notification and planning processes to increase communication between JBLM and neighboring jurisdictions.	Lead: SSMCP Partners: JBLM; Nisqually Tribe; Local, County, and Regional governments
9	Incorporate specific land use compatibility requirements into local zoning codes and ordinances.	Lead: Nisqually Tribe; Local, County, and Regional governments
10	Incorporate considerations of aircraft safety and military operational noise into local jurisdiction planning and permitting processes.	Lead: SSMCP Partners: JBLM; Nisqually Tribe; Local, County, and Regional governments
13	Promote sound attenuation building standards and/or energy efficiency practices in new buildings	Lead: SSMCP Partners: Nisqually Tribe; Local, County, and Regional governments
15	Conduct a lighting study to refine the geographic area in which a Military Lighting Overlay District may be applied based on JLUS Implementation entity and stakeholder input.	Lead: SSMCP Partners: JBLM; Nisqually Tribe; Local, County, and Regional governments
16	Establish a process for coordination among JBLM and neighboring communities to seek ways to provide adequate rental housing for service members.	Lead: SSMCP Partners: JBLM

**ANALYSIS:**

A. Zoning Ordinance Amendment Requirements:

Lakewood Municipal Code Section 18A.02.415 provides that amendments to the zoning code shall only be made if the City Council determines that the change is consistent with the standards and criteria listed below. The standards and criteria are listed in *italics*, and staff comments are provided below each standard for each proposed amendment.

1. *The request must be compatible with the Comprehensive Plan.*

GOAL LU-36: Minimize the risk to life and property from potential hazards associated with aircraft flight operations associated with McChord Field.

Policy:

LU-36.2: Control the type, intensity, and design of uses within the air corridors to minimize risks and impacts.

Staff analysis: The proposed amendment is inconsistent with LU-36.2 which directs the City to “Control the type, intensity, and design of uses within the air corridors to minimize risks and impacts.” Establishment of satellite parking would place a type of use that generates a potential high level of vehicle and pedestrian traffic that would be supporting a high-intensity commercial use in an area (the Air Corridor) where uses should be low intensity in nature and not increase the risk of life and property. Satellite parking lots are not an appropriate low intensity use for the AC2 zoning district.

GOAL LU-37: Identify appropriate land uses within the air corridors.

Policy:

LU-37.2: Encourage the siting of warehousing, storage, open space, and other appropriate land uses within the air corridors.

Staff analysis: The text amendment would expand a use that is intended for higher intensity commercial zones in the City into a zoning designation that seeks to minimize the density of people by encouraging uses that have very small numbers of employees and customers. The allowed uses in the current AC2 zoning district are primarily manufacturing, warehouse, storage, open space, and infrastructure uses that typically have a small number of on-site employees and a small number of customers at one time. The commercial uses allowed in the AC2 zoning district are limited to convenience stores, coffee kiosks mobile vending, and motor vehicle sales.

Goal LU-18: Promote, within commercial districts and corridors, the infill of vacant lands, redevelopment of underutilized sites, and intensification of existing sites.

Policies:

LU 18.1: Concentrate commercial development within existing commercial areas.

LU-18.4: Prohibit expansion of strip commercial areas, especially through the conversion of land from residential to commercial uses.

Staff Analysis: The AC2 zoning district primarily has uses that are very low intensity, such as employee parking, manufacturing, and warehouse storage. Satellite parking is a commercial use. Commercial uses should be concentrated within commercial areas.

2. *The proposed amendment and subsequent development of the site would be compatible with development in the vicinity.*
3. *The proposed amendment will not unduly burden the transportation system in the vicinity of the property with significant adverse impacts which cannot be mitigated.*
4. *The proposed amendment will not unduly burden the public services and facilities serving the property with significant adverse impacts which cannot be mitigated.*

Staff Analysis: The proposed amendments do not propose the rezoning of any specific properties or sites. Criteria 2, 3, and 4 are not applicable to the proposed amendments.

5. *The proposed amendment will not adversely affect the public health, safety and general welfare of the citizens of the City.*

Staff Analysis: Allowing the operation of satellite parking lots to be expanded to the AC2 zoning district could increase the intensity of the uses served, the number and distribution of trips generated by the uses served, and potential pedestrian conflicts. While such impacts can be addressed on a project-by-project basis through the SEPA process, placing a use that will generate many vehicular and pedestrian trips is not appropriate in the AC2 zoning district.

6. *The entire range of permitted uses in the requested zoning classification is more appropriate than the entire range of permitted uses in the existing zoning classification, regardless of any representations made by the petitioner as to the intended use of subject property.*

Staff Analysis: The proposed amendments do not propose the rezoning of any specific properties or sites. Criterion 6 is not applicable to the proposed amendments.

7. *Circumstances have changed substantially since the establishment of the current zoning map or zoning district to warrant the proposed amendment.*

Staff Analysis: The proposed amendments do not propose the rezoning of any specific properties or sites. Criterion 7 is not applicable to the proposed amendments.

8. *The negative impacts of the proposed change on the surrounding neighborhood and area are largely outweighed by the advantages to the city and community in general, other than those to the individual petitioner.*

Staff Analysis: Because the proposed text amendment is citywide rather than site specific, Criterion 8 is not applicable to the proposed text amendment.

B. Parking Facilities:

During public testimony, the Planning Commission accepted a significant amount of commentary about the City's parking requirements. Under the current code, the applicant is allowed to construct offsite parking on the subject property.

LMC 18A.50.550 (E.) allows offsite parking as follows:

Off-Site Parking. Joint use of required parking spaces may be authorized by the Community Development Director if the following documentation is submitted in writing to the Community Development Department:

1. The names and addresses of the owners and/or tenants that are sharing the parking.
2. The uses that are involved in the shared parking.
3. The location and number of parking spaces that are being shared.
4. An analysis showing that the peak parking times of the uses occur at different times and/or that the parking area will be large enough for the anticipated demands of both uses.
5. A legal instrument such as an easement or deed restriction that guarantees continuing access to the parking for both uses which shall be subject to review and approval by the Community Development Director and the City Attorney.

Additionally, LMC 18A.50.550 (F.) allows satellite parking in commercial zoning districts. Satellite parking is regarded as a temporary use. Satellite lots may operate for a total of six months during any calendar year. Satellite parking lots may be permitted for a maximum of five (5) years from initiation of the parking site. The satellite parking concept originated at the time the City adopted its first permanent zone code. Its purpose was to promote the development of a theme park. Use of satellite parking was envisioned along Pacific Highway SW.

What is the difference between these two parking options?

Offsite parking is permanent and tied to the sending site. It requires a legal document that guarantees continued access to parking.

Satellite parking is temporary. The length of use is no longer than five years. After five years, the property can be used for another purpose.

Why has City staff recommended denial of this application? City does not support zoning amendments to the Air Corridor zoning districts. The other reason is that satellite parking was never intended to be used for the purpose.

### **PUBLIC NOTICE & HEARING:**

The Planning Advisory Board held a public hearing on the proposed amendment on April 20, 2016. Two persons testified in support of the proposed amendment at the public hearing. The Planning Advisory Board discussed the proposed amendment and voted on June 15, 2016, to adopt an alternative resolution recommending approval of the proposed amendment to the Land Use and Development Code (LMC Title 18A) with regard to satellite parking facilities.

### **SEPA REVIEW:**

Environmental review was performed pursuant to the State Environmental Policy Act. A determination of non-significance (DNS) was adopted on June 26, 2014, indicating that the proposed amendment is not expected to have any significant impact on the environment. An amendment to the SEPA determination was issued on August 14, 2014, to reflect the applicant's modification of the amendment request.

### **CONCLUSION:**

The Community Development Department recommends that the criteria of LMC 18A.02.415 are not satisfied and allowing satellite parking in the AC2 zone is not consistent with the City's Comprehensive Plan. The Community Development Department recommends that the proposed amendment be denied.

### **EXHIBITS:**

The exhibits associated with this proposal have been listed below. However, they have not been attached to this memorandum given their size. The exhibits are found in the City Council Office in a notebook labeled Satellite Parking 2016. A similar notebook is available for public review by contacting the City Clerk.

1. Memorandum, September 18, 2013; review of regulations for satellite parking
2. City Council packet, December 8, 2014 (includes previous PAB actions & documents)
3. City Council minutes December 8, 2014 City Council agenda December 15, 2014
4. City Council satellite parking agenda bill (includes draft ordinance, Burnham correspondence, PAB record – which was a part of the December 8, 2014 packet)
5. City Council minutes December 15, 2014
6. Planning Commission packet, December 16, 2015 (includes, reports, maps, & JLUS related materials)
7. Planning Commission minutes, December 16, 2015
8. Planning Commission packet, January 6, 2016 (includes report of JLUS)
9. Planning Commission minutes, January 6, 2016
10. Planning Commission packet, April 20, 2016 (include materials on public hearing, comments from JBLM, maps, Ordinance 601)
11. Planning Commission minutes, April 20, 2016
12. Planning Commission packet, May 18, 2016 (includes staff report and background materials)
13. Planning Commission minutes, May 18, 2016

14. Planning Commission packet, June 15, 2016 (includes staff report and background materials; carryover from May 18, 2016 meeting)