



LAKESWOOD CITY COUNCIL AGENDA

Monday, July 18, 2016

7:00 P.M.

City of Lakewood

City Council Chambers

6000 Main Street SW

Lakewood, WA 98499

Page No.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS AND PRESENTATIONS

1. Business showcase. – Diamond Designs Unlimited –
Mr. Shawn Luvaas, Owner

PUBLIC COMMENTS

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

- (4) A. Approval of the minutes of the City Council meeting of July 5, 2016.
- (9) B. Approval of the minutes of the City Council Study Session of July 11, 2016.
- (13) C. Motion No. 2016-29
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.
- (28) D. Motion No. 2016-30
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 improvements for the Point Defiance Bypass project.

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

<http://www.cityoflakewood.us>

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

- (41) E. Items Filed in the Office of the City Clerk:
1. Joint Parks and Recreation Advisory Board and Planning Commission meeting minutes of May 24, 2016.
 2. Public Safety Advisory Committee meeting minutes of May 4, 2016.

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

ORDINANCE

- (46) Ordinance No. 601 – (postponed from the meeting of December 15, 2014)

Amending Section 18A.50.550 of the Lakewood Municipal Code relative to satellite parking. – *Assistant City Manager for Development Services*

RESOLUTIONS

- (68) Resolution No. 2016-13

Adopting the Motor Avenue project design concept. - *Assistant City Manager for Development Services*

- (77) Resolution No. 2016-14

Expressing the joint intent with the Pierce County Council and Executive and the Cities of Lakewood, Tacoma, University Place and the Town of Steilacoom to support future United States Golf Association events at the Chambers Bay Golf Course. – *City Manager*

UNFINISHED BUSINESS

NEW BUSINESS

- (85) Motion No. 2016-31

Awarding a bid to Tunista Construction, in the amount of \$604,001, for improvements at Springbrook Park. – *Parks, Recreation and Community Services Director*

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

<http://www.cityoflakewood.us>

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

REPORTS BY THE CITY MANAGER**CITY COUNCIL COMMENTS****ADJOURNMENT**

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

<http://www.cityoflakewood.us>

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



LAKESWOOD CITY COUNCIL MINUTES

Tuesday, July 5, 2016

7:00 P.M.

City of Lakewood

City Council Chambers

6000 Main Street SW

Lakewood, WA 98499

CALL TO ORDER

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

ROLL CALL

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

Councilmember Excused: 1 – Councilmember John Simpson (arrived at 7:10 p.m.)

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Anderson.

PROCLAMATIONS AND PRESENTATIONS

Clover Park School District Report

Clover Park School District Board Wagemann reported that graduation was completed and 481 seniors graduated with 59 honor graduates. He then provided an update on school construction projects. He reported that the first day of school is August 31, 2016.

Councilmember Simpson arrived at 7:10 p.m.

PUBLIC COMMENTS

Speaking before the Council were:

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

Paul Wagemann, Lakewood resident, spoke about the Pierce County Charter Review Amendment Committee and noted that there will be four ballot items coming before the voters.

Catherine Raze, Lakewood resident, spoke about fireworks for the last three days and expressed concern about the M80 fireworks and that people in her neighborhood are in fear and intimidated about the increasing use of loud illegal fireworks. She indicated that there needs to be a change.

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

- A. Approval of the minutes of the City Council meeting of June 20, 2016.
- B. Approval of the minutes of the City Council Study Session of June 27, 2016.
- C. Approval of payroll checks, in the amount of \$2,183,425.82, for the period May 16, 2016 through June 15, 2016.
- D. Approval of claims vouchers, in the amount of \$3,156,197.95, for the period May 14, 2016 through June 15, 2016.
- E. Motion No. 2016-28
Authorizing the execution of agreement with the Lakewood Playhouse, in the amount of \$25,000, relative to tourism.
- F. Items Filed in the Office of the City Clerk:
 - 1. Community Services Advisory Board meeting minutes of May 10, 2016.

COUNCILMEMBER SIMPSON MOVED TO ADOPT THE CONSENT AGENDA AS PRESENTED. SECONDED BY COUNCILMEMBER BARTH. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

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

PUBLIC HEARINGS AND APPEALS

This is the date set for a public hearing on the proposed rental housing safety program.

Speaking before the Council were:

John Arbeeny, Lakewood resident, spoke in opposition of the rental housing inspection program and noted that need should come first in the presentations of

the program rather than legal issues. He noted that the program must deal with need and it has to carry more weight than the desires of the staff. He spoke about using the 311 program which accommodates tenant complaints and provides timely responses to complaints.

Pat Price, Lakewood landlord, spoke about laws that are already in place for substandard housing and landlords and not just issue fines.

Charlie Gray, Pierce County Housing Authority, spoke about ambiguities in the proposed ordinance when there can be tenant failures in a rental property and landlords end up having to pay for relocation. Landlords and agents may be reluctant to call for police service and what protection might there be for tenants who make direct complaint calls that will protect them from retaliatory behavior.

Roger Lundstrom, Lakewood landlord, expressed concern about who pays for a bureaucracy program.

Carol Colleran, Lakewood landlord, asked what is the estimated percentage of unsafe housing. She spoke about a \$53 fee that she had been invoiced for in past years and in other years she wouldn't receive any communication. She indicated that communication was poor.

Joseph Boyle, Lakewood resident, spoke against the rental housing inspection program and asked why punish landlords who are doing a good job when the tenant can trigger what can be done.

Sean Martin, Rental Housing Association, spoke in opposition of a mandatory rental housing inspection program. He indicated that the City knows where the rental housing problems are and it is a matter of finding the tools to address those problems and that staff is interested in starting a new program instead of how to address the problem.

David Anderson, Lakewood resident, spoke about the staff cost of the rental housing inspection program.

Paul Wagemann, Lakewood resident, spoke about property managers /landlords that do try to fix properties and certifications and licenses that are obtained for their trade.

Maureen Fife, Habitat for Humanity, spoke about some of the fear that low income families experience coming out of substandard housing.

Bridget Upton, property owner, spoke about the need to educate tenants and adding another layer of inspections and other layer of penalizing landlords will not help.

Seth Warren, Yelm resident, spoke in support of the proposed ordinance in order for the city to grow.

Tim Seth, Washington Landlord Association, spoke about the problem that tenants do not always inform landlords about the problems of their housing. He spoke about State law placing the onus on the tenant to inform the landlord in writing about the housing problems they are experiencing.

Dennis Haugen, Lakewood resident, spoke about mold needing to be tested in a laboratory. He spoke about not trusting a City inspection.

Jesus Villegas, Lakewood resident, spoke about education.

Chuck Hall, Lakewood landlord, spoke about Seattle's rental program that left the inspections of rental units at the option of the tenant. He spoke against the rental inspection program and suggested going after the bad landlords.

Sharon Taylor, Lakewood resident, asked what happens when tenants are relocated and move out of the property. Will there be assistance for the property owners.

Charles Ames, Lakewood resident, spoke about a program that would cost \$1 per unit per year that would provide for safe housing.

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

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

REPORTS BY THE CITY MANAGER

Acting City Manager Kraus announced the following calendar of events:

- July 9, SummerFest, 11:00 AM to 11:00 PM, Fort Steilacoom Park
- July 29, 1:00 PM to 4:00 PM, Lakewood's CHOICE Springbrook Summer Daycamp Block Party, Springbrook Park
- August 2, National Night Out
- August 27 and 28, JBLM Airshow and Warrior Expo (AWE)
- September 9, noon, Joint 9/11 Remembrance Ceremony City and West Pierce Fire & Rescue, City Hall
- September 15, 8:00 AM to 9:30 AM, Past Mayors & City Councilmembers Briefing, City Council Chambers

- September 21, 5:30 PM to 7:30 PM, Clover Park School District Facilities Advisory Committee (FAC), ASC Conference Room
- September 23, 10:00 AM to 2:00 PM, AUSA and City sponsored Military Appreciation Day for 2-2 SBCT, Fort Steilacoom Park

She then reminded Council to please leave their ipads after the July 11, 2016 Council meeting for regular maintenance. Council requested that ipad maintenance be delayed for an additional week.

CITY COUNCIL COMMENTS

Councilmember Moss commented on the Employee Quarterly event she attended.

Councilmember Brandstetter commented on his July 4th weekend and the comments he received about fireworks and their frequency as well as comments on the number of garage sale signs being erected and not taken down.

Councilmember Barth also commented on the Employee Quarterly event she attended. She also commented on the Taiwan delegation event she attended with Councilmember Bocchi.

Councilmember Simpson commented on tonight's public hearing.

Deputy Mayor Whalen commented on a gathering space subcommittee meeting he attended. He asked that staff provide Council with information on calls for service about fireworks. He commented on the public hearing comments and staff's overview of the rental housing safety program. He spoke about outreach to the Rental Housing Associations, Neighborhood Associations, and Landlord/Property Rental Owners for input and feedback.

Mayor Anderson spoke about the Western State Hospital tour he took with legislators. He then spoke about the Pierce Transit Board's review of the Board's composition. He then commented on the delegation from Taiwan event he attended.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:55 p.m.

DON ANDERSON, MAYOR

ATTEST:

ALICE M. BUSH, MMC
CITY CLERK



LAKWOOD CITY COUNCIL STUDY SESSION MINUTES

Monday, July 11, 2016
City of Lakewood
City Council Chambers
6000 Main Street SW
Lakewood, WA 98499

CALL TO ORDER

Mayor Anderson called the meeting to order at 7:02 p.m.

ROLL CALL

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

Councilmember Excused: 1 – Councilmember Mike Brandstetter.

Lodging Tax Advisory Committee Members Present: 3 - Mayor Don Anderson, Chair; Rebecca Huber and Linda Smith.

ITEMS FOR DISCUSSION:

Joint Lodging Tax Advisory Committee (LTAC) meeting.

LTAC Member Rebecca Huber noted that LTAC applications will be reviewed on September 30, 2016. Applications will become available on July 21, 2016 through August 11, 2016. Mayor Anderson noted that 4 percent of the lodging tax funds is reserved for tourism, promotion, acquisition of or operation of tourism related facilities and 3 percent is reserved for acquisition, construction, expansion, marketing and management of convention facilities. He spoke about a proposed Council capital request for a gathering space at Ft. Steilacoom Park.

Discussion ensued on the timing of the design for the gathering space and the Motor Avenue design project being another potential lodging tax application.

Review of the Point Defiance Bypass safety improvements agreement.

Public Works Director Wickstrom reviewed the Washington State Department of Transportation agreement for the Point Defiance Bypass safety improvements.

Discussion ensued if the project including design, right-of-way acquisition and construction could be completed by June 30, 2017 and will City funds be used for surface water; and could Lakewood Water District participate in funding part of this project.

Review of the North Clear Zone agreement for services.

Program Manager Adamson reviewed the proposed professional services contract with 3 Square Blocks to develop a strategy and plan to resolve incompatible land uses in the McChord North Clear Zone.

Discussion ensued on whether there had been discussions on reducing the 3,000 x 3,000 foot north clear zone area because of the reductions in the number of navigation accidents given improvements in technology; and is their work products in the contract expected to be completed prior to the April 30, 2018 completion date of the contract (yes).

Review of the Motor Avenue Project update.

KPG, Inc., Consultant, reviewed the proposed Motor Avenue Project design alternatives and next steps.

Discussion ensued about the Lakewood theatre; ensuring that the improvements planned for the Gravelly Lake Drive from 100th to Bridgeport Way project be coordinated with any improvements that are made with the Motor Avenue project; are there any easements that need to be acquired (one property owner) and how many property owners that would be involved by this project (three); and it was requested that a bullet point comparison be provided between design alternatives 2 and 3.

Review of development regulations relative to satellite parking.

Assistant City Manager for Development Services Bugher reviewed the proposed amendments that would add the AC2 zoning district to areas where satellite parking lots may be considered.

Discussion ensued about permanent parking that is allowed in AC2 zoning; why Mr. Bardon is interested in satellite parking in the AC2 zone; and how many properties are involved in the AC2 zone.

REPORTS BY THE CITY MANAGER

Acting City Manager Kraus provided a recap on the activities at Summerfest held on July 9, 2016. She reported that WiFi is now available at Ft. Steilacoom Park.

She then announced the following calendar of events:

- AWC Citizen Championship award will be held on July 19, 2016 at 6:30 PM, at Steilacoom Town Hall.
- July 29, 1:00 PM to 4:00 PM, Lakewood's CHOICE Springbrook Summer Daycamp Block Party, Springbrook Park

- August 2, National Night Out

Councilmember Moss noted that the beer garden and City booth was not visible at Summerfest.

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.
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.
4. Amending the Lakewood Municipal Code relative to satellite parking.
5. Amending the Lakewood Municipal Code relative to the rental housing safety program.
6. Amending the fee schedule relative to rental housing fees.
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.
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.
9. Adopting the Motor Avenue Plan.

CITY COUNCIL COMMENTS

Councilmember Moss commented on the Tillicum Neighborhood Association meeting she attended and the discussion on rental housing. She then commented on the Lakewood Chamber luncheon she attended.

Councilmember Bocchi commented on the Pierce County USGA Resolution and noted a minor revision to the title of the Resolution that the County Council will be considering at their July 12, 2016 meeting. He then commented on Summerfest.

Councilmember Barth spoke about the number of citizens' comments she has received about rental housing and fireworks.

Councilmember Simpson commented on Summerfest and a change of command for special forces event he attended. He asked if there will be further Council discussion tonight on the rental housing safety program.

Deputy Mayor Whalen commented on the Chamber of Commerce luncheon he attended. He then spoke about Summerfest and the Triathlon City team he participated in with the City Attorney and Public Works Surface Water Manager. He suggested that there be portable restrooms at transition 2. He spoke about his support for the Motor Avenue project. He then commented that he would like more time to consider the rental housing safety program. He suggested having another Council Study Session and deferring action that is scheduled for next week. He spoke about the federal government delaying the classification of marijuana and suggested that the City may want to revisit this matter.

Mayor Anderson spoke about a Lakes High School graduate who made the preliminary semi-finals run at the US Olympic trials at Eugene, Oregon. He spoke about the Summerfest and Samoa Day events he attended on July 9, 2016. He commented that Ft. Steilacoom Park is becoming a destination and a draw for cross-country, triathlon and cycle-cross events.

Discussion ensued on the Council's desire to make a decision on the rental housing program at next week's Council meeting; seeking clarification on the number of units that are covered by Section 8 inspections; obtaining information on six cities that have rental housing inspection programs about their program costs and fees that they charge and are their programs a success; are we creating another bureaucracy or doubling efforts; is the City imposing too much on the good landlords for them to pay; could cities running rental housing programs speak to the Council about their programs; and can we address the aging multi-family problem units through conditional licensing issues. It was the consensus of the Council to schedule further discussion and review of the rental housing safety program for the July 25, 2016 Council Study Session and consider taking action at the Council regular meeting of August 1, 2016.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:35 p.m.

DON ANDERSON, MAYOR

ATTEST:

ALICE M. BUSH, MMC
CITY CLERK

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: July 18, 2016	TITLE: Authorize a contract with 3 Square Blocks to develop a strategy and plan to resolve incompatible land uses in the McChord Northern Clear Zone	TYPE OF ACTION: — ORDINANCE NO. — RESOLUTION NO. ✓ MOTION NO. 2016-29 — OTHER
REVIEW: July 11, 2016	ATTACHMENTS: SSMCP Award letter Contract for Services Scope of Work	

SUBMITTED BY: Bill Adamson, SSMCP Program Manager.

RECOMMENDATION: It is recommended that the Mayor and City Council grant authorization to the City Manager 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 South Sound Military Communities Partnership (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 the Department of Defense, Office of Economic Adjustment (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.

DISCUSSION: 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. *(Please see next page.)*

ALTERNATIVE(S): The City Council could withhold execution of the grant award.

FISCAL IMPACT: The grant does require a match of \$34,476. These matching funds come from the SSMCP organization which Lakewood is a member. Lakewood also acts as the SSMCP’s fiduciary agent; thus, there are some additional administrative costs associated with grant administration.

_____ Prepared by	 _____ City Manager Review
_____ Department Director	

DISCUSSION, CONTINUED: 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.

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.



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:

:	CITY OF LAKEWOOD:
---	--------------------------

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
PHASE 1	PROJECT INITIATION					
CZ Task 1	Project Start-up: Kick-off Meeting, Outreach Plan & Baseline Conditions	\$8,500	\$1,000	\$4,500	\$1,000	\$15,000
	PHASE 1 TOTAL	\$8,500	\$1,000	\$4,500	\$1,000	\$15,000
PHASE 2	PROJECT INVESTIGATIONS					
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
	PHASE 2 TOTAL	\$17,500	\$6,500	\$19,000	\$3,500	\$46,500
PHASE 3	FINDINGS AND RECOMMENDATIONS					
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
	PHASE 3 TOTAL	\$25,000	\$2,000	\$22,500	\$13,000	\$62,500
PHASE 4	PHASE 4 ACTIONS AND IMPLEMENTATION					
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
	PHASE 4 TOTAL	\$28,000	—	\$12,000	—	\$40,000
PHASE 5	INITIATE IMPLEMENTATION PROGRAM					
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
	PHASE 5 TOTAL	\$20,000	—	\$5,000	\$2,000	\$27,000
	Expenses	\$3,000	\$500	\$5,000	\$500	\$8,500
	PROJECT TOTAL	\$102,000	\$10,000	\$68,000	\$20,000	\$200,000

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

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: July 18, 2016	TITLE: Authorize the execution of the Point Defiance Bypass Safety Improvements Agreement (GCB 2440) with the Washington State Department of Transportation	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION NO. 2016-30 <input type="checkbox"/> OTHER
REVIEW: July 11, 2016	ATTACHMENTS: Washington State Department of Transportation Agreement Number GCB 2440	

SUBMITTED BY: Don E. Wickstrom, Public Works Director

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute the Washington State Department of Transportation Agreement Number GCB 2440 for Point Defiance Bypass project Safety improvement not to exceed \$1,980,000.

DISCUSSION: During the 2015 legislative session the City pursued and successfully secured a \$2,000,000 appropriation for safety improvements to the State’s Pt. Defiance Bypass project. As discussed at the July 11th Council Study 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 Avenue SW, but those improvements have subsequently been incorporated into the construction contract of the project. (Continued on Page 2).

ALTERNATIVE(S): Without the execution of this agreement the available \$2,000,000 cannot be utilized and thus come June 30, 2017 the money reverts back to the State and the City will have lost out on an opportunity to build \$2,000,000 worth of sidewalks and bike lane improvements on 111th Street and Lakeview Avenue.

FISCAL IMPACT: Since this is a State appropriation, were the City to build just the improvements defined in the agreement then there is no fiscal impact on the City. On the other hand, as mentioned at the Study session, since the scope of the improvements doesn’t include an overlay of the curbside lane(s) as is generally required when making street frontage improvements for which the cost to do so is estimated at \$200,000, for project budget purposes it is proposed to add \$200,000 of Surface Water Management (SWM) funds to the project budget. Since there are more than \$200,000 in SWM improvements presently included in the original project scope said SWM funds would just off-set use of the State appropriation monies to cover the overlay costs.

Prepared by _____ _____ Department Director	 _____ City Manager Review
---	--

DISCUSSION (Continued from Page 1): While the fencing improvements constituted the bulk of the \$2,000,000 appropriation, \$108,000 was set aside for a trespass detection system and a rail safety plan. 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 are potentially significant liability issues associated therewith. As such, since Sound Transit, the owner and operator of the Pt. Defiance Bypass project improvements, didn't want to have anything to do with such a system it is recommended that the City should also follow that lead. Likewise with the rail safety plan since it's already the obligation of the State and Sound Transit the City shouldn't get involved therewith as when the stakes are high there could be guilt by association and thus the City should avoid where it can any linkage to the State's project.

With the bulk of the improvements associated with the City's appropriation included in the Pt. Defiance project, Public Works 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 Lakewood 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.

The attached agreement (Agreement Number GCB 2440) is the City and State jointly developed agreement 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 lanes on both sides of Lakeview Avenue/111th Street from Kendrick Street to 108th Street, and then curb & gutter, sidewalk and bike lane on the west side only of Lakeview Avenue from 108th Street 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, once the agreement is fully executed, the Public Works Department will immediately commence working on the project, and while the schedule is tight it is believed that it is doable.

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

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/>

	<p>LAKWOOD PARKS & RECREATION ADVISORY BOARD and LAKWOOD PLANNING COMMISSION JOINT MEETING MINUTES TUESDAY, May 24, 2016 – 5:30 PM LAKWOOD CITY HALL ROOM 1E 6000 MAIN ST SW LAKWOOD, WA 98499</p>
---	---

CALL TO ORDER

Jason Gerwen, Chairman, called the meeting to order at 5:30pm.

ATTENDANCE

PRAB Members Present: Jason Gerwen, Vito Iacobazzi, Sylvia Allen, Susan Dellinger, Heinz Haskins, & Anessa McClendon

PRAB Members Excused: Alan Billingsley, Damita Gomez – Youth Council

Lakewood Planning Commission Members Present: Don Daniels, Connie Coleman-Lacadie, Robert Estrada, John Paul Wagemann, James Guerrero, and Christopher Webber

Ad Hoc Members Present: Glen Speith, Becky Newton

Guest: Tammy Sartain, Aiden Sartain, Holly Williams, and Courtney Casady.

Staff Present: Mary Dodsworth, Director; Cameron Fairfield, Office Assistant

Council Liaison: Don Anderson – Excused

APPROVAL OF MINUTES: Heinz Haskins moved and Sylvia Allen seconded the motion to approve the minutes of the April 19, 2016 meeting as presented. MPU.

PUBLIC COMMENT: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

Aiden Sartain Eagle Scout Project: Aiden Sartain gave a presentation about a new Eagle Scout project proposal. The project is for a new bulletin board for the Fort Steilacoom Dog Park. The presentation included the budget, supplies, project overview, and the action plan. Aiden is looking to partner with Protect Our Pets, the not for profit organization that oversees the dog park. Vito Iacobazzi motioned to accept the project, Heinz Haskins seconded the motion. The motion passes.

Motor Avenue Update: Jeff Arango, Lesley Bain, and Holly Williams from Berk Consulting gave a PowerPoint Presentation on the Motor Avenue Project. The presentation included the project overview and timeline, past and present uses, traffic and parking impacts, social context, potential community uses, site uses and requirements. The site use and requirements included three alternative designs. The board members and guests had a lengthy discussion on the

strengths and weaknesses of each design component. Jeff informed the board that more detailed information and designs will come in the future. Jason Gerwen motioned on behalf of the collective group, 2nd by Sylvia Allen that they were in support of the Motor Ave design process with options 2 and 3 being the preferred options and recommended forwarding this motion to Council.

DIRECTORS REPORT: None

BOARD COMMENTS: None

NEXT MEETING: The next PRAB business meeting is scheduled for Tuesday, June 28th at 5:30pm at Lakewood City Hall.

ADJOURNMENT: Heinz Haskins motioned to adjourn the meeting at 7:10pm. Vito Iacobazzi seconded the motion. MPU



Jason Gerwen, Chairman



Cameron Fairfield, Office Asst.



PUBLIC SAFETY ADVISORY COMMITTEE

Regular Meeting Minutes
Wednesday, May 4, 2016
Lakewood Police Department
9401 Lakewood Drive SW
Lakewood, WA 98499

CALL TO ORDER

The Meeting was called to order at 5:13 p.m.

ROLL CALL

Public Safety Advisory Committee Members Present: Alan Hart, Bob Saul, Charles Ames, Joseph Boyle, Ken Witkoe, Michael Lacadie and James Hairston

Public Safety Advisory Committee Members Excused: John Fuller

Public Safety Advisory Committee Members Absent: None

City Councilmember Present: Marie Barth

Fire Department Staff Present: Assistant Fire Chief Karl Roth

Lakewood Youth Council Present: Ayana Rice

Staff Present: Chief Michael Zaro, Committee Staff Support, Joanna Nichols, Administrative Assistant and Senior Office Assistant Christina James.

APPROVAL OF MINUTES

Bob Saul motioned to approve the April meeting minutes. All ayes; minutes were approved.

PUBLIC COMMENT

There was no one from the public present.

CITY COUNCIL LIAISON COMMENTS

Councilmember Marie Barth discussed upcoming projects, such as the paving and striping of Ft. Steilacoom Park, as well as other park enhancements, and stated that the City had been awarded a grant from the Names Foundation, specifically for Springbrook Park, in the amount of \$200,000.

Councilmember Marie Barth discussed some of the awards the City has recently received, to include the Well City Award and the Excellence in Financial Reporting, and Distinguished Budget Presentation Awards.

Alan Hart asked when PSAC was scheduled to meet with City Council. Joanna Nichols will confirm the date and email the committee.

FIRE CHIEF COMMENTS

Handout-Alarm Summary Report April 2016 and 2015 Annual Report

Assistant Fire Chief Karl Roth went over the Alarm Report, their Academy graduation, some recent calls they had been on, and their Annual Open House which is on June 4th from 10-2 this year at the University Place Station on Drexler Drive. Discussion ensued regarding the two reports and calls for service.

UNFINISHED BUSINESS

The Guest Speaker was moved up due to time constraints. Management Analyst Adam Lincoln gave his presentation on the Citizen Satisfaction Survey results. Discussion ensued.

POLICE CHIEF COMMENTS

Chief Michael Zaro stated that we did not have the monthly stats as our Crime Analyst was out of town at training, but Joanna Nichols would email those on Monday, as soon as they became available. Chief Zaro discussed the new phlebotomy program that the PD is attempting to implement. Discussion ensued.

Chief Michael Zaro discussed the WSH escapee's case. Discussion ensued.

YOUTH COUNCIL COMMENTS

Ayana Rice gave a recap of the activities the Youth Council has been involved in, as well as their upcoming events such as Relay for Life. If any of the members wanted to donate to Ayana's team, they need to do it by June 3rd and can email either Joanna Nichols or Ayana for pick up.

UNFINISHED BUSINESS

Assistant City Attorney Kimberly Cox discussed the abandoned homes issue.

Assistant City Attorney Kimberly Cox discussed the DV ordinance additions. Discussion ensued. Ms. Cox stated she would be asking Mr. Caulfield, City Manager, what he wants her

to do with the input she has received, in email form, from PSAC members and she will proceed from there with his direction.

NEW BUSINESS

Handout- Draft PSAC Accomplishments

Alan Hart discussed the handout PSAC Accomplishments, asking for input and corrections, and finally for approval to present to City Council at the joint meeting in June. Dr. Hart will retype with all of the corrections and additions that were given and send it to Joanna Nichols for final distribution to PSAC and for inclusion in the City Council agenda packet for their joint meeting.

Chief Michael Zaro informed the PSAC that the Police Department is currently applying for a grant with the Justice and Mental Health Collaboration Program to expand our Behavioral Health Contact Team to include a Peer Counselor. Discussion ensued.

REPORTS FROM BOARD MEMBERS & STAFF

Robert Saul gave a report on the Tillicum and Lake City meetings. James Hairston asked about community meetings and how we get involved in them. Alan Hart asked Mr. Hairston to speak to Robert and Charles Ames about this and Joanna Nichols showed him page two of the packet with all of the Neighborhood Associations listed.

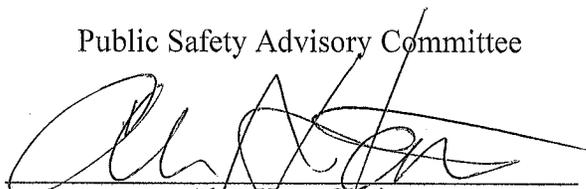
Alan Hart stated that they would go over the rest of the issues we were behind on at next meeting, so be prepared for it to go a little longer, like this one.

ADJOURNMENT

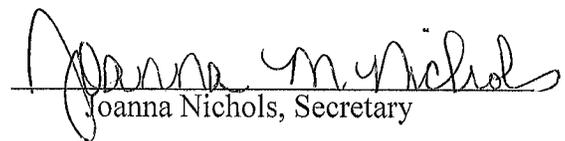
Michael Lacadie motioned to adjourn the meeting; all ayes. Meeting adjourned at 7:09 p.m.

Public Safety Advisory Committee

Attest:



Alan Hart, Chair
6/07/16



Joanna Nichols, Secretary

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: July 18, 2016	TITLE: Amendment to the City’s Land Use & Development Regulations – Satellite Parking in the ACII zone. ATTACHMENTS: Draft Ordinance	TYPE OF ACTION: <input checked="" type="checkbox"/> SUBSTITUTE ORDINANCE NO. 601 <input type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER
REVIEW: July 11, 2016		

SUBMITTED BY: David Bugher, Assistant City Manager for Development Services.

RECOMMENDATION:

- 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.

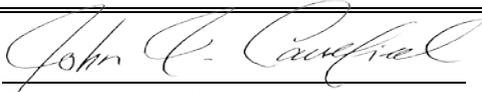
DISCUSSION:

Description of the Proposed Amendment - 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 - 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. *(See next page.)*

ALTERNATIVE(S): 1) Approve the proposed zoning text amendment; or 2) Table the proposed zoning text amendment until the City Council takes action on its resolution of intent to delete satellite parking from the the City’s land use and development regulations.

FISCAL IMPACT: There is no fiscal impact to the City of Lakewood.

Prepared by _____ Department Director _____	 _____ City Manager Review
--	--

DISCUSSION, CONTINUED:

- A. At the July 16, 2014, 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.

Near-Term Actions		
Strategy No.	Strategy	Lead/Partners
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

Mid-Term Actions		
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 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.

Additional Information Requested by City Council: At the Study session, Council requested information on the boundaries of the Air Corridor zoning districts. A map has been attached to this report.

Council also requested a listing of the development standards for offsite parking versus satellite parking. Table 1 provides this information. The table shows that in some areas the standards are the same, but in other areas they are different. Standard parking requires more landscaping and pedestrian walkways. Satellite parking requires additional security, a full-time attendant, and a trash receptacle. Under satellite parking, there is the assumption that those using the lot will have to pay a fee to park.

Satellite Parking

- Compliance with Americans with Disabilities Act (ADA).
- Paving of satellite parking lots shall be two (2) inches of asphalt over compacted soil, or other surface as approved by the City Engineer.
- Curbs, gutters, sidewalks, street trees, and stormwater drainage systems are required.
- Access to such lots shall be secured by chain or cable, with posts a minimum of three (3) feet in height, solidly built. At a minimum, posts shall consist of four (4) inch by four (4) inch wood or equivalent metal posts a minimum of one and one-half (1-1/2) inches in diameter securely set in the ground and placed no more than four (4) feet apart.

Standard Parking

- Compliance with Americans with Disabilities Act (ADA).
- Same as satellite parking - two (2) inches of asphalt over compacted soil, or other surface as approved by the City Engineer.
- Same as satellite parking - curbs, gutters, sidewalks, street trees, and stormwater drainage systems are required.
- Provide pedestrian walkways through parking lots. Pedestrian pathways and pedestrian areas shall be delineated using a variation in pavement texture and color and protected from abutting vehicle circulation areas with landscaping or by being raised above the driving surface level. Paint striping on asphalt as a method of

Satellite Parking

The posts shall be connected with at least one (1) strand of one-half (1/2) inch cable or chain securely fastened to each post. An opening shall be provided to accommodate vehicle access during business hours. Satellite lots shall be secured to prevent overnight parking between the closing hour on one business day and the opening hour the following business day.

- Satellite parking lots shall have Type I, Perimeter Landscaping along all property lines, and Type II, Streetscape Landscaping along the public rights-of-way. Landscaping shall be protected from vehicle and pedestrian damage by concrete curbs. Wheel stops may be required as specified in 18A.50.530.F, as determined by the Community Development Director.
- Directional and informational signs shall be displayed on-site to identify the entrance(s), fees, and hours of operation.
- Automatic entry devices or fee collection points shall be set back a minimum of sixty (60) feet from the public right-of-way, or shall provide for queuing lanes at a distance recommended by the City Engineer and

Standard Parking

delineation is not encouraged. Approved methods of delineation include: stone, brick or granite pavers; exposed aggregate; or stamped and colored concrete. The pathway shall be at least 6 feet wide exclusive of bumper overhangs. Pedestrian routes through parking lots shall be distinctively marked using vertical and/or horizontal design elements, such as special paving of brick, colored stamped concrete, cobblestone and/or raised sidewalks. Crosswalk designs shall include caution signs for motorists. Include pedestrian amenities such as benches, trash containers, and planters where appropriate. In large parking lots, a pedestrian walkway shall be provided at least every one hundred fifty (150) feet. All walkways shall be integrated with the landscape plan and provide adequate sight distance to ensure a clear view of pedestrians and vehicles. Separate service vehicle access and loading zones from pedestrian areas where possible.

- Ten percent of the total lot shall be landscaped.
- Standard parking requires perimeter landscaping having the same standards as satellite parking lots. Additionally, standard parking also requires internal landscaping.
- Zoning certification and/or occupancy permit required upon completion of the facility.

Satellite Parking

approved by the Community Development Director.

Standard Parking

- An attendant shall be on duty at all times during business hours of seasonal parking lots.
- An approved fire extinguisher shall be provided on the premises during business hours.
- The site shall be maintained in a clean condition, free from trash and debris. Trash containers shall be placed on the site to accommodate and store all trash that accumulates on the lot.
- Prior to approval of an application for any satellite parking lot, a certificate of insurance for combined single limit bodily injury and/or property damage including products liability in the amount of one million (1,000,000) dollars per occurrence shall be filed with the City. A hold harmless agreement holding the City harmless shall also be filed with the City Attorney.
- Subsequent to approval of an application for any satellite parking lot, the applicant shall meet all standards and requirements and install all improvements. The parking lot shall be inspected and approved by the Community Development Director prior to issuance of an Authorization to Operate.

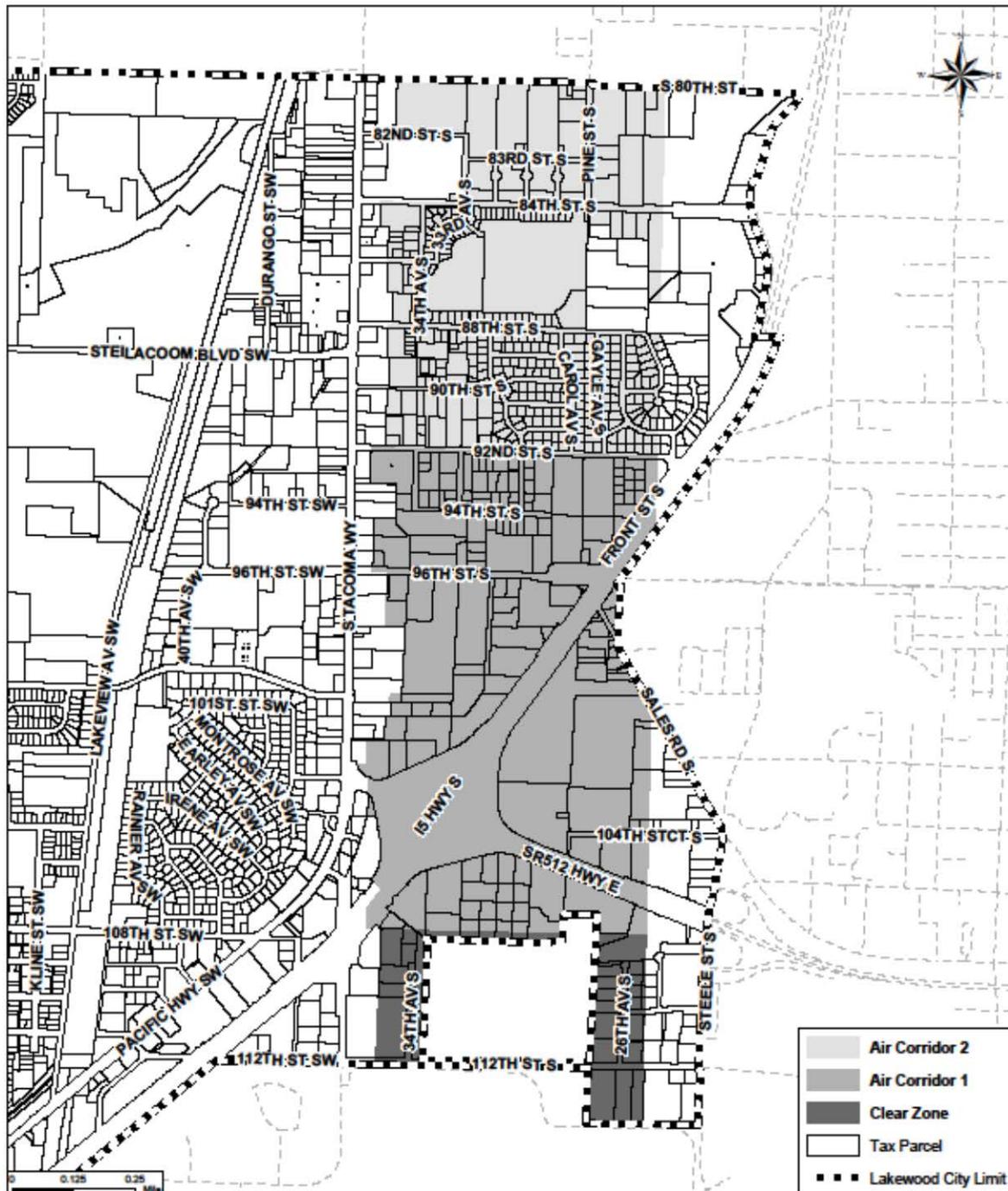
Public Notice & Hearing - The Planning Advisory Board held a public hearing on the proposed amendment on April 20, 2016. Two persons testified in support of the proposed amendment at the public hearing. The Planning Advisory Board discussed the proposed amendment and voted on June 15, 2016, to adopt 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 & Economic 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)
15. Planning Commission minutes, June 15, 2016
16. Planning Commission alternative resolution



City of Lakewood Air Corridor

Map Date: June 14, 2016
 :Project\CD\CompPlan\Amendments\2016\AC-M1.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. Data on this map may be shown at scales larger than its original compilation. Call 253-589-2489 for further information.

SUBSTITUTE ORDINANCE NO. 601

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Section 18A.50.550 Lakewood Municipal Code relative to Use and Site Specific Standards for Parking.

WHEREAS, as allowed by Lakewood Municipal Code (LMC) 18A.2.410, the City of Lakewood received a proposed Zoning Text amendment; and

WHEREAS, the Planning Advisory Board held a duly-noticed public hearing on July 16, 2014 that was continued to August 20, 2014, to receive and consider public testimony on said proposed code changes and on September 17, 2014 made a recommendation which has been forwarded to the City Council, which has the final authority to act on the amendment; and

WHEREAS, on December 15, 2014, the City Council tabled this Ordinance pending completion of the Joint Base Lewis McChord (JBLM) Joint Land Use Study (JLUS). The JLUS was adopted in October 2015, and the Planning Commission held additional hearings, including hearings on April 20, 2016 and May 18, 2016 where testimony and comments were received, and on June 15, 2016 made a subsequent recommendation which has been forwarded to the City Council, which has the final authority to act on the amendment; and

WHEREAS, the City Council has evaluated the proposal under the standards and criterion set forth in LMC 18A.2.415 and has determined that the request is consistent with these standards and criteria;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON DO ORDAIN as follows:

Section 1: Section 18A.50.550 Lakewood Municipal Code entitled “Use and Site Specific Standards,” is amended to read as follows:

A. Transit Support Facilities.

1. For developments that generate a parking demand of greater than twenty (20) parking spaces, the developer shall fund the purchase and installation of one (1) or more transit shelters and/or other related transit support facilities as determined by the Community Development Director and Pierce Transit operational criteria, based on the size and nature of the use.

2. For developments that generate a parking demand of fewer than twenty parking spaces, the developer shall install a bench and a concrete pad adjacent to the sidewalk at a bus stop where at least five transit riders are expected to board buses on an average weekday, and a shelter shall be provided at a bus stop where at least ten (10) transit riders are expected to board buses on an average weekday.

3. Any single-family development with fifty to two hundred (50-200) units, or multi-family residential with thirty to one hundred (30-100) units that will be located on a street where regularly scheduled transit service is provided shall be required to provide a transit shelter with all required transit support facilities.

4. Any single-family development with over two hundred (200) units, or multi-family residential with over one hundred (100) units that will be located on a street where regularly scheduled transit service is provided shall be required to provide two (2) transit shelters with all required transit support facilities.

5. Transit facilities shall be sited in accordance with the requirements of Pierce Transit and this title. Transit shelters and related facilities shall be provided for transit stops that are located adjacent to or within six hundred (600) feet of the development site on each side of the street that has a transit route. This requirement may be waived when Pierce Transit has determined that current and projected ridership do not warrant the installation of a shelter within the six hundred (600) foot distance.

6. When a transit shelter is required to be installed, a concrete pad, seating, garbage receptacles, and lighting shall also be provided. When a transit shelter is not required to be installed, transit stops shall include design features or changes in materials that demarcate the stop.

7. Transit pullouts shall be provided as an element of street improvements if Pierce Transit and the City determine that a pullout is necessary to provide a safe refuge for transit vehicles or to minimize conflicts with other vehicles.

B. Mixed Occupancies. In the case of two (2) or more uses in the same building or on the same site, the total requirements for off-street parking facilities shall be the sum of the requirements for all of the uses calculated separately. Off-street parking facilities for one use shall not be considered as providing the required parking facilities for any other use, except as provided in LMC 18A.50.540.E and F.

C. Parking Incentives.

1. When residential uses are combined with commercial or industrial uses in the same building, parking requirements may be reduced by twenty (20) percent, except when located within the CBD or TOC zoning districts for which parking requirements are reduced by thirty five (35) percent.

2. A structured parking space shall count as one and one-fourth (1.25) parking spaces towards the required number of parking spaces.

3. When affordable housing is constructed pursuant to LMC 18A.50.700, Housing Incentives Program, the parking space requirements shall be calculated employing any available modifications based upon LMC 18A.50.750(B).

D. Shared Use Parking. Joint use of required parking spaces may be permitted where two (2) or more uses on the same site or separate sites in close proximity to one another are able to share the same parking spaces because their parking usage does not materially overlap (e.g. uses primarily of a daytime vs. nighttime, or weekday vs. weekend nature). Shared parking shall be legally encumbered and shall meet all of the applicable standards of this section pursuant to LMC 18A.50.550.F, Off-Site Parking.

E. 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.

F. Satellite Parking Lots. Satellite parking lots may be allowed upon approval of an administrative use permit by the Community Development Director. Satellite lots may operate for a total of six (6) months during any calendar year and shall only be located in commercial and AC2 zones within one-half (1/2) mile of the sending site. Satellite parking lots may be permitted for a maximum of five (5) years from initiation of the parking site. The design and layout of satellite parking lots shall comply with the following standards:

1. Paving of satellite parking lots shall be two (2) inches of asphalt over compacted soil, or other surface as approved by the City Engineer.
2. Satellite parking lots shall be improved with curbs, gutters, sidewalks, street trees, and stormwater drainage systems.
3. Access to such lots shall be secured by chain or cable, with posts a minimum of three (3) feet in height, solidly built. At a minimum, posts shall consist of four (4) inch by four (4) inch wood or equivalent metal posts a minimum of one and one-half (1-1/2) inches in diameter securely set in the ground and placed no more than four (4) feet apart. The posts shall be connected with at least one (1) strand of one-half (1/2) inch cable or chain securely fastened to each post. An opening shall be provided to accommodate vehicle access during business hours. Satellite lots

shall be secured to prevent overnight parking between the closing hour on one business day and the opening hour the following business day.

4. Satellite parking lots shall have Type I, Perimeter Landscaping along all property lines, and Type II, Streetscape Landscaping along the public rights-of-way. Landscaping shall be protected from vehicle and pedestrian damage by concrete curbs. Wheel stops may be required as specified in 18A.50.530.F, as determined by the Community Development Director.

5. Directional and informational signs shall be displayed on-site to identify the entrance(s), fees, and hours of operation. Such signs shall be located at the entrance of the parking lot and shall not exceed twelve (12) square feet and six (6) feet in height. Signs shall be removed from the site after each seasonal usage period.

6. Automatic entry devices or fee collection points shall be set back a minimum of sixty (60) feet from the public right-of-way, or shall provide for queuing lanes at a distance recommended by the City Engineer and approved by the Community Development Director.

7. An attendant shall be on duty at all times during business hours of seasonal parking lots.

8. An approved fire extinguisher shall be provided on the premises during business hours.

9. The site shall be maintained in a clean condition, free from trash and debris. Trash containers shall be placed on the site to accommodate and store all trash that accumulates on the lot.

10. Prior to approval of an application for any satellite parking lot, a certificate of insurance for combined single limit bodily injury and/or property damage including products liability in the amount of one million (1,000,000) dollars per occurrence shall be filed with the City. A hold harmless agreement holding the City harmless shall also be filed with the City Attorney.

11. Subsequent to approval of an application for any satellite parking lot, the applicant shall meet all standards and requirements and install all improvements. The parking lot shall be inspected and approved by the Community Development Director prior to issuance of an Authorization to Operate.

Section 2: Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

///

///

///

///

Section 3: Effective Date. This ordinance shall take place thirty (30) days after its publication or publication of a summary of its intent and contents.

ADOPTED by the City Council this 18th day of July, 2016.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Alice M. Bush, MMC, City Clerk

Approved as to Form:

Heidi A. Wachter City Attorney

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

(Legal Notice)
July 19, 2016

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

The following is a summary of an Ordinance passed by the City of Lakewood City Council on the 18th day of July 2016.

SUBSTITUTE ORDINANCE NO. 601

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Section 18A.50.550 Lakewood Municipal Code relative to Use and Site Specific Standards for Parking.

This ordinance shall take place thirty (30) days after its publication or publication of a summary of its intent and contents.

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

Alice M. Bush, MMC, City Clerk

Published in the Tacoma News Tribune: _____.

ORDINANCE NO. 601

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Section 18A.50.550 Lakewood Municipal Code relative to Use and Site Specific Standards for Parking.

WHEREAS, as allowed by Lakewood Municipal Code (LMC) 18A.2.410, the City of Lakewood received a proposed Zoning Text amendment; and

WHEREAS, the Planning Advisory Board held a duly-noticed public hearing on July 16, 2014 that was continued to August 20, 2014, to receive and consider public testimony on said proposed code changes and on September 17, 2014 made a recommendation which has been forwarded to the City Council, which has the final authority to act on the amendment; and

WHEREAS, the City Council has evaluated the proposal under the standards and criterion set forth in LMC 18A.2.415 and has determined that the request is consistent with these standards and criteria;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON DO ORDAIN as follows:

Section 1: Section 18A.50.550 Lakewood Municipal Code entitled “Use and Site Specific Standards,” is amended to read as follows:

A. Transit Support Facilities.

1. For developments that generate a parking demand of greater than twenty (20) parking spaces, the developer shall fund the purchase and installation of one (1) or more transit shelters and/or other related transit support facilities as determined by the Community Development Director and Pierce Transit operational criteria, based on the size and nature of the use.

2. For developments that generate a parking demand of fewer than twenty parking spaces, the developer shall install a bench and a concrete pad adjacent to the sidewalk at a bus stop where at least five transit riders are expected to board buses on an average weekday, and a shelter shall be provided at a bus stop where at least ten (10) transit riders are expected to board buses on an average weekday.

3. Any single-family development with fifty to two hundred (50-200) units, or multi-family residential with thirty to one hundred (30-100) units that will be located on a street where regularly scheduled transit service is provided shall be required to provide a transit shelter with all required transit support facilities.

4. Any single-family development with over two hundred (200) units, or multi-family residential with over one hundred (100) units that will be located on a street where regularly scheduled

transit service is provided shall be required to provide two (2) transit shelters with all required transit support facilities.

5. Transit facilities shall be sited in accordance with the requirements of Pierce Transit and this title. Transit shelters and related facilities shall be provided for transit stops that are located adjacent to or within six hundred (600) feet of the development site on each side of the street that has a transit route. This requirement may be waived when Pierce Transit has determined that current and projected ridership do not warrant the installation of a shelter within the six hundred (600) foot distance.

6. When a transit shelter is required to be installed, a concrete pad, seating, garbage receptacles, and lighting shall also be provided. When a transit shelter is not required to be installed, transit stops shall include design features or changes in materials that demarcate the stop.

7. Transit pullouts shall be provided as an element of street improvements if Pierce Transit and the City determine that a pullout is necessary to provide a safe refuge for transit vehicles or to minimize conflicts with other vehicles.

B. Mixed Occupancies. In the case of two (2) or more uses in the same building or on the same site, the total requirements for off-street parking facilities shall be the sum of the requirements for all of the uses calculated separately. Off-street parking facilities for one use shall not be considered as providing the required parking facilities for any other use, except as provided in LMC 18A.50.540.E and F.

C. Parking Incentives.

1. When residential uses are combined with commercial or industrial uses in the same building, parking requirements may be reduced by twenty (20) percent, except when located within the CBD or TOC zoning districts for which parking requirements are reduced by thirty five (35) percent.

2. A structured parking space shall count as one and one-fourth (1.25) parking spaces towards the required number of parking spaces.

3. When affordable housing is constructed pursuant to LMC 18A.50.700, Housing Incentives Program, the parking space requirements shall be calculated employing any available modifications based upon LMC 18A.50.750(B).

D. Shared Use Parking. Joint use of required parking spaces may be permitted where two (2) or more uses on the same site or separate sites in close proximity to one another are able to share the same parking spaces because their parking usage does not materially overlap (e.g. uses primarily of a daytime vs. nighttime, or weekday vs. weekend nature). Shared parking shall be legally encumbered and shall meet all of the applicable standards of this section pursuant to LMC 18A.50.550.F, Off-Site Parking.

E. 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.

F. Satellite Parking Lots. Satellite parking lots may be allowed upon approval of an administrative use permit by the Community Development Director. Satellite lots may operate for a total of six (6) months during any calendar year and shall only be located in commercial and AC2 zones within one-half (1/2) mile of the sending site. Satellite parking lots may be permitted for a maximum of five (5) years from initiation of the parking site. The design and layout of satellite parking lots shall comply with the following standards:

1. Paving of satellite parking lots shall be two (2) inches of asphalt over compacted soil, or other surface as approved by the City Engineer.
2. Satellite parking lots shall be improved with curbs, gutters, sidewalks, street trees, and stormwater drainage systems.
3. Access to such lots shall be secured by chain or cable, with posts a minimum of three (3) feet in height, solidly built. At a minimum, posts shall consist of four (4) inch by four (4) inch wood or equivalent metal posts a minimum of one and one-half (1-1/2) inches in diameter securely set in the ground and placed no more than four (4) feet apart. The posts shall be connected with at least one (1) strand of one-half (1/2) inch cable or chain securely fastened to each post. An opening shall be provided to accommodate vehicle access during business hours. Satellite lots shall be secured to prevent overnight parking between the closing hour on one business day and the opening hour the following business day.
4. Satellite parking lots shall have Type I, Perimeter Landscaping along all property lines, and Type II, Streetscape Landscaping along the public rights-of-way. Landscaping shall be protected from vehicle and pedestrian damage by concrete curbs. Wheel stops may be required as specified in 18A.50.530.F, as determined by the Community Development Director.

5. Directional and informational signs shall be displayed on-site to identify the entrance(s), fees, and hours of operation. Such signs shall be located at the entrance of the parking lot and shall not exceed twelve (12) square feet and six (6) feet in height. Signs shall be removed from the site after each seasonal usage period.

6. Automatic entry devices or fee collection points shall be set back a minimum of sixty (60) feet from the public right-of-way, or shall provide for queuing lanes at a distance recommended by the City Engineer and approved by the Community Development Director.

7. An attendant shall be on duty at all times during business hours of seasonal parking lots.

8. An approved fire extinguisher shall be provided on the premises during business hours.

9. The site shall be maintained in a clean condition, free from trash and debris. Trash containers shall be placed on the site to accommodate and store all trash that accumulates on the lot.

10. Prior to approval of an application for any satellite parking lot, a certificate of insurance for combined single limit bodily injury and/or property damage including products liability in the amount of one million (1,000,000) dollars per occurrence shall be filed with the City. A hold harmless agreement holding the City harmless shall also be filed with the City Attorney.

11. Subsequent to approval of an application for any satellite parking lot, the applicant shall meet all standards and requirements and install all improvements. The parking lot shall be inspected and approved by the Community Development Director prior to issuance of an Authorization to Operate.

Section 2: Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

///

///

///

///

///

///

///

///

Section 3: Effective Date. This ordinance shall take place thirty (30) days after its publication or publication of a summary of its intent and contents.

ADOPTED by the City Council this 15th day of December, 2014.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Alice M. Bush, MMC, City Clerk

Approved as to Form:

Heidi A. Wachter City Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: July 18, 2016	TITLE: Proposed Motor Avenue Design Concept Resolution No. 2016-13	TYPE OF ACTION: — ORDINANCE
REVIEW: August 17, 2015 September 14, 2015 July 11, 2016	ATTACHMENTS: 1) Exhibit A- Design Concept 2) City Council Study Session Memorandum, July 11, 2016 (minus attachments) 3) Metrics to compare design alternatives 4) Resolution No. 2016-13	✓ RESOLUTION NO. 2016-13 — MOTION — OTHER

SUBMITTED BY: Courtney Casady, Assistant to the City Manager/ Management Analyst, Community & Economic Development Department.

RECOMMENDATION: It is recommended that the Mayor and City Council adopt the attached Draft Resolution approving the proposed Motor Avenue Design Concept. A Resolution is being sought to better position the City for future grant requests.

DISCUSSION: On July 11, 2016, the City Council received a project update from the Motor Avenue Design team and the Community & Economic Development Department. When the City Council discussed this subject following the presentation, there were numerous questions.

1. Has there been consideration for removing all cars from Motor Avenue?

Early on in the design process there was consideration to completely vacate Motor Avenue in order to create a pedestrian focused open space. After speaking with property owners and businesses located adjacent to Motor Avenue, it became clear that the businesses preferred to have easy parking access for individuals to use/visit their businesses on a regular basis. The proposed design is parking neutral, no parking spaces will be eliminated due to the project, but the City will have the option to close the street during high-volume events such as, festivals or open markets. – *(Continued, next page)*

ALTERNATIVE(S): Take action to deny Resolution No. 2016-13.

FISCAL IMPACT: This project has no immediate fiscal impact on the City. The total project costs are currently estimated to total \$5.3 million dollars (This number was revised as of July 12, 2016, based on new information provided by KPG). Either the Community & Economic Development or the Public Works Departments intend to apply for grants to offset the cost of the project.

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

DISCUSSION, CONTINUED

2. Have studies been completed that show closing the intersection of Bridgeport and Motor Avenue may adversely impact businesses or economic development?

The consultants and the Community & Economic Development Department received testimony that businesses currently located on the corner of the intersection are concerned that they will lose visibility and have fewer customers if the intersection becomes open space. Additionally, a proposed business looking to develop near the intersection may discontinue their project if the intersection is closed for the same concerns. The proposed design will allow for the City to have the option to close the street during high-volume events such as, festivals or open markets, and will leave the intersection open throughout the year so existing and future businesses will have visibility and easier customer access.

3. What steps must the City take in order to extend the right-of-way to include private property currently used for parking?

Prior to the City making improvements to Motor Avenue, the privately owned property adjacent to Motor Avenue, which is currently being used for parking at the Colonial Center, will need to be acquired by the City via an access easement, or right-of-way dedication. The current owner of the property is a member of the Motor Avenue Adhoc Committee and in support of this project.

4. What metrics differ between the proposed alternatives?

Please see the attached diagram which provides detailed metrics on parking, sidewalk space, public space, central plaza, and current connections and access, for Motor Avenue currently and the three proposed alternatives. Please note that all of the metrics with the exception of parking, and connection and access can be part of any alternative.

RESOLUTION NO. 2016-13

A RESOLUTION of the City Council of the City of Lakewood, Washington, approving the Motor Avenue Complete Streets project design concept.

WHEREAS, the City Council sought to improve urban design, community character and launch new economic development; and

WHEREAS, the City's comprehensive plan dedicates an entire chapter (chapter 4) to urban design and community character which includes goals and objectives pertaining to street design, public spaces, pedestrian access and walkability and bicycle amenities; and

WHEREAS, as a means of addressing the priority of urban design in the City of Lakewood, the City submitted a bid proposal for a design of a "complete street" plan for Motor Avenue SW between Whitman Avenue SW and the intersection of Gravelly Lake Drive SW and Bridgeport Way SW; and

WHEREAS, the City of Lakewood retained the services of Studio KPG as the lead firm on the Motor Avenue Project. Working with Studio KPG as part of the design team are the firms of BERK and Framework; and

WHEREAS, the design team, BERK, KPG and Framework, in partner with the City of Lakewood, hosted a series of Community Charrette Meetings in order to engage the community in the design and visioning of the Motor Avenue Project; and

WHEREAS, the City of Lakewood formed a Motor Avenue Adhoc Committee, compiled of members of the City's boards and commissions, adjacent property owners, and community members, to oversee and review project design; and

WHEREAS, the design team presented three design alternatives with differences in parking, pedestrian access and vehicle access; and

WHEREAS, the City of Lakewood's Planning Commission, Parks and Recreation Board and Motor Avenue Adhoc Committee reviewed the project alternatives and voted unanimously in support of the Motor Avenue Project; and

WHEREAS, the City of Lakewood is in the process of adopting a Complete Streets ordinance, which will be brought before Council in November 2016.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON BE IT RESOLVED, as Follows:

Section 1: That the City Council adopts exhibit A, attached hereto, as a design concept for the Motor Avenue Project, which keeps the Motor Avenue roadway open to traffic and incorporates high-level design features and a large central gathering space.

Section 2: That this resolution shall be in full force and effect upon passage and signatures herein.

PASSED by the City Council this 18th day of July, 2016.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

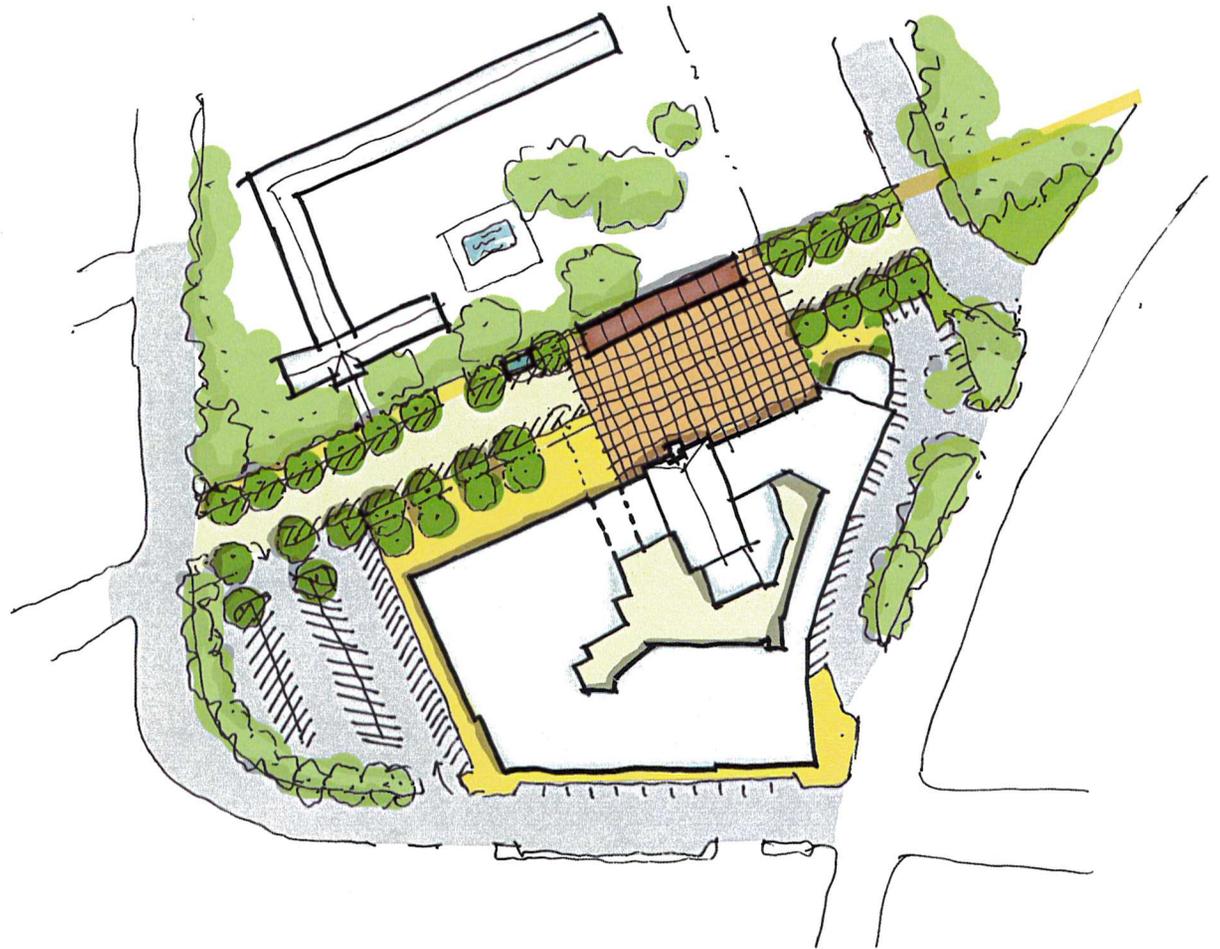
Alice M. Bush, MMC, City Clerk

Approved as to Form:

Heidi A. Wachter City Attorney

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





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

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

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: July 18, 2016	TITLE: Expressing support for future United States Golf Association (USGA) events at the Chambers Bay Golf Course	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION NO. 2016-14
REVIEW:	ATTACHMENTS: Resolution Pierce County Resolution R2016-81	<input type="checkbox"/> MOTION <input type="checkbox"/> OTHER

SUBMITTED BY: John J. Caulfield, City Manager

RECOMMENDATION: It is recommended that the City Council approve a proposed Resolution supporting the Joint Resolution of the Pierce County Council and Executive and the Councils of the cities of Lakewood, Tacoma, University Place and the Town of Steilacoom that expresses our joint intent to support future United States Golf Association (USGA) Events at the Chambers Bay Golf Course. The Pierce County Council at its July 12, 2016 County Council meeting adopted Pierce County Resolution No. R2016-81 expressing their intent and commitment to work together as a region to attract another US Open or other USGA Championships.

DISCUSSION: In 2015 the United States Golf Association (USGA) held the 115th U.S. Open Championship at the Chambers Bay Golf Course. Pierce County and the cities of Lakewood, Tacoma, University Place and the Town of Steilacoom worked collaboratively in support of the event that was a great success for the region and the State.

The proposed Resolution jointly expresses the intent and commitment of Pierce County and the cities of Lakewood, Tacoma, University Place and the Town of Steilacoom to work collaboratively as a region to attract another U.S. Open and/or other USGA Championships and to ensure that all future USGA interactions with local government are simple, efficient and effective.

ALTERNATIVE(S): The City Council could choose not to adopt the Resolution.

FISCAL IMPACT: There is no fiscal impact.

Prepared by _____	 _____ City Manager Review
Department Director _____	

RESOLUTION NO. 2016-14

A RESOLUTION of the City of Lakewood encouraging the Pierce County Council and Executive and Councils of the Cities of Lakewood, Tacoma, University Place and the Town of Steilacoom expressing their joint intent to support future United States Golf Association events at the Chambers Bay Golf Course.

WHEREAS, in 2015, the United States Golf Association (USGA) presented the 115th U.S. Open Championship at the publicly owned Chambers Bay Golf Course; and

WHEREAS, the 2015 U.S. Open Championship represents the first time in the 115 year history of the championship that this prestigious American event has been held in the State of Washington; and

WHEREAS, Pierce County and the cities of Lakewood, Tacoma, University Place and the Town of Steilacoom each undertook important work in support of the 2015 U.S. Open Championship; and

WHEREAS, the 2015 U.S. Open Championship was a great success for the region and the State; and

WHEREAS, based on experiences and feedback from the USGA, Pierce County and the cities of Lakewood, Tacoma, University Place and the Town of Steilacoom learned a great deal from their work on the 2015 U.S. Open Championship, both in terms of what was done well and areas for improvement; and

WHEREAS, a primary goal of Pierce County and the cities of Lakewood, Tacoma, University Place and the Town of Steilacoom is to work collaboratively and cooperatively in support of future USGA events at the Chambers Bay Golf Course and in the region; and

WHEREAS, by this resolution the elected leaders of Pierce County and the cities of Lakewood, Tacoma, University Place and the Town of Steilacoom jointly express their intent and commitment to work together to make the USGA's interactions with government simple, efficient, and effective,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON HEREBY RESOLVES, as Follows:

Section 1. Pierce County and the cities of Lakewood, Tacoma, University Place and the Town of Steilacoom hereby jointly express their appreciation to the United States Golf Association for presenting the 2015 U.S. Open Championship at the Chambers Bay Golf Course.

Section 2. Pierce County and the cities of Lakewood, Tacoma, University Place and the Town of Steilacoom hereby jointly express their intent and commitment to work together as a region to attract another U.S. Open or other USGA Championship and to ensure that all future USGA interactions with local government are simple, efficient, and effective.

Section 3. Pierce County and the cities of Lakewood, Tacoma, University Place and the Town of Steilacoom hereby jointly express their intention to have their respective administrations work collaboratively to develop such agreements amongst the jurisdictions as may be necessary and desirable to achieve the intent of this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption by all participating jurisdictions.

PASSED by the City Council this 18th day of July, 2016.

CITY OF LAKEWOOD

Attest:

Don Anderson, Mayor

Alice M. Bush, MMC, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

1 Sponsored by: Pierce County Council
2 Requested by: County Executive/Parks and Recreation Services

3
4
5
6 RESOLUTION NO. R2016-81
7
8

9 **A Resolution of the Pierce County Council and Executive and the Councils**
10 **of the Cities of Lakewood, Tacoma, University Place, and the**
11 **Town of Steilacoom Expressing their Joint Intent to Support**
12 **Future United States Golf Association Events at the**
13 **Chambers Bay Golf Course.**
14

15 **Whereas**, in 2015, the United States Golf Association (USGA) presented the
16 115th U.S. Open Championship at the publicly owned Chambers Bay Golf Course; and
17

18 **Whereas**, the 2015 U.S. Open Championship represents the first time in the 115
19 year history of the championship that this prestigious American event has been held in
20 the State of Washington; and
21

22 **Whereas**, Pierce County and the Cities of Lakewood, Tacoma, University Place,
23 and the Town of Steilacoom each undertook important work in support of the 2015 U.S.
24 Open Championship; and
25

26 **Whereas**, the 2015 U.S. Open Championship was a great success for the region
27 and the State; and
28

29 **Whereas**, based on experiences and feedback from the USGA, Pierce County
30 and the Cities of Lakewood, Tacoma, University Place, and the Town of Steilacoom
31 learned a great deal from their work on the 2015 U.S. Open Championship, both in
32 terms of what was done well and areas for improvement; and
33

34 **Whereas**, a primary goal of Pierce County and the Cities of Lakewood, Tacoma,
35 University Place, and the Town of Steilacoom is to work collaboratively and
36 cooperatively in support of future USGA events at the Chambers Bay Golf Course and
37 in the region; and
38

39 **Whereas**, by this Resolution the elected leaders of Pierce County and the Cities
40 of Lakewood, Tacoma, University Place, and the Town of Steilacoom jointly express
41 their intent and commitment to work together to make the USGA's interactions with
42 government simple, efficient and effective; **Now Therefore**,

43
44 **BE IT RESOLVED by the Council of Pierce County:**



1
2 Section 1. Pierce County and the Cities of Lakewood, Tacoma, University Place,
3 and the Town of Steilacoom hereby jointly express their appreciation to the United
4 States Golf Association for presenting the 2015 U.S. Open Championship at the
5 Chambers Bay Golf Course.

6
7 Section 2. Pierce County and the Cities of Lakewood, Tacoma, University Place,
8 and the Town of Steilacoom hereby jointly express their intent and commitment to work
9 together as a region to attract another U.S. Open or other USGA Championship and to
10 ensure that all future USGA interactions with local government are simple, efficient and
11 effective.

12
13 Section 3. Pierce County and the Cities of Lakewood, Tacoma, University Place,
14 and the Town of Steilacoom hereby jointly express their intention to have their
15 respective administrations work collaboratively to develop such agreements amongst
16 the jurisdictions as may be necessary and desirable to achieve the intent of this
17 Resolution.

18
19 Section 4. By signing the support document, which is substantially in the form as
20 shown in Exhibit A attached hereto and incorporated herein by reference, Pierce County
21 and the Cities of Lakewood, Tacoma, University Place, and the Town of Steilacoom
22 show support of future United States Golf Association events at the Chambers Bay Golf
23 Course.

24
25
26 **ADOPTED this _____ day of _____, 2016.**

27
28 ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

29
30
31
32 _____
33 **Denise D. Johnson**
34 Clerk of the Council

Douglas G. Richardson
Council Chair



SUPPORT TO HAVE FUTURE UNITED STATES GOLF ASSOCIATION
EVENTS AT CHAMBERS BAY GOLF COURSE

ADOPTED THIS _____ DAY OF _____, 2016 by the Executive of Pierce
County, Washington.

Pat McCarthy, Executive

ATTEST:

Denise D. Johnson, Council Clerk

ADOPTED THIS _____ DAY OF _____, 2016 by the City Council of the
City of Lakewood, Washington.

Don Anderson, Mayor

ATTEST:

Alice Bush, City Clerk

APPROVED AS TO FORM:

Heidi Wachter, City Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

ADOPTED THIS _____ DAY OF _____, 2016 by the Town Council of the
Town of Steilacoom, Washington.

Ron Lucas, Mayor

ATTEST:

Paul Loveless, Town Administrator

APPROVED AS TO FORM:

Larry Hoffman, City Attorney

ADOPTED THIS _____ DAY OF _____, 2016 by the City Council of the
City of Tacoma, Washington.

Marilyn Strickland, Mayor

ATTEST:

Doris Sorum, City Clerk

APPROVED AS TO FORM:

Elizabeth Pauli, City Attorney

1 ADOPTED THIS _____ DAY OF _____, 2016 by the City Council of the
2 City of University Place, Washington.

3
4 _____
5 Javier H. Figueroa, Mayor
6

7 ATTEST:

8
9 _____
10 Emelita Genetia, City Clerk
11

12 APPROVED AS TO FORM:

13
14 _____
15 Steve Victor, City Attorney
16



REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: July 18, 2016	TITLE: Springbrook Park Bid Approval and Fund Allocation	TYPE OF ACTION: — ORDINANCE NO. — RESOLUTION NO. <u> X </u> MOTION NO. 2016-31 — OTHER
REVIEW: July 18, 2016	ATTACHMENTS: Springbrook Bid Tab	

SUBMITTED BY: Mary Dodsworth, Director, Parks, Recreation and Community Services

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute a contract with Tunista Construction in the amount of \$604,001 to build Springbrook Park.

DISCUSSION: In 2014 the City was awarded a grant from Recreation Conservation Office to rebuild Springbrook Park. Since that time we have purchased additional land, removed structures, and expanded the park design by adding a bridge, parking lot and park amenities to the project. Additional funding sources have supported project additions.

In June the City advertised for bids to build the park. A base bid plus several alternatives were posted. Five contractors attended the pre-bid meeting and stated an intention to bid. Others called and asked about timing, stating that there was a lot of work happening and postponing the project would allow them to participate. Two bids were received with an apparent low bid which matched project estimates.
 CONTINUED

ALTERNATIVE(S): City Council could request we rebid to see if lower pricing can be achieved. This would delay construction and could impact grant funding requirements. City Council could remove certain alternates to reduce contract price. This would limit site improvements and could impact grant funding requirements.

FISCAL IMPACT: A variety of funding sources were secured to develop this site. The fiscal impact of this contract is \$604,001. Following is a project development cost breakdown for Council.
 CONTINUED

_____ Prepared by	 _____ City Manager Review
_____ Department Director	

DISCUSSION (CONTINUED): The following improvements are anticipated to be completed with the Tunista contract: Base bid includes site work, shoreline clean up, turf restoration, parking lot and frontage improvements, bridge, pathways, community garden and picnic shelter development. Alternatives include: park trees, electricity to the shelter, irrigation booster pump and irrigation throughout the updated areas and a parking lot gate. The playground will be upgraded by separate contract. Community Garden supplies, shoreline plantings and site furnishings will be purchased separately and installed by alternative labor forces (city staff and volunteers).

FISCAL IMPACT (CONTINUED):

Springbrook Park Project

<u>Revenue Sources</u>	<u>Amount</u>		<u>Expenditures</u>	<u>Amounts</u>
Bridge Grant	\$310,000		Fees	\$ 97,578
RCO Grant	\$193,950		Playground	\$100,000
Names Gift	\$200,000		Tunista Contract	\$604,001
Lkwd Community Foundation	\$8,000		Project Supplies	\$ 37,500
1 st Lions / Partners for Parks Knights Lion	\$25,500		Testing / Project Costs / Contingency	\$ 33,000
Unallocated Parks CIP/Project	\$67,960			
SWM	\$66,669			
TOTAL	\$872,079			\$872,079

BID TABULATION

Springbrook Park Improvements

Job No.: 146-03-03

Bid Date: July 11, 2016

Bidder	Addendum #1	Addendum #2	Base Bid	Alt. 1 Community Garden Crushed Rock	Alt. 2 Masonry Soil Bins	Alt. 3 Native Planting (Soil & Mulch)	Alt. 4 Ash Trees	Alt. 5 Dog Park	Alt. 6 Three Rail Fence	Alt. 7 Irrigation Booster Pump	Alt. 8 Irrigation Main	Alt. 9 Irrigation Laterals/Heads	Alt. 10 Site Furnishings	Alt. 11 Park Entry Gate	Total Bid
Paul Brothers (includes WSST)			\$810,683.26	\$14,012.08	\$12,376.39	\$52,157.12	\$2,617.60	\$16,968.03	\$11,884.00	\$12,785.04	\$28,664.37	\$5,486.21	\$14,229.00	\$6,066.95	\$987,930.05
Tunista Construction (includes WSST)			\$558,600	\$3,700.00	\$8,700.00	\$51,900.00	\$4,375.00	\$19,230.00	\$9,320.00	\$5,616.00	\$17,470.00	\$4,885.00	\$42,581.00	\$7,000.00	\$733,377.00
BDA estimate (Total) (includes WSST)			\$490,260.11	\$9,236.64	\$4,376.00	\$37,329.19	\$4,818.00	\$18,841.96	\$6,810.15	\$27,350.00	\$38,290.00	\$10,940.00	\$12,300.00	\$8,205.00	\$668,757.05
Tunista Base + Alt 4, 7, 8, 9			\$558,600.00				\$4,375.00			\$5,616.00	\$17,470.00	\$10,940.00		\$7,000.00	\$604,001.00