



LAKEWOOD CITY COUNCIL AGENDA

Tuesday, January 21, 2020

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. – *DRK Development, Mr. Spencer Kelley, VP Operations and General Manager*
- (4) 2. Proclamation recognizing Dr. Martin Luther King, Jr. and the month of February as Black History month. – *Mr. Grant M. Twyman, Equity, Diversity, Inclusion Specialist*
- (5) 3. Proclamation declaring January as School Board recognition month. – *Clover Park School District Board of Directors*
4. Larry Saunders Service Award Presentation. – *Mr. Bob Warfield, Lakewood Community Foundation Fund*

PUBLIC COMMENTS

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, 253-983-7705, 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.

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

- (6) A. Approval of the minutes of the City Council meeting of January 6, 2020.
- (13) B. Motion No. 2020-02
- Approving the 2020 citizens' advisory boards, committees and commission work plans.
- (30) C. Motion No. 2020-03
- Authorizing the execution of a professional services agreement with Perri Howard, in the amount of \$100,000, for the Colonial Plaza public art project.
- (43) D. Motion No. 2020-04
- Approving the replacement of existing wide format printers and scanner.
- (44) E. Motion No. 2020-05
- Reappointing Don Anderson to serve on the Pierce Transit Board of Commissioners from January 1, 2020 through December 31, 2022.
- (46) F. Ordinance No. 727
- Vacating the eastern seventy (70) feet of Walnut Street SW right-of-way east of the intersection with Langlow Street SW.
- (63) G. Items Filed in the Office of the City Clerk:
1. Lakewood's Promise Advisory Board meeting minutes of June 6, 2019.
 2. Lakewood's Promise Advisory Board meeting minutes of October 3, 2019.
 3. Lakewood's Promise Advisory Board meeting minutes of November 7, 2019.

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R E G U L A R A G E N D A**ORDINANCE****(68) Ordinance No. 728**

Amending Chapter 8.76 of the Lakewood Municipal Code relating to structures in parks, rights of way and city property.

UNFINISHED BUSINESS**NEW BUSINESS****REPORTS BY THE CITY MANAGER**

- (71)** Municipal Court Update.
- (90)** Review of Washington Boulevard - Gravelly Lake Drive design project.

CITY COUNCIL COMMENTS**ADJOURNMENT**

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CITY OF LAKEWOOD



PROCLAMATION

WHEREAS, Monday, January 20, 2020, is designated as a federal holiday celebrating the birth of Dr. Martin Luther King, Jr. who dedicated his life to the fundamental principles of freedom, opportunity, and equal justice to all; and

WHEREAS, such recognition is a direct result of his many contributions to society through his deeds and words; and

WHEREAS, through his march on Washington and his "I Have a Dream" speech, Dr. King reached a world-wide audience and was recognized by people from all walks of life as the conscience of an entire nation; and

WHEREAS, the month of February is designated as Black History Month to highlight struggles of race and citizenship in American history, from experiences of free blacks in a land of slavery to the political aspirations of African Americans today; and

WHEREAS, all Americans are reminded that our nation recognizes that all people are created equal and should be judged not by the color of their skin, but by the content of their character; and

WHEREAS, the City of Lakewood is committed to the ideals of a free society and is a community of great cultural diversity which it values and celebrates, and is dedicated to the brotherhood of all people; and

WHEREAS, the City of Lakewood will again honor the distinguished legacy of Dr. King at its 17th Annual Dr. Martin Luther King Jr. Celebration on Saturday, February 1, 2020 at Harrison Preparatory School and supports its community partners who are honoring Black History Month with events in Lakewood on Saturday, February 8 at the Tillicum Library at 12 p.m., Saturday, February 15 at the Lakewood Library at 2 p.m. and Saturday, February 22 from 11 a.m. to 1 p.m. at the Lakewood Boys & Girls Club.

NOW, THEREFORE, the Lakewood City Council hereby recognizes Dr. Martin Luther King, Jr. and proclaims the month of February 2020 as

BLACK HISTORY MONTH

in the City of Lakewood and invite all citizens to join us in these observances.

PROCLAIMED this 21st day of January, 2020.

Don Anderson, Mayor

ATTEST:

Briana Schumacher, City Clerk

CITY OF LAKEWOOD



PROCLAMATION

WHEREAS, school boards create a vision for what students should know and be able to do to be successful; and

WHEREAS, school boards ensure that educational programs and student assessments are tied to established standards; and

WHEREAS, school boards are accountable to the community for operating schools that support student growth and achievement; and

WHEREAS, school boards align school district resources to ensure students possess the knowledge and skills to be responsible citizens of a democratic society; and

WHEREAS, school boards create a climate that supports the philosophy that all children can learn at high levels; and

WHEREAS, school boards build collaborative relationships based on trust, teamwork and shared accountability; and

WHEREAS, school boards are committed to continuous education and training on issues related to student achievement.

NOW THEREFORE, the Lakewood City Council proclaims the month of January as

SCHOOL BOARD RECOGNITION MONTH

and urges all citizens to join us in thanking the members of the Clover Park School District Board of Directors for their dedicated service in preparing today's students for tomorrow's world.

PROCLAIMED this 21st day of January, 2020.

Don Anderson, Mayor

ATTEST:

Briana Schumacher, City Clerk



LAKEWOOD CITY COUNCIL MINUTES

Monday, January 6, 2020
City of Lakewood
City Council Chambers
6000 Main Street SW
Lakewood, WA 98499

CALL TO ORDER

Mayor Anderson called the meeting to order at 7:00 p.m.

SWEARING-IN CEREMONY

The Honorable Judge Frank E. Cuthbertson administered the Oath of Office for Don Anderson, Paul Bocchi and Linda Farmer.

ROLL CALL

Councilmembers Present: 7 – Mayor Anderson, Deputy Mayor Jason Whalen; Councilmembers Mary Moss, Mike Brandstetter, John Simpson, Linda Farmer and Paul Bocchi.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Anderson.

NOMINATION AND ELECTION OF MAYOR AND DEPUTY MAYOR

MAYOR ANDERSON OPENED THE FLOOR FOR NOMINATIONS FOR THE POSITION OF MAYOR. DEPUTY MAYOR WHALEN NOMINATED DON ANDERSON FOR THE OFFICE OF MAYOR. THERE BEING NO OTHER NOMINATIONS, VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY FOR DON ANDERSON TO SERVE AS MAYOR.

MAYOR ANDERSON OPENED THE FLOOR FOR NOMINATIONS FOR THE POSITION OF DEPUTY MAYOR. COUNCILMEMBER SIMPSON NOMINATED JASON WHALEN FOR THE OFFICE OF DEPUTY MAYOR. THERE BEING NO OTHER NOMINATIONS, VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY FOR JASON WHALEN TO SERVE AS DEPUTY MAYOR.

PROCLAMATIONS AND PRESENTATIONS

Clover Park School District Report.

Clover Park School District (CPSD) Board Director Carole Jacobs reported that last month, for the 32nd year, an anonymous donation of over 2,000 clothing and personal care items was provided for students and Clover Park High School coordinated a winter wishes program where they granted holiday wishes of their peers. She shared that a four-year replacement educational programs and operations levy will come before the voters on the February 11th ballot. This is not a new tax but a renewal of the current levy, at the rate of \$2.50 per \$1,000 of assessed property value, totaling approximately \$23.1 Million for each year of the levy.

She shared that 8 teachers earned their National Board Certification last year and overall 12% of CPSD teachers are board certified. She then shared that Dr. Marty Schafer was re-elected as President, Carole Jacobs as Vice-President, Paul Wagemann as the Legislative Liaison and Anthony Veliz has joined the Board representing District Position No.1 replacing Becki Kellcy.

She then shared that families are encouraged to update their contact information as well as plan for childcare and emergency transportation in the event of inclement winter weather that may delay or close schools. She also shared that the Facilities Advisory Committee is continuing its work studying current and future facility and capital project needs and on January 29th from 330 p.m. to 5 p.m. an educator networking and employment event will be held for those interested in learning about working for CPSD.

Youth Council Report.

Youth Councilmember Lynesse Cammack shared that the students received a presentation from Lakewood's CHOICE at their meeting this evening, are scheduled to volunteer at the Lakewood Lions Crab Feed and are continuing to plan the Yes! Youth Empowerment Summit which will be held on March 19th from 9:30 a.m. to 1 p.m.

Youth Councilmembers then reported on various high school events and activities.

PUBLIC COMMENTS

Speaking before the Council were:

Glen Spieth, Lakewood resident, spoke about his opposition to the proposed 7-11 convenience store and gas station project at the location of 8901 Bridgeport Way.

Dennis Haugen, Lakewood resident, spoke in support of President Trump and the responsibility of Elected Officials to their Oath of Office and the laws of the United States Constitution.

Kerry Hills, Lakewood resident, spoke in opposition of Proposition No. 1, Clover Park School District No. 400 Replacement Educational Programs and Operations Levy.

Malcolm Russell, Lakewood resident, spoke in support of Proposition No. 1, Clover Park School District No. 400 Replacement Educational Programs and Operations Levy.

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

- A. Approval of the minutes of the City Council study session of December 9, 2019.
- B. Approval of the minutes of the City Council meeting of December 16, 2019.
- C. Approval of payroll checks, in the amount of \$2,775,972.80, for the period of November 16, 2019 through December 15, 2019.
- D. Approval of claims vouchers, in the amount of \$1,685,271.72, for the period of November 19, 2019 through December 18, 2019.
- E. Motion No. 2020-01

Authorizing the execution of an agreement with the Washington State Department of Commerce to accept a \$100,000 grant for the creation of a Lakewood Station District Subarea Plan, Planned Action and Hybrid Form-Based Code.

- F. Items Filed in the Office of the City Clerk:
 - 1. Public Safety Advisory Committee meeting minutes of October 2, 2019.

COUNCILMEMBER SIMPSON MOVED TO ADOPT THE CONSENT AGENDA AS PRESENTED. SECONDED BY COUNCILMEMBER MOSS. 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 to consider the vacation of the eastern seventy (70) feet of Walnut Street SW right-of-way east of the intersection with Langlow Street SW.

Speaking before the Council were:

Kurt Spingath, Lakewood resident, spoke in support of the vacation of the eastern seventy (70) feet of Walnut Street SW right-of-way east of the intersection with Langlow Street SW.

Joel Wessel, Wessel Jonas and Associates, spoke in support of the vacation of the eastern seventy (70) feet of Walnut Street SW right-of-way east of the intersection with Langlow Street SW.

There being no further testimony the hearing was declared closed at 7:47 p.m.

RESOLUTION

Resolution No. 2020-01 Expressing support for Proposition No. 1, Clover Park School District No. 400 Replacement Educational Programs and Operations Levy, coming before the voters on February 11, 2020.

COUNCILMEMBER BOCCHI MOVED TO ADOPT RESOLUTION NO. 2020-01. SECONDED BY DEPUTY MAYOR WHALEN. VOICE VOTE WAS TAKEN AND CARRIED WITH COUNCILMEMBER SIMPSON ABSTAINING.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

REPORTS BY THE CITY MANAGER

Review of Wide-Format Printer and Scanner Replacements.

Chief Information Officer White requested that the City Council authorize the replacement of existing wide-format printers with two new printers and a scanner. The new equipment will increase efficiencies in print and scan time as well as provide a better quality of documents. The total one time cost totals approximately \$40,388 which will be funded by 2019 savings. Discussion ensued.

Transportation Projects Update.

Public Works Engineering Director Bucich shared that Eric Swanstrom, Civil Engineer will provide an update on the Onyx Drive and Veterans Drive projects.

Eric Swanstrom, Civil Engineer highlighted the key design elements and landscaping plan for the Veterans Drive improvement project. He then shared that options for the location of cluster mail boxes are being explored and the project is scheduled to be advertised in late February-March. Discussion ensued.

Eric Swanstrom, Civil Engineer highlighted key design elements for the Onyx Drive project which will reconstruct the road and sidewalks along 97th Avenue to 87th Avenue and Garnet Lane to Phillips Road. He shared that the City is working with an arborist to minimize the impact to trees and the project is scheduled to be advertised in late February with construction beginning in March. Discussion ensued.

City Manager Caulfield reported that Communications Manager Grimley has created a lookback video highlighting the City's 2019 accomplishments and a second on the City's winter weather response.

He shared that WSDOT is finishing the new interchange at Berkeley Street at I-5 and expects it to open within the next 4-8 weeks.

He shared that the Information Technology Division reported several attempts to breach the City's email firewall system and reached out to a cybersecurity expert who indicated that the activity was coming from Iran and Russia.

He shared that Altitude Trampoline has applied for design review for the former GI Joes property proposing an activity center for kids that includes bounce house, dodge ball and basketball courts and Bonaventure, is looking for a location, and is interested in a property along Lakewood Drive to construct a retirement and assisted living center.

He shared that Program Manager Gumm will be submitting a request for HOME funding to the City of Tacoma Redevelopment Authority Board to partner with Habitat for Humanity for a home on Portland Avenue. This request will require City Council approval.

He shared that the Tacoma Pierce County Health Department has recognized the Colonial Plaza project for the Healthy Communities Platinum Award. The award will be presented at the Pierce County Regional Council General Assembly meeting in February.

He shared that Congress has approved \$50 Million for the Defense Communities Infrastructure Program (DCIP) and a request will come forward for City Council approval for the Washington Boulevard design project in advance of the Office Economic Adjustment (OEA) application process to access these funds which is expected to open this summer.

He shared that the City will apply for \$60,000 from the Port of Tacoma Economic Development Fund for design and survey work related to the 146th Street and Murray Road project near the Woodbrook Business Park.

He shared that the Police Department conducted a traffic emphasis at ten locations throughout the City in December where 918 infractions or citations were issued, 134 warnings, 4 warrants and 2 DUI arrests and he commended the Police Department Special Response Team for their work negotiating with a suspect and finding a peaceful resolution.

He shared that last week he met with Pierce Transit CEO Sue Drier regarding Destination 2040 and expressed the City's support of Bus Rapid Transit.

He then suggested March 7th as the date for a City Council goal setting retreat.

He then announced the following upcoming meetings and events:

- January 10, 10:00 A.M., 62nd Airlift Wing Change of Command, Hangar 3
- January 10, 2:00 P.M., Ted Weir Memorial Ceremony, Little Church on the Prairie
- January 15, 7:30 A.M., Tacoma-Pierce County Chamber of Commerce Horizons Economic Forecast 2020 Event, Greater Tacoma Convention Center
- April 23, Lakeview Light & Power Annual Meeting, Lakewood City Hall

CITY COUNCIL COMMENTS

Councilmembers Moss welcomed Councilmember Farmer and shared that this week she will attend the 62nd Airlift Change of Command and Retirement Ceremony as well at the First Corps News Year Reception. The Black Student Union at Harrison Prep has requested she provide remarks during their Dr. Martin Luther King, Jr. celebration.

Councilmember Bocchi complimented the Public Works Engineering Department for transportation improvement project update. He then reflected on the life of Ted Weir and his longtime support of the Lakewood community.

Councilmember Brandstetter shared that he looks forward to the work the city will conduct in 2020 specifically related to transportation projects, homelessness and affordable housing and the subarea plan for Lakewood Station District.

Councilmember Farmer recommended Bliss as an ice cream vendor for the Night Market and complimented the Parks Department for restoration efforts after the Cyclocross event at Fort Steilacoom Park.

Councilmember Simpson shared his 15th year old will serve as a Legislative Page for Representative Kilduff and questioned City Council rules related to public comments that are unrelated to city business.

Deputy Mayor Whalen welcomed Councilmember Farmer and shared that this evening he attended the Arts Commission meeting.

Mayor Anderson also welcomed Councilmember Farmer. He shared that last week he attended the 2/2 Stryker Brigade Combat Team (SBCT) New Year's Reception and this week he will attend the Puget Sound Regional Council Transportation Policy Board meeting, 62nd Airlift Wing Change of Command and First Corps New Year Reception.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:43 p.m.

DON ANDERSON, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

January 21, 2020

TITLE: Approve the Citizens' Advisory Boards, Committees and Commission work plans

TYPE OF ACTION:

— ORDINANCE NO.

REVIEW:

January 13, 2020

ATTACHMENTS:

2020 Citizens Advisory Boards, Committees and Commissions Work Plans

— RESOLUTION NO.

— MOTION NO. 2020-02

— OTHER

SUBMITTED BY: Tho Kraus, Assistant City Manager/Administrative Services

RECOMMENDATION: It is recommended that the City Council approve the Citizens' Advisory Boards, Committees and Commission work plans.

DISCUSSION: Chapter 2.68 of the Lakewood Municipal Code requires all City of Lakewood Citizens' Advisory Boards, Committees and Commissions, authorized by the City Council to conduct research, make recommendations or perform other work in furtherance of the goals and objectives of the City, to follow a properly executed annual work plan specific to that body. Accordingly, a work plan for the American Lake Lake Management District No.1, Arts Commission, Community Services Advisory Board, Lakewood's Promise Advisory Board, Landmarks and Heritage Advisory Board, Lodging Tax Advisory Committee, Parks and Recreation Advisory Board, Planning Commission, Public Safety Advisory Committee and the Youth Council has been reviewed by each committee and is attached for City Council consideration.

Pursuant to City Code, the City Council is expected to review the work plan of each Advisory Board and Committee and formally approve each work plan. The City Council may amend the work plans as appropriate. If an advisory group anticipates departure from the work plan, such departure should be authorized by the City Council. City Council reviewed the proposed work plan for each Board and Commission at the Study Session held on January 13, 2020.


ALTERNATIVE(S): The City Council may amend each work plan as appropriate.

FISCAL IMPACT: Any applicable budget is included with the attached work plans.

Tho Kraus

Prepared by

Department Director



City Manager Review

AMERICAN LAKE – LAKE MANAGEMENT DISTRICT NO. 1

ADVISORY COMMITTEE

2020 ANNUAL WORK PLAN, BUDGET, AND MEETING SCHEDULE

Members:

Chair: TBD	Peter Marsh
Vice-Chair: TBD	Richard Martinez
Thomas Blume	Mark Pfeiffer
David Clouse	
Mary Dodsworth	

City Staff Support:

Paul Bucich, Public Works Engineering Director
 Greg Vigoren, Engineering Services Manager
 Diana Halar, Compliance Inspector

Meeting Schedule:

February 27, May 14, August/September and November

2020 Work Plan & Budget:

1.	Aquatic vegetation surveys (2)	\$3,100
2.	Invasive aquatic vegetation control/treatment	\$20,000
3.	Public education & outreach efforts	\$2,000
4.	Supplies, equipment, annual meeting	\$500
5.	City administrative costs	\$4,270
	Total Estimated Costs	\$29,870

Date	Topic(s)
January 13 th	2020 work plan, budget, and schedule reviewed by City Council – chair and staff
March	Prepare member outreach postcard or newsletter – committee
May	Conduct beginning of season aquatic vegetation survey – contractor
May	Distribute member outreach postcard or newsletter – committee and staff
May	Install milfoil signs at boat launches – staff
June	Hire a contractor for aquatic vegetation control/herbicide treatment – staff
July/August	Conduct invasive aquatic vegetation control activities or herbicide treatment – contractor
September	Conduct end of season aquatic vegetation survey – contractor
October	Review control/treatment report – committee
November	Develop 2021 work plan, budget, and schedule based on 2020 activities, LMD needs, and available budget – committee
November	Elect Advisory Committee Chair and Vice-Chair for 2021 – committee

Special Events:

Date	Event
August/September	Annual member meeting at American Lake Park

ARTS COMMISSION

2020 ANNUAL WORK PLAN AND MEETING SCHEDULE

Members:

Chair Linda McDermott
 Vice-Chair: Earl Borgert
 Adriana Bayer
 Darryl Owens
 Judy Swortz
 Kat Flores

Lani Neil
 Paige Hansen
 Patti Belle
 Phillip Raschke
 Susan Werner
 Tod Wolf

City Council Liaison: Deputy Mayor Jason Whalen

City Staff Support:

Sally Martinez, Recreation Coordinator
 Nicolette York, Office Assistant

Youth Council Liaison

Aiden Kluesner
 Angel Lee
 Jasmine Smith
 Jessie Yadao
 Kera Buckmaster
 Kyle King

Meeting Schedule:

First Monday of the month, 5:00-6:15 pm, American Lake Room

Work Plan:

1.	MLK event support
2.	Recruitment and Retention
3.	Holiday Festival & Christmas Tree Lighting, Parade, Jingle Bell Dash, Candy Cane Lane Vendors
4.	LIFE Film Experience
5.	Rotating Artists
6.	Public Art Recommendations and Implementation
7.	Summer Nights at the Pavilion, Outdoor Concert Series
8.	SummerFEST Booth for Passport to Art
9.	Arts Commission Retreat
10.	Joint Commission Meeting

Date	Topic(s)
1.6.20	MLK support, Officer Elections, Budget Allocation, Committee Formation and reports
1.6.-12.30.20	Public Art Recommendations and Implementation
2.3.20	Committee reports, Reel Life 96 Preparation, LIFE workshop prep
3.2.20	Committee reports, Reel Life 96 Preparation, LIFE workshop prep
4.6.20	Committee reports, Reel Life 96 Preparation, LIFE workshop prep
5.4.20	Committee reports, SummerFEST booth planning, Reel Life 96 Preparation, LIFE workshop prep

6.1.20	Committee reports, MLK Involvement, SummerFEST booth planning, Reel Life 96 Preparation, LIFE workshop Implementation
7.6.20	Committee reports, MLK Contest Scoring, SummerFEST booth planning, Concert Series Implementation, Reel Life 96 Preparation, LIFE workshop Implementation
8.3.20	Committee reports, MLK Involvement, Retreat planning, Concert Series Implementation, Lodging Tax Grant Concert Series and Reel Life 96, LIFE workshop Implementation
9.7.20	Committee reports, Notify Schools of MLK Contest Winners (TBD), Reel Life 96 Preparation
10.5.20	Committee reports, Reel Life 96, Christmas Tree Lighting Prep
10.12.20	Joint Commission Meeting, Reel Life 96
11.2.20	Committee reports, Reel Life 96 Screening, Christmas Tree Lighting Prep
12.7.20	Committee reports, Christmas Festival Recap, Election prep, Concert Series Planning

2020 Special Events:

Date	Event
January/February (TBD)	MLK Event
Quarterly	Rotating Artists
June-August	LIFE (film) Workshops
July 13	SummerFEST Booth
July-August	Summer Nights at the Pavilion Outdoor Concert Series, Fort Steilacoom Park (8 week series)
March (TBD)	Arts Commission Retreat
November 14	Reel Life 96 Screening & Awards
December 5	Christmas Tree Lighting Event

	<ul style="list-style-type: none"> • Prepare for Joint meeting with Council
9/28*	<ul style="list-style-type: none"> • Joint meeting with City Council
10/7*	<ul style="list-style-type: none"> • Public hearing on housing, services, and community development needs
10/21	<ul style="list-style-type: none"> • CDBG - Adopt FY 2021 policies & funding strategies • Continue human services funding deliberations
11/18	<ul style="list-style-type: none"> • Prepare 2021-22 human services funding recommendations
11/23*	<ul style="list-style-type: none"> • Present 2021-22 human services funding recommendations

Lakewood's Promise Advisory Board 2020 ANNUAL WORK PLAN AND MEETING SCHEDULE

Members:

Chair: Ellie Wilson
Dr. Michele Johnson
Leanna Christian
Mary Dodsworth
Ron Banner
Andie Gernon

Vice Chair: Dr. Joyce Loveday
Elise Bodell
Joyce Loveday
Beverly Howe
Wanda Elder
Youth Council: Abel Alvarado

City Council Liaison:

Councilmember Mary Moss

City Staff Support:

Brian Humphreys, Human Services Coordinator

Meeting Schedule:

First Thursday of the month, 7:30 am, American Lake Conference Room

2020 Work Plan:

1.	Assess / Develop a plan to collaboratively address the issue of Youth Mental Health
2.	Assess / Develop a Workforce Development component to Human Services
3.	Develop a more productive format for the Lakewood Community Collaboration
4.	Develop a digital distribution plan for the What's UP! Newsletter
5.	Coordination with Youth Council on Summit

Date	Topic(s)
1/9 (2 nd Thurs.)	<ul style="list-style-type: none"> Election of 2020 officers and Review 2020 draft work program Youth Summit Planning Review What's UP! newsletter and 2020 approaches Develop a Workforce Development strategy; establish a work group
2/6	<ul style="list-style-type: none"> Youth Summit planning continues Develop a Youth Mental Health strategy; establish a work group
3/18*	<ul style="list-style-type: none"> 5:30pm, Joint Meeting with CSAB Review What's UP! newsletter Review recommendations for Human Services priorities
4/2	<ul style="list-style-type: none"> Ready, Set, Go for Youth Summit – last minute planning
5/7	<ul style="list-style-type: none"> Debrief Youth Summit with Youth Council members
6/4	<ul style="list-style-type: none"> Review What's UP! newsletter (summer edition) Review format for Lakewood Community Collaboration
9/3	<ul style="list-style-type: none"> Update on Promise summer activities and other community initiatives Review What's UP! newsletter
10/1	<ul style="list-style-type: none"> Prepare for Joint meeting with City Council
10/19*	<ul style="list-style-type: none"> Joint meeting with City Council
11/5	<ul style="list-style-type: none"> Review feedback from the City Council Review the 2020 work plan and identify strategic goals for 2021
12/3	<ul style="list-style-type: none"> Review 2021-22 human services funding allocations; look for opportunities for alignment and collaboration for the 2021 Lakewood's Promise work plan

*Meeting with City Council or joint meeting with Community Services Advisory Board

**City of Lakewood
Landmarks and Heritage Advisory Board (LHAB)
2019 Summary & 2020 Work Plan**

Members

Glen Spieth, Chairperson (elected January 2019)
Joan Cooley, Vice-Chair (elected January 2019)
Beth Campbell
Marjorie Thomas-Candau
William Elder

Council Liaison

Councilmember John Simpson

Staff Support

Planning Manager, Courtney Brunell

Administrative Support

Community Development Administrative Assistant, Karen Devereaux

Meeting Schedule

Fourth Thursday of every month at 6:00 PM in City Hall, American Lake Room

Background

The mission of the City of Lakewood Landmarks and Heritage Advisory Board is to preserve, protect and promote the unique heritage and historic resources of the City of Lakewood. The Landmarks and Heritage Advisory Board advises the City Council, the City Manager and City staff in connection with protection and preservation of historical landmarks in Lakewood and establishing procedures for designation and preservation of landmarks.

2019 Accomplishments

- Awarded the Washington State CLG Grant to complete a reconnaissance level survey for the Oak Park Neighborhood and city-wide public outreach. Met all timelines and goals associated with the Oak Park Neighborhood Survey including:

WORK TO BE ACCOMPLISHED	COMPLETION DATE
Consultant begins reconnaissance-level survey work and background review	April 12, 2019
1 st Public Meeting held	February 28, 2019
First draft of reconnaissance level survey ready for City staff and LHAB review	May 3, 2019
LHAB and Historic Preservation Consultant conduct a second public meeting to present	May 31, 2019

findings	
Second draft report ready for City staff and LHAB review	June 17, 2019
City-wide public outreach meeting	July 25, 2019
Final survey report submitted to DAHP	July 31, 2019

- Provided copies of the Lakewood touring maps to Clover Park School District for their 4th grade classrooms.
- Reached out to other jurisdictions to learn more about recognizing Lakewood's Historic Streets. Identified Streets that may be qualified to receive recognition.
- Awarded the 2020 Pierce County Historic Preservation Grant totaling \$2,425 to complete 50% of the identified historic street sign recognition program.
- Amended the Lakewood Landmarks Application to allow for "hardscaping," such as, bridges to be aesthetically described.
- Researched creating a historic walking tour in the City of Lakewood by contacting Pretty Gritty tours who presented during the October board meeting.
- Received an update from the Lakewold Gardens Board of Directors regarding improvements being made as part of a capital campaign. Confirmed that improvements would not warrant a certificate of appropriateness.

2020 Work Plan

Ongoing Projects

The Landmarks and Heritage Advisory Board has provided no specific timelines for the completion of the following work plan items since this Board is often dependent on the follow-through of other public agencies or private property owners.

- Implement a historic streets recognition program
- Continue to work with Clover Park School District to incorporate local Lakewood History into the Curriculum.
- Research grant opportunities to fund additional historic markers throughout the City of Lakewood
- Update the Lakewood Touring map to include historic streets identified through the recognition program.
- Work with Pretty Gritty Tours to develop a walking tour program for the City of Lakewood.
- Develop frequently asked questions (FAQ's) to be included on the LHAB website.
- Explore the use of the Community Landmark designation for the Colonial Center; Western State Hospital; Rhodesleigh House; Villa Carman (Madera); the Flett House; Little Church on the Prairie; Thornewood Castle; Mueller-Harkins Hangar; Tacoma Country and Golf Club; the "H" barn at Fort Steilacoom Park; and the Alan Liddle House.
- Work on recruitment of new members to serve on the LHAB.
- Actively engage with the City of Lakewood Youth Council.

**Lodging Tax Advisory Committee (LTAC)
2020 Annual Work Plan and Meeting Schedule**

Members:

Mayor Don Anderson, Chair

Represent Businesses Authorized to Collect

Asuka Ludden, Best Western (*term expired 11/1/19, submitted application for another 3-year term*)

Vacant

Vacant

Represent Businesses Authorized to Receive

Phil Raschke, Lakewood Playhouse (*term expired 11/1/19, submitted application for another 3-year term*)

Linda K. Smith, Lakewood Chamber of Commerce

Chelene Potvin-Bird, Travel Tacoma + Pierce County, WA

City Council Liaison: Not Applicable

City Staff:

Tho Kraus, Assistant City Manager/Administrative Services

Emmanuel “Manny” Cristobal, Finance Supervisor

Carolyn Whipple, Financial Analyst

Meeting Schedule:

July - Joint Lodging Tax Advisory Committee Meeting.

September - Listen to presentations, rate and make funding recommendations.

November - Present recommendations to the City Council.

2020 Work Plan:

- Attend the Joint Lodging Tax Advisory Committee meeting to discuss the LTAC in general, review guidelines, past grants awarded, and potential funding available for 2020 grant awards.
(July 13, 2020)
- Review lodging tax grant applications in advance of day-long presentations. The LTAC shall receive the applications at least 45-days before final action on or passage of proposals by the City Council.
(Mid-September)
- Listen to presentations from potential lodging tax grant recipients. Review, rate, and make funding recommendations that are forwarded to the Lakewood City Council for their deliberations.
(Late September)
- Meet on an as needed basis to review lodging tax grant applications for the next year and provide funding recommendations to the Lakewood City Council for their consideration and deliberations.
- Present recommendations to the Lakewood City Council.
(November 9, 2020)
- Follow up with further review and recommendations as requested by the Lakewood City Council.

PARKS AND RECREATION ADVISORY BOARD

2020 ANNUAL WORK PLAN AND MEETING SCHEDULE

Members:

Jason Gerwen, Chair
 Vito Iacobazzi, Vice-Chair
 Sylvia Allen
 Alan Billingsley

Michael Darrah
 Susan Dellinger
 Michael Lacadie

Youth Council Liaison:

Gloria Arauja Ruiz
 Anaya Davia
 Yajaira Gonzalez
 Brian Noel

Kayala Purdie
 Samantha Reed
 Kloe Salazar

City Council Liaison:

Councilmember Linda Farmer

City Staff Support:

Mary Dodsworth, Director Parks, Recreation & Community Services
 Nikki York, Office Assistant

Meeting Schedule:

Fourth Tuesday of Each Month, 5:30 p.m. American Lake Room, Lakewood City Hall

2020 Work Plan:

1.	Fort Steilacoom Park Project Updates
2.	Legacy Plan Update
3.	Parks CIP Update
4.	Wards Lake Park Project Update
5.	Harry Todd Park Project Update
6.	Edgewater Park Project Update

Date	Topic(s)
1/28	Elect Chair /Vice-Chair, Review 2020 Work Plan, CPSD Cooperative Use Agreement
2/25	Legacy Plan Update, Edgewater Master Plan update
3/24	Fort Steilacoom Park Project Updates, Prepare for Parks Appreciation Day, Prepare for Joint Council Meeting, No Smoking Policy Education
*4/27	Joint Council Meeting
5/26	Public Art Recommendation, Parks CIP Update
6/23	Food Policy, Parks CIP Update, Urban Forestry/Tree Management Plan
7/28	Springbrook Park Update, Wards Lake Project Update
8/25	No Meeting
9/22	Chambers Creek Canyon Trail Update, South Sound Wildlife Area Update
10/27	Special Event Update, 2021/2022 Budget Update
11/24	Seeley Lake Park Project Update, Harry Todd Project Update
12/22	No Meeting

Special Events:

Date	Event
2/1/20	MLK Jr Celebration
4/25/20	Parks Appreciation Day
5/16/20	Ray Evans Memorial Fishing Event
Tuesdays	Farmers Market (June - September)
Thursdays	Summer Nights at the Pavilion
6/20/20	Senior Center Expo
7/11/20	SummerFEST
10/17/20	Truck & Tractor Day
10/24/20	Make a Difference Day
12/5/20	Christmas Tree Lighting/ Jingle Bell Dash

**City of Lakewood
Planning Commission
2019 Summary & 2020 Work Plan**

Members:

Dan Daniels
Nancy Hudson-Echols
Ryan Pearson
Connie Coleman-Lacadie

James Guerrero
John Paul Wagemann
Christopher Webber

Council Liaison:

Councilmember Paul Bocchi

City Staff Support:

Dave Bugher, Assistant City Manager for Development Services
Tiffany Speir, Long Range / Strategic Planning Manager
Karen Devereaux, Administrative Assistant

Overview:

Carry out the work plan as authorized by the City Council to conduct research, make recommendations or perform other work in furtherance of the goals and objectives of the City. Specifically, the Planning Commission provides citizen review and recommendations on the community's comprehensive plan and local land use regulations.

Meeting Schedule:

First and third Wednesdays, 6:30 PM.

2019 Accomplishments:

- Review of Annual Housing Report
- Review and recommendation of Updated Quasi-Judicial Process
- Review and recommendation of Periodic Review of Shoreline Master Program and Adoption of Restoration Plan
- Review and recommendation re 2019 Comprehensive Plan Zoning Map and Text Amendments
- Review and recommendation of 2020 Comprehensive Plan Amendment Docket List
- Review and recommendation of updated Sign Code
- Review and recommendation of historical residential densities in City of Lakewood
- Review and recommendation of 6 year Transportation Plan
- Review and recommendation on new LMC Title 18A (Land Use & Development Code) and related amendments to Titles 1, 3, 12, 14, 17, and 18B
- Review and recommendation of area-wide rezone of 5 parcels from OSR2 to OSR 1 (former Ft. Steilacoom Golf Course)
- Review updates from VISION 2040 to VISION 2050

2020 Work Plan:

Due to expected participation at public hearings that may affect the schedule for Planning Commission action, the dates below are tentative.

Scheduled 2020 Projects (all dates subject to change)

Work to be accomplished	Estimated start date	Estimated completion date
Election of new officers.	Feb 5, 2020	Feb 5, 2020
Receipt of 2019 Annual Housing Report.	Feb 5, 2020	Feb 5, 2020
Review of 2020 Comprehensive Plan amendments.	Feb 19, 2020	May 1, 2020
Periodic review of Comprehensive Plan revamp in anticipation of 2023 statutory update.	Mar 4, 2020	Dec 2, 2020
Review of 6-year transportation improvement plan (TIP).	Apr 15, 2020	May 6, 2020
Review of annual development regulation amendment package (18A clean up, more).	May 20, 2020	Aug 19, 2020
Review of 2021 Buildable Lands Report status.	Jun 3, 2020	Aug 5, 2019
Periodic Review of Lakewood Station District Subarea Plan status.	Jun 3, 2020	Dec 2, 2020
Review of Downtown Subarea Plan, Planned Action and Hybrid Form-Based Code biennial review.	Jul 1, 2020	Aug 5, 2020
Review of 2021 Comprehensive Plan docket.	Sep 2, 2020	Oct 7, 2020

2020 Land Use and Development Code “parking lot” Amendments:

The “parking lot” describes potential land use and development code amendments that could be added by the City Council to the Commission Work Plan followed by City Council consideration during the 2021-2022 biennium.

These three “parking lot” items were raised during the 18A update for potential review and consideration:

- Temporary Transitory Accommodations¹;
- Nonconforming uses/structures; and
- Design Review for Commercial Zoning Districts (*minus the subarea plan areas*).

¹ Temporary Transitory Accommodations refers to local zoning regulations that would allow religious organizations to offer on-site temporary shelters, while protecting the public’s health and safety. Any regulations would also have to comply with RCW 35A.21.360.

Public Safety Advisory Committee (PSAC) 2020 ANNUAL WORK PLAN AND MEETING SCHEDULE

Members:

Chair Ken Witkoe	Mark Terry
Vice Chair James Hairston	Ray Dotson
Mark Peila	
Alan Hart	

Council Liaison:

Councilmember Michael Brandstetter

City Staff Support:

Police Chief Michael Zaro
Administrative Assistant Joanna Nichols

Meeting Schedule:

1st Wednesday of every other month, 5:15 p.m., Lakewood Police Station

2020 Work Plan:

1.	Recruitment
2.	Infrastructure Safety Issues
3.	Energize Neighborhood Association Meetings

Date	Topic(s)
2/5	Western State Hospital and SummerFest Prep
4/1	Reserve Program Presentation and SummerFest Prep
6/3	Coalition Presentation and Final SummerFest Prep
8/5	
10/7	Election and Work Plan for 2021
12/2	Work Plan and Joint Meeting Prep

Special Events:

Date	Event
May 5	Pierce County Law Enforcement Memorial (6 p.m. at Sharon McGavick Center)
June 22	City Council/PSAC Joint Study Session
July 11	SummerFest
November 24	Fallen Officer Food Drive

Lakewood Youth Council
2020 ANNUAL WORK PLAN AND MEETING SCHEDULE

Members:

Abel Alvarado	Hank Jones	Kera Buckmaster
Aiden Kluesner	Jasmine	Kloe Salazar
Anaya Davis	Jazmyn	Kyle King
Angel Lee	Jessie Yadao	Lynese Cammack
Annette Ray	Joo Gyeong Kim	Megan Duncan
Brian Noel	Josaphine Kaiser	Sammantha Reed
Dante Ost	Kathleen Julca	Theresa
Deyana Panagelinan	Sarah Wilton	Yajaira Gonzalez
Gloria Arauja Ruiz	Kayala Purdie	

City Council Liaison: Councilmember Paul Bocchi

City Staff Support: Cameron Fairfield, Recreation Coordinator

Meeting Schedule:

First Monday of Each Month, 6:00pm / Present to Council at 7:00pm, Lakewood City Hall

Third Monday of Each Month, 4:00pm, Lakewood City Hall

2019 / 2020 Work Plan:

2019	
Date	Topic(s)
9/3/19 Tuesday	First Meeting / Introductions / Purpose of the Board / Meeting Expectations Report to Council
10/7/19	Truck and Tractor Registration Parks Legacy Plan Update Meet and Greet with Lakewood City Council
10/12/19 Saturday	Truck and Tractor Day – Fort Steilacoom Park
10/18/19	Make-A-Difference Day Planning Grant Twyman – Diversity Inclusion Specialist CPSD Youth Summit Introduction
10/26/19 Saturday	Make-A-Difference Day Fort Steilacoom Park
11/4/19	Report to Council
11/12/19 TUESDAY	Joint Meeting with City Council Lakewood Police Station
12/2/19	Report to Council
12/7/19	Lakewood Christmas Tree Lighting Holiday Fair at Hudtloff Middle School
2020	
Date	Topic(s)

1/6/20	Board Member Reports / School Reports Report to Council
1/20/20 Tentative No School	Youth Summit Planning
2/1/20	MLK Celebration Harrison Prep School
TBD	Lions Club Crab Feed McGavic Center Clover Park Technical College
2/3/20	Board Member Reports / School Reports Report to Council
2/17/20	Youth Summit Planning / Subcommittees
3/2/20	Board Member Reports / School Reports Report to Council
TBD	ACW Quality Communities Scholarship Deadline Youth Council Completion Will Happen Prior to This Date
3/19/20	2020 Youth Summit
4/6/20	Youth Summit Review Board Member Reports / School Reports Report to Council
4/24/20	Math Relay Harry Lang Stadium Clover Park High School
5/4/20	Board Member Reports / School Reports Report to Council
6/1/20	Youth Council Review Updates / Changes What can we do better for next year! Final Report to Council

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

January 21, 2020

TITLE: Colonial Plaza
Public Art

TYPE OF ACTION:

— ORDINANCE NO.

— RESOLUTION NO.

REVIEW:

November 4, 2019

ATTACHMENTS:

Contract Documents

X MOTION NO. 2020-03

SUBMITTED BY: Sally Martinez, Recreation Coordinator

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to enter into an agreement with artist Perri Howard to fabricate and install two art structures at the entrance of the Colonial Plaza. The contract amount shall not exceed \$100,000.

SUMMARY: The process for selecting artwork for the Colonial Plaza began in February of 2019. The Arts Commission created an RFP and selection process and a stakeholder's team, including City Councilmembers, provided additional design work to create the artwork selected for this site.

BACKGROUND: In February the Lakewood Arts Commission was asked to select public art for the new Colonial Plaza project being built on Motor Avenue. From February to May, 2019, the Arts Commission and a stakeholders group, created and disseminate a public art RFP, reviewed submittals, scored submissions (both independently and as a group) and presented the scoring rubric to the Arts Commission for discussion. The top three artists were invited to present their proposals at the May 28th City Council meeting and the Arts Commission made a recommendation to City Council to select the artwork from the top ranked artist, Perri Howard. The City Council did not accept the Arts Commission recommendation regarding public art at the Colonial Plaza. They proposed increasing the budget and doing more work to refine the concepts for this work. In June, 2019 Council authorized the City to enter into an agreement with the artist for this additional work. CONTINUED

CURRENT STATUS: At the Nov. 4, 2019 Council meeting, Perri Howard presented her most current design and installation information. The City Council approved the design with the understanding that additional work and fine tuning to the design and fabrication would occur.

ALTERNATIVE(S): Council could not approve contract and provide direction for selecting public art for this location.

FISCAL IMPACT: \$100,000 from the City's Public Art Fund.

Sally Martinez, Recreation Coordinator

Prepared by



City Manager Review

BACKGROUND (Continued): On June 13, 2019, the City approved a plan to work with the preferred and recommended artist, Perri Howard, and develop options for the Colonial Plaza artwork. The work included facilitating meetings with Councilmembers and a stakeholders group to identify a clear overarching concept, refine qualities and themes of the artwork and develop a preliminary design to include engineering, fabrication and installation necessary for the anticipated artwork.

Several stakeholder meetings were held between July and September to develop criteria for artwork. The stakeholder team was comprised of City staff, City Council members, Art Commission and community members. The team provided input on design elements, qualities, themes and concepts for the art work. Additional site visits and research was done to refine design options. The artist presented updated designs which focused on the qualities identified as important from the stakeholder group to include elements of nature, abstraction, iconic, traditional and modern elements, and art that represents and speaks to the community. The design features were indicative of a shell, hull, boats, seeds, pods, whales, skin, husks, and a lighted candle. The recommended material is anodized aluminum. A water feature would be included on one of the pieces. The art piece is tied to a poem by Roger Moore called One Small Corner and it was recommended to have it engraved somewhere on or near the artwork.

Here is a link to the proposed artwork [link to video of artwork concept](#)

A chart regarding issues and alternatives that could occur during fabrication is provided

Item	If	Then
Artwork Construction	Aluminum too flexible at scale or too many welds.	Stainless Steel or Coated Steel w/ Color.
Artwork Finish	Anodizing too costly.	Stainless Steel or Coated Steel w/ Color.
Stone	Too Large or Heavy for Footing.	Smaller Stone w/ 3 art layers instead of 5.
Engineering	Layers too close together.	3 art layers instead of 5.
Lighting	Not compatible with fountain integration.	Programmable spotlighting (or static spot).

**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 Contractor's Employees - Department of Retirement Systems (DRS) Retiree Return to Work Verification Process. The City's obligation to comply with DRS Retiree Return to Work Verification Process extends to Independent Contractors and Third Party Workers. Contractor and any subcontractors shall provide worker information as requested by the City. The Contractor shall provide such requested information, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for same.

12.6 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 as 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 an 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, nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

12.7 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:

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

Heidi Ann Wachter, City Attorney

Corporate:

Notary's signature _____
 Notary's printed name _____

 Notary Public in and for the State of Washington.
 My commission expires _____

Individual:

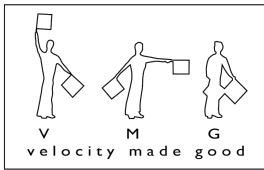
Notary's signature _____
 Notary's printed name _____
 Notary Public in and for the State of Washington.
 My commission expires _____

EXHIBIT “A”

SERVICES

Provide a complete description of any services that the Contractor will render including any limitations or requirements, special methods, and any instructions on how to do the services, reports or track the services.

1. The Contractor shall do or provide the following:



art | design | sound

PERRI HOWARD

Po Box 1086

Twisp, WA 98856

perri@vmgworks.com

VMG: Velocity Made Good

DATE

November 19, 2019

TO

City of Lakewood

Attn. Sally Martinez

MILESTONES

PROJECT TITLE: Colonial Plaza Artwork

PROJECT TIMELINE: 24 weeks (from contract signing to completion)

DELIVERABLE	DELIVERY DATE	AMOUNT	NOTES
Proof of Insurance Project Budget Allocations Project Team Roster Preliminary Schedule	January 31st	\$ 5,000.00	
Final Feasibility Report Final Design 70% Construction Documents Preliminary Engineering	February 28th	\$ 10,000.00	
Client CD/Engineering Review 100% Construction Documents Stamped Engineering	March 31st	\$ 10,000.00	
Fabrication 30% Complete	April 30th	\$ 20,000.00	
Fabrication 60% Complete	May 31st	\$ 20,000.00	
Artwork Installed	June 30th	\$ 30,000.00	
Community Dedication (or 30-Day Hold)	July 31st	\$ 5,000.00	
Total		\$ 100,000.00	

Sincerely,

Perri Howard

Artist/Owner, VMG: Velocity Made Good

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

January 21, 2020

TITLE: Wide-Format Printer and Scanner Replacements

ATTACHMENTS:**TYPE OF ACTION:**

ORDINANCE NO.

RESOLUTION NO.

MOTION 2020-04

OTHER

REVIEW:

January 6, 2020

SUBMITTED BY: Ken White, Chief Information Officer

RECOMMENDATION: It is recommended that the City Council approve the request to replace the existing wide format printers and scanner.

DISCUSSION: The city currently utilizes two (2) Hewlett Packard wide-format printers which are shared amongst several departments at City Hall. These printers were installed over 10 years ago and have exceeded their manufacturer's life expectancy. Over the past year we have provided continued maintenance and support on these printers. The cost of toner, maintenance, parts and support is now increasing for both units which mandates us to look at replacements for each of these machines. Along with the wide-format printers at City Hall, there is a single KIP unit that is used to scan large wide-format prints for all departments. This unit is an older model that is slow and very inefficient when scanning wide-format prints. It also requires an extensive amount of staff time to scan due to the systems slow response. As we begin to look at the document management solution implementation, it will be crucial to have a quality scanner in-house that will provide a means to scan existing wide-format prints. This will reduce third party costs by providing staff with a fast and efficient unit that can be used to scan documents internally and not having to outsource all large wide-format documents to third parties. The existing wide format printers would be replaced with the HP PageWide XL40000 printer. This printer has a production rate of 8- 24x36 prints per minute for both color and black and white prints. Print quality is constant at 1,200 DPI and provides a wide range of media selection to include bond, photo, Mylar, banner, clear film, poster & vinyl. These units will allow for more precise, high quality prints at a lower cost per print the current models. Purchase the IQ Quattro 4450 Pro-Station scanner which provides up to 44" Color and B&W support. Separate print & scan functions by purchasing a stand-alone efficient wide-format scanner. This system will increase production and increase life expectancy of any wide-format printer that both prints & scans. The scanner also fits in to the upcoming document management solution well by providing an efficient unit to scan wide-format documents.

ALTERNATIVE(S): Non-replacement will result in decreased efficiency and effectiveness.

FISCAL IMPACT: Total cost of \$40,388 funded by 2019 savings from printer & copier supplies and other various line items.

Tho Kraus, Assistant City Manager
Department Director


City Manager Review

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

January 21, 2020

REVIEW:

TITLE: Reappointing Don Anderson to serve on the Pierce Transit Board of Commissioners through December 31, 2022.

ATTACHMENTS:

Pierce Transit Letter

TYPE OF ACTION:

— ORDINANCE

— RESOLUTION

X MOTION NO. 2020-05

— OTHER

SUBMITTED BY: Briana Schumacher, City Clerk for Mayor Don Anderson

RECOMMENDATION: It is recommended that the City Council reappoint Don Anderson to serve on the Pierce Transit Board of Commissioners from January 1, 2020 through December 31, 2022.

DISCUSSION: Pierce Transit is requesting that the City Council appoint a Lakewood elected official to serve a three-year term beginning January 1, 2020 through December 31, 2022. Mayor Don Anderson is seeking Council's confirmation to serve as Lakewood's representative on the Pierce Transit Board of Commissioners for another three-year term.

ALTERNATIVE(S): The City Council could choose to appoint another elected official.

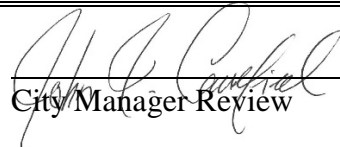
FISCAL IMPACT: There is no fiscal impact.

Briana Schumacher, City Clerk

Prepared by

Heidi Ann Wachter, City Attorney

Department Director


City Manager Review

January 2, 2020

Ms. Briana Schumacher
City of Lakewood
6000 Main Street SW
Lakewood, WA 98499

Transmitted via email

RE: Appointment to the Pierce Transit Board

Dear Briana,

This is just a friendly reminder to please add to one of your Council agendas in January the Appointment to the Pierce Transit Board. The appointee must be an elected official.

As information, Mayor Don Anderson currently represents the City of Lakewood on the Pierce Transit Board. The Board meets the second Monday of each month at 4:00 p.m. at the Pierce Transit Training Center in Lakewood, Washington.

Please advise me as soon as possible of the City of Lakewood Council's selection.

Thanks so much,



Deanne Jacobson
Clerk of the Board
Djacobson@piercetransit.org/253.581.8066

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: January 21, 2020	TITLE: Ordinance approving the proposed vacation of the eastern seventy (70) feet of Walnut St SW right-of-way east of the intersection with Langlow St SW.	TYPE OF ACTION: <input checked="" type="checkbox"/> ORDINANCE NO. 727 <input type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER
PUBLIC HEARING: January 6, 2020		
REVIEW:	ATTACHMENTS: Ordinance Easement Agreement	

SUBMITTED BY: Paul A. Bucich, P.E., Public Works Engineering Director/City Engineer

RECOMMENDATION: It is recommended that the City Council pass an ordinance approving the proposed vacation of the eastern seventy (70) feet of Walnut St SW right-of-way east of the intersection with Langlow St SW.

DISCUSSION: A complete application for the vacation of a portion of Walnut St SW right-of-way was submitted on October 21, 2019, by Joel Kessell representing Ward Melby, the owner of undeveloped real property on Walnut St SW, which is adjacent to that portion of Walnut St SW under consideration. The property owners desire to take ownership of the public right-of-way in order to increase the area of their existing lot and make it more uniform in shape. The City has identified no future need for the right-of-way and Public Works Engineering supports the vacation.

A public hearing was held on January 6, 2020. Staff has received no objections to the proposed vacation. Easements will be reserved for utilities that have facilities in the right-of-way to be vacated. Ingress and egress for parcel #0219103074, 7704 Walnut St SW, across parcel #5015000090, 7706 Walnut ST SW, shall be maintained per recorded easement instrument #200303110588.

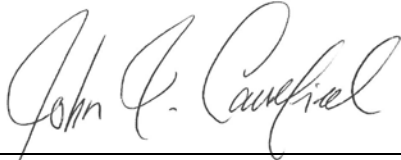
An appraisal was recently provided to the City by the applicant. The value of the property was appraised at \$37,800 total (Thirty-seven Thousand Eight Hundred) or, \$9 per square foot.

ALTERNATIVE(S): The Council may choose to not adopt the Ordinance thereby denying the property owner's request to vacate the Walnut St SW right-of-way.

FISCAL IMPACT: The City will benefit from the vacation by adding this property back into the tax rolls and by improved stewardship of an otherwise nuisance lot.

Franc Sawatzki
Prepared by

Paul Bucich
Department Director



City Manager

ORDINANCE NO. 727

AN ORDINANCE of the City Council of the City of Lakewood, Washington, vacating the eastern seventy (70) feet of Walnut St SW right-of-way east of the intersection with Langlow St SW.

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

WHEREAS, on October 21, 2019, an application and petition for the vacation of public property was received; and

WHEREAS, in conformity with the legal requirements pursuant to Lakewood Municipal Code 12A.12.070, the Lakewood City Council passed Resolution No. 2019-20 on December 16, 2019, setting a public hearing regarding this proposed vacation on January 6, 2020; and

WHEREAS, in conformity with the legal requirements pursuant to Lakewood Municipal Code 12A.12.090 proper notice of the public hearing was posted and mailed to all required parties; and

WHEREAS, on January 6, 2020, said public hearing was held before the Lakewood City Council with no objections to the proposed vacation; and

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

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

WHEREAS, the City Council of the City of Lakewood, Washington, has considered all

matters presented at the public hearing on the proposed vacation, hearing no objection to this vacation, and does hereby find that the vacation of said property is appropriate and that the transfer of property at issue in this matter in the manner set forth below is in best interests of the public;

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

- Section 1. The City vacates the eastern seventy (70) feet of Walnut St SW right-of-way east of the intersection with Langlow St SW, located within the city of Lakewood, Washington, legally described as shown in the attachment hereto, marked "Attachment A" and incorporated herein by this reference, subject to the conditions set forth in Sections 2 through 6 of this Ordinance.
- Section 2. The City shall retain an easement or the right to exercise and grant easements in respect to all parts of the vacated land for the construction, repair, and maintenance of existing public utilities and services.
- Section 3. The vacated land shall be partitioned as legally described and shown in the attachment hereto, marked "Attachment B" and incorporated herein by this reference.
- Section 4. Private access easement in favor of parcel #0219103074 across parcel #5015000090 as recorded by Pierce County instrument #200303110588 shall continue and extend to include that portion of the vacation as identified in Attachment B to be vacated to Tax Parcel 5015000090.
- Section 5. The vacation shall be effective upon payment to the City of Lakewood, within 120 days of the date hereof, by an owner of property, or assignee, adjacent thereto and to be benefited by the vacation, in the amount of \$37,800.00, which represents full appraised value of the net amount (4,200 square feet) of right-of-way to be vacated.
- Section 6. This Ordinance shall be in full force and effect thirty (30) days after publication as required by law.

ADOPTED by the City Council this 21st day of January, 2020.

CITY OF LAKEWOOD

Attest:

Don Anderson, Mayor

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

ATTACHMENT "A" - Entire area to be vacated

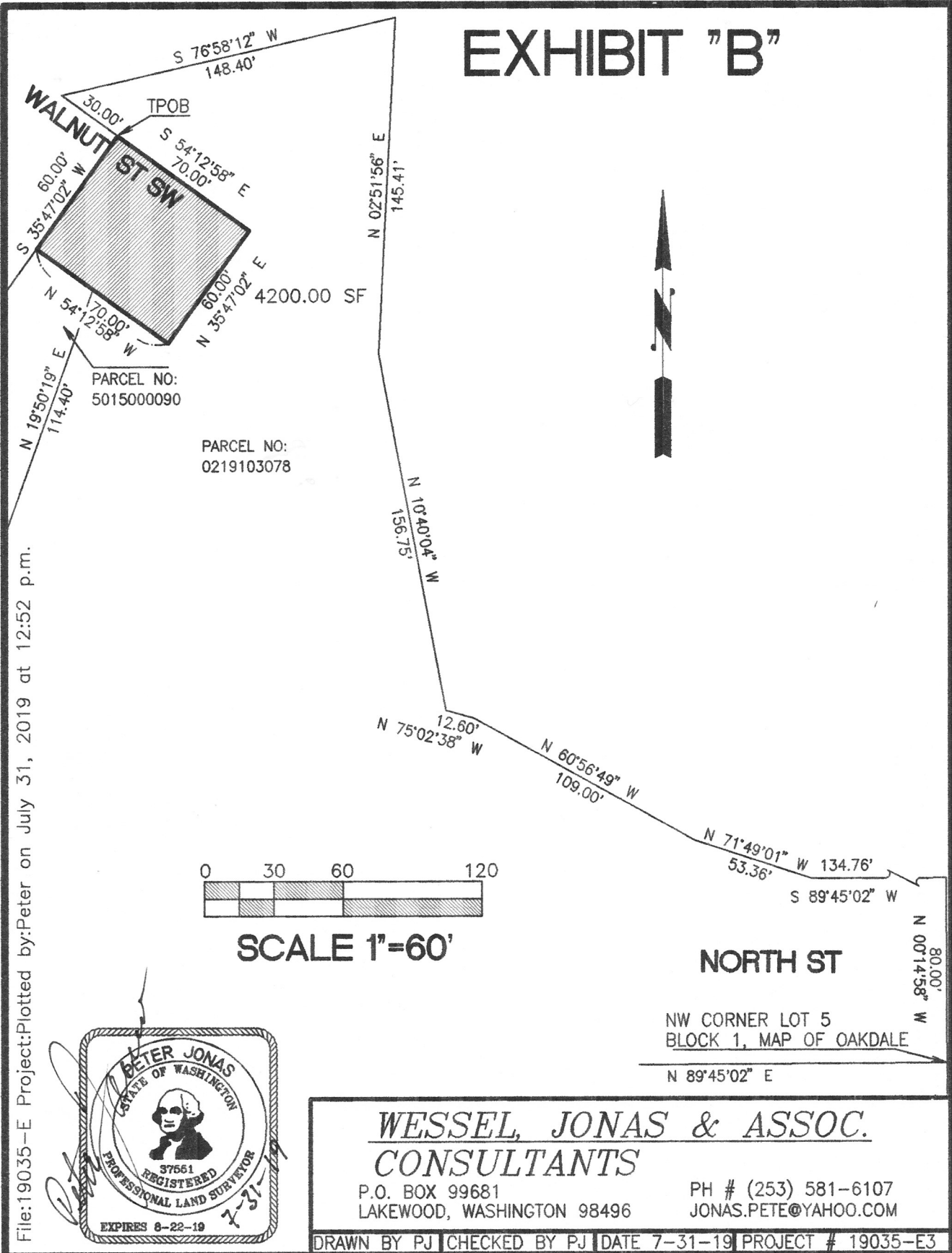
EXHIBIT "A"

COMMENCING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 1, MAP OF OAKDALE;
THENCE NORTH 00°14'58" WEST ON THE PROLONGATION OF THE WEST LINE OF SAID LOT
5 A DISTANCE OF 80 FEET;
THENCE SOUTH 89°45'02" WEST, PARALLEL WITH THE NORTH LINE OF SAID MAP OF
OAKDALE, 134.79 FEET;
THENCE NORTH 71°49'01" WEST, 53.36 FEET;
THENCE NORTH 60°56'49" WEST, 109.00 FEET;
THENCE NORTH 75°02'38" WEST, 12.60 FEET;
THENCE NORTH 10°40'04" WEST, 156.75 FEET;
THENCE NORTH 02°51'56" EAST, 145.41 FEET;
THENCE SOUTH 76°58'12" WEST, 148.40 FEET;
THENCE SOUTH 54°12'58" EAST, 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 54°12'58" EAST, 70.00 FEET;
THENCE SOUTH 35°47'02" WEST, 60.00 FEET;
THENCE NORTH 54°12'58" WEST, 70.00 FEET;
THENCE NORTH 35°47'02" EAST, 60.00 FEET TO THE TRUE POINT OF BEGINNING.
AS GRAPHICALLY DEPICTED IN EXHIBIT "B".

CITY OF LAKEWOOD, COUNTY OF PIERCE, STATE OF WASHINGTON.

ATTACHMENT "A" - Entire area to be vacated

EXHIBIT "B"



File:19035-E Project:Plotted by:Peter on July 31, 2019 at 12:52 p.m.

ATTACHMENT "B" - To be vacated to Tax Parcel 0219103078

EXHIBIT "A"

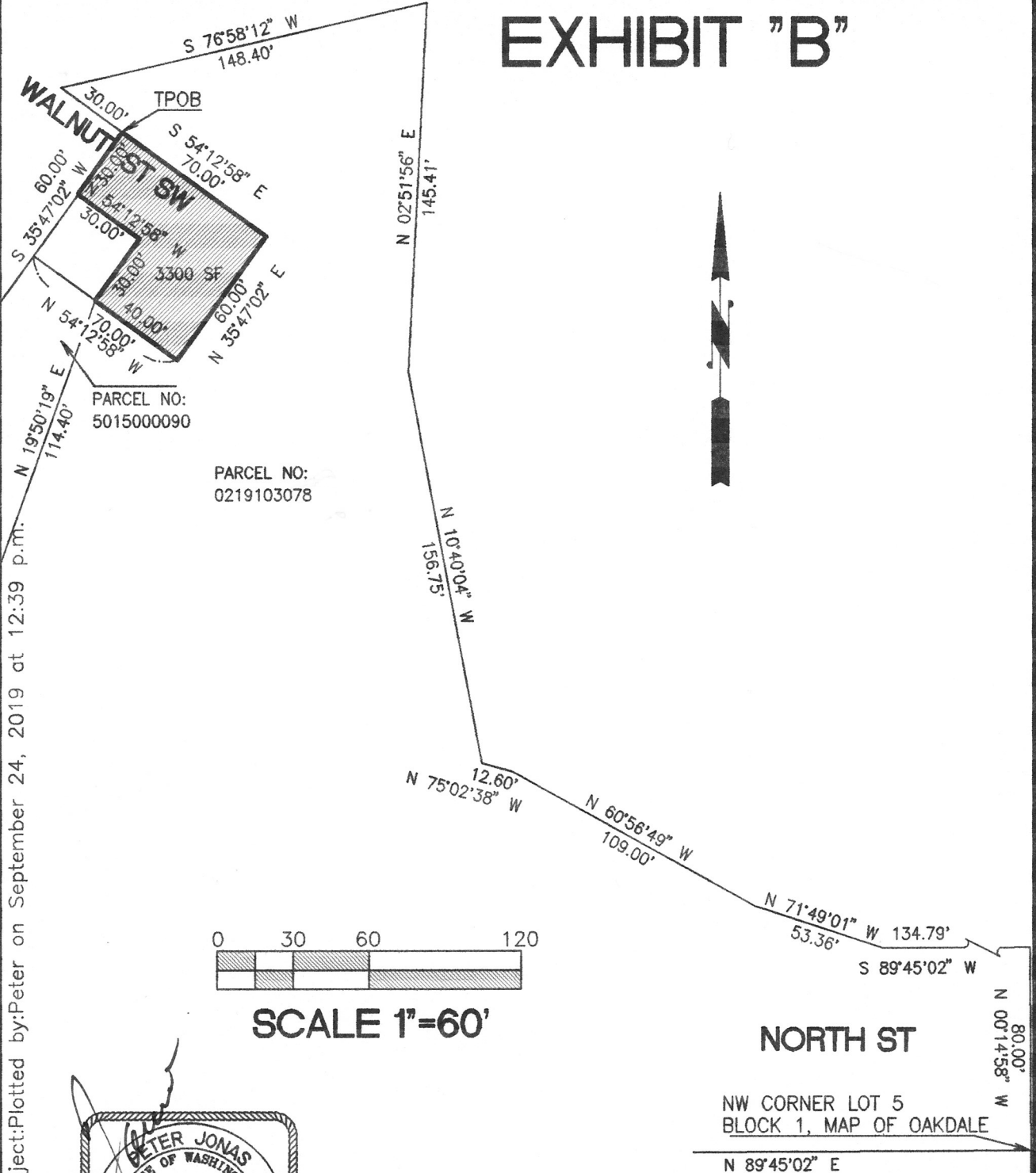
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THENCE NORTH 35°47'02" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

AS GRAPHICALLY DEPICTED IN EXHIBIT "B".

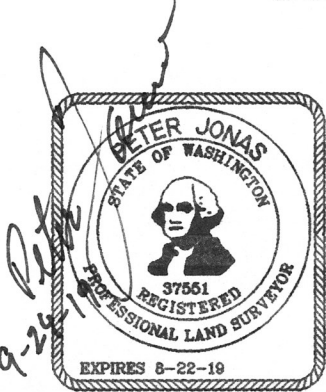
CITY OF LAKEWOOD, COUNTY OF PIERCE, STATE OF WASHINGTON.

ATTACHMENT "B" - To be vacated to Tax Parcel 0219103078

EXHIBIT "B"



SCALE 1"=60'



WESSEL, JONAS & ASSOC. CONSULTANTS

P.O. BOX 99681
LAKEWOOD, WASHINGTON 98496

PH # (253) 581-6107
JONAS.PETE@YAHOO.COM

DRAWN BY PJ CHECKED BY PJ DATE 9-24-19 PROJECT # 19035-E2

File:19035-E Project:Plotted by:Peter on September 24, 2019 at 12:39 p.m.

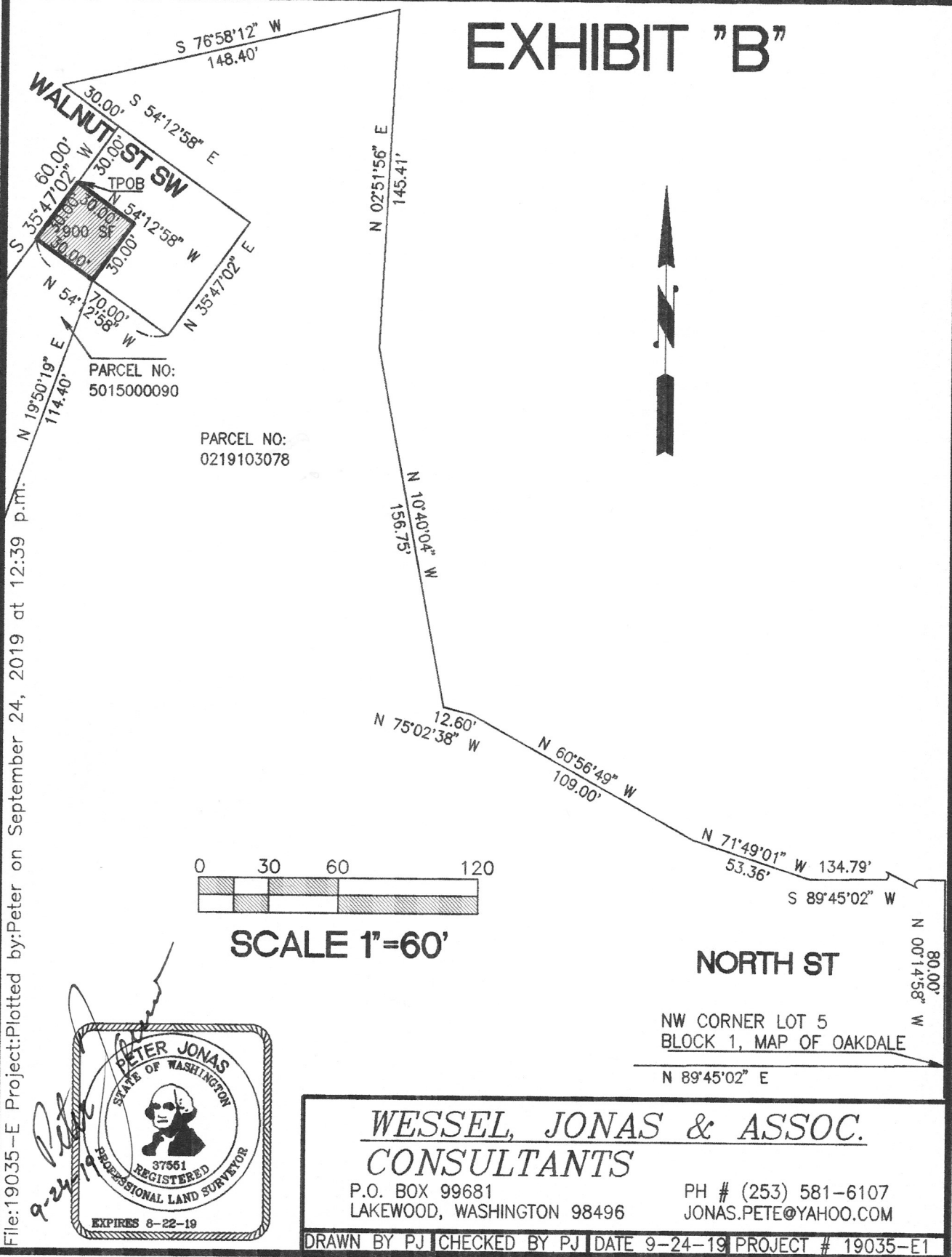
ATTACHMENT "B" - To be vacated to Tax Parcel 5015000090
EXHIBIT "A"

COMMENCING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 1, MAP OF OAKDALE;
THENCE NORTH 00°14'58" WEST ON THE PROLONGATION OF THE WEST LINE OF SAID LOT
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AS GRAPHICALLY DEPICTED IN EXHIBIT "B".

CITY OF LAKEWOOD, COUNTY OF PIERCE, STATE OF WASHINGTON.

ATTACHMENT "B" - To be vacated to Tax Parcel 5015000090

EXHIBIT "B"



File:19035-E Project:Plotted by:Peter on September 24, 2019 at 12:39 p.m.

200303110588 7 PGS
03-11-2003 11:53am \$25.00
PIERCE COUNTY, WASHINGTON

After Recording Return To.

MARK E. HOLCOMB
MORTON MCGOLDRICK, P.S.
820 A STREET, SUITE 600
Tacoma, WA 98402

Grantor: Bal Family Revocable Living Trust
Grantee: Nancy C. Mace
Legal Description (abbreviated): Portion of Lot 9 & 10, Blk 5, Lake Grove
Additional legals on Pages 6 and 7
Assessor's Property Tax Parcel/Account Numbers: 5015000090; 0219103074

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of MARCH, 2003, between Eugene Bal, Jr. and Margaret J. Bal, trustees of the Bal Family Revocable Trust, ("Bal") and Nancy C. Mace, a single woman ("Mace") as follows:

A. RECITALS

1. Bal is the owner of certain real property situated in Pierce County, Washington commonly known as 7706 Walnut Ave. SW, Lakewood, Washington 98498 (Tax Parcel No. 5015000090) and legally described on Exhibit "A," which is attached hereto and incorporated herein by this reference (hereafter referred to as the "Bal Parcel"); and

2. Mace is the owner of that certain real property adjacent to the Bal Parcel, commonly known as 7704 Walnut Ave. SW, Lakewood, Washington 98498 (Tax Parcel No. 0219103074) and legally described in Exhibit "B," which is attached hereto and incorporated herein by this reference (hereafter referred to as "Mace Parcel").

3. By this Agreement, Bal and Mace intend to document the terms of an easement for ingress, egress and parking serving the Mace Parcel, which easement is located over, upon and across the Bal Parcel.

EXCISE TAX EXEMPT DATE 3/11/03
Pierce County

By [Signature] Auth. Sig

NOW, THEREFORE, based upon the mutual covenants contained herein, it is agreed as follows:

B. AGREEMENT

1. **Grants of Easement.** Bal hereby grants and conveys to Mace a nonexclusive, perpetual easement for vehicular and pedestrian ingress and egress over, across and upon the existing paved driveway and land on the northerly 140 feet of the Bal parcel ("Access Easement"). In addition, Bal hereby grants and conveys to Mace nonexclusive perpetual easement for motor vehicle parking within the northern portion of the existing garage located within the northerly 140 feet of the Bal parcel ("Parking Easement").

2. **Recording.** This Agreement may be recorded with the Auditor of Pierce County by either party.

3. **Maintenance of Easement and Improvements.**

(a) **Quality of Maintenance.** Mace acknowledges and accepts, AS IS, the quality and condition of the existing driveway ("Driveway") and garage ("Garage"). The parties further agree that the Driveway may be paved or upgraded at any time at the cost of the party desiring the upgrade; but the cost of an upgrade shall not be imposed upon a party opposing the upgrade.

(b) **Sharing of Costs of Maintenance and Repair.** Maintenance and repair of the Driveway and Garage shall be borne equally between the Bal Property and Mace Parcel. Maintenance of the Driveway may include sealing and patching as needed. Maintenance of the Garage may include annual painting and roof repair.

(c) **Extraordinary Use.** If any party to this agreement shall cause any part of the Access Easement or Parking Easement to be subjected to use more intensive than the reasonable wear and tear usually and normally generated by ordinary personal or vehicular use and if the driveway thereon should be damaged by such extraordinary use, the party subjecting the Driveway to such extraordinary use shall have the obligation, forthwith, to repair such damage and to restore the driveway to the condition existing prior to such damage.

4. **No Implication.** Nothing in this Agreement shall be construed to imply any easement rights in favor of Mace or Bal other than those expressly granted herein.

5. **Indemnification.** Mace's use and occupancy of the Bal Parcel shall be at her sole risk. Mace shall indemnify Bal from and against any claim by such user, its licensees, guests or invitees, from and with respect to any injury, harm, loss or damage arising out of the use of the Access or Parking Easement; except only the intentional misconduct or the negligence of Bal.

This indemnification shall extend to and include the reimbursement of all defense costs reasonably incurred, including attorneys' fees, by an indemnitee.

6. General Terms and Conditions.

(a) Integration and Amendment. This agreement and the documents and papers executed in accordance with the provisions herein represent the entire agreement of the parties and may not be amended or changed except by a written document signed by all parties and recorded.

(b) Jurisdiction and Venue. This agreement is being entered into and shall be construed and interpreted in accordance with the laws of the state of Washington and except as arbitration is otherwise provided, any disputes hereunder shall be resolved in the Superior Court of the state of Washington; with venue in Pierce County, Washington.

(c) Costs of Litigation. The prevailing party in any litigation to enforce this agreement shall be entitled to recover its reasonable attorneys' fees and costs of litigation, including fees on appeal.

(d) Further Cooperation. Each party undertakes to execute such additional or other documents as may reasonably be required fully to implement the intent of this agreement, but this covenant shall not be deemed to change, decrease or increase the rights or duties of either party.

(e) Binding on Successors and Assigns. The Easements granted herein and the burdens and benefits thereof shall be deemed to run with the Bal Parcel and the Mace Parcel, and shall be binding on the successors and assigns.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

BAL:

Bal Family Revocable Living Trust

By: Eugene Bal, Jr.

Eugene Bal, Jr., Trustee

By: Margaret J. Bal

Margaret J. Bal, Trustee

MACE:

Nancy C. Mace
Nancy C. Mace

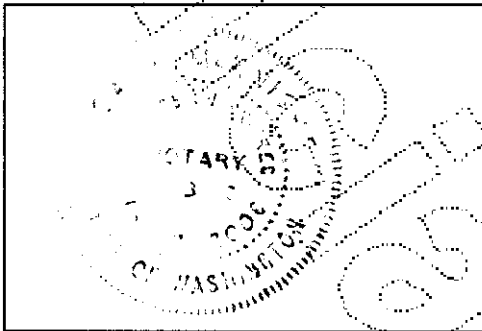
STATE OF WASHINGTON)

COUNTY OF Leice)

) ss.

I certify that I know or have satisfactory evidence that Eugene Bal, Jr. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of the Bal Family Revocable Living Trust to be the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 6th day of MARCH, 2003.



Notary Seal

Soann MacKnight (Name)
NOTARY PUBLIC in and for the State of
Washington residing at: TACOMA
My Commission Expires: 5-9-06

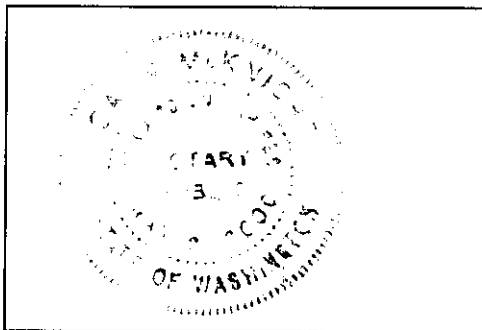
STATE OF WASHINGTON)

COUNTY OF _____)

) ss.

I certify that I know or have satisfactory evidence that Margaret J. Bal is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Trustee of the Bal Revocable Living Trust to be the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 6th day of MARCH, 2003.



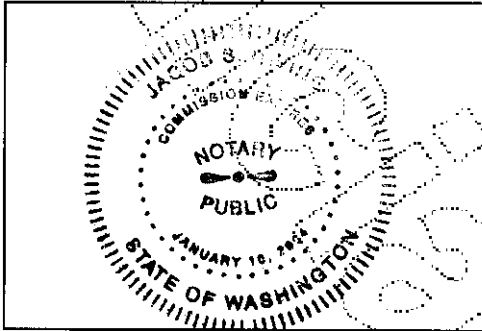
Notary Seal

Soann MacKnight (Name)
NOTARY PUBLIC in and for the State of
Washington residing at: TACOMA
My Commission Expires: 5-6-09

STATE OF WASHINGTON)
) .ss
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Nancy C. Mace is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 6th day of March, 2003.



Notary Seal

Jacob S. Levine (Name)
NOTARY PUBLIC in and for the State of
Washington residing at: Tacoma
My Commission Expires: 1/10/04

For reference only, not for re-sale.

EXHIBIT "A"

LEGAL DESCRIPTION OF BAL PARCEL

PART OF L 9 & 10 B 5 & PART OF L 7 B 6 & POR OF SE OF SW SEC 10 19 2E DESC AS FOLL COM AT NW COR OF L 8 B 5 TH ON NLY LI OF SD LOT S 53 DEG 21 MIN E 80 FT TO POB TH S 36 DEG 39 MIN W 140 FT TH N 53 DEG 21 MIN W 10 FT TH S 36 DEG 39 MIN W 96 FT TH N 53 DEG 21 MIN W 22.5 FT TH S 36 DEG 39 MIN W 54 FT TH N 53 DEG 21 MIN W 2.5 FT TH S 36 DEG 39 MIN W 47.5 FT TO SH LI OF AMERICAN LK TH SELY ALG SD SH LI 66 FT M/L TO SE COR PROP CYD TO R C MC DERMID BY D # 1541211 TH N 33 DEG 27 MIN 40 SEC E 197.8 FT TO C/L OF VAC CHESTNUT ST TH SELY ALG SD C/L TO A PT 32 FT NWLY OF C/L OF VAC PENNSYLVANIA AVE TH N 36 DEG 39 MIN E 30 FT TH N 53 DEG 21 MIN W 6.57 FT TH N 20 DEG 42 MIN 17 SEC E 114.40 FT TO PT ON NLY LI OF BLK 5 TH N 53 DEG 21 MIN W ALG SD NLY LI TO POB TOG/W SH LDS ABUTT SEG G 1266


For reference only, not for re-sale.

EXHIBIT "B"

LEGAL DESCRIPTION OF MACE PARCEL

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NWLY LI OF SD L 10 EXT SWLY 140 FT TO POB TH S 33 DEG 27 MIN 40 SEC W 197.8
FT M/L TO SH LI OF AMERICAN LAKE TH SELY ALG SD SH LI 50 FT M/L TO INTER
A LI PAR/W & 36 FT SELY OF NWLY LI OF BLK A OF LAKE GROVE NOW VAC TH
NELY ALG SD PAR LI TO A PT ON C/L OF VAC CHESTNUT ST TH N 53 DEG 21 MIN
W ALG SD C/L 61 FT TO POB TOG/W SHLDS ABUTT EASE OF RECORD SEG G 1266

For reference only, not for re-sale.

	<p>LAKEWOOD'S PROMISE ADVISORY BOARD Thursday, June 6, 2019 American Lake Conference Room Lakewood City Hall Lakewood, WA 98499 7:30 am – 8:30 am</p>
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CALL TO ORDER

Ms. Ellie Wilson called the meeting to order at 7:34 am.

ATTENDANCE

Promise Advisory Members Present: Ellie Wilson, Leanna Christian, Elise Bodell, Mary Dodsworth, Beverly Howe, Dr. Joyce Loveday, Andie Gernon, Ron Banner, Wanda Elder

City Council Liaison: Mary Moss

Staff Present: Brian Humphreys

Youth Council Liaison: Kenneth Prince

PUBLIC COMMENT

NONE

INTRODUCTION OF NEW BOARD MEMBERS

Andie Gernon and Wanda Elder, the two new members of the board, introduced themselves and talked their passion for Lakewood youth and being part of a strategic board.

APPROVAL OF MINUTES

Joyce Loveday moved to approve the March 21st, 2019 Promise Board minutes as written. Andie Gernon seconded the motion. The motion was unanimously approved.

NEW BUSINESS

Kerri Pedrick, the new Executive Director for Communities in Schools of Lakewood, presented on the work of CISL and her vision for where the organization is going and how it partners.

OLD BUSINESS

Ad hoc committee update: Brian Humphreys provided a summary of the work of the ad hoc committee for the new members. He presented the feedback from the Community Services Advisory Board who approved of the strategic planning the Promise Board is doing with the feedback that the two advisory boards should maintain their respective roles. Community Services focuses on funding recommendations and oversight, while Lakewood's Promise is the strategic arm of human services and focuses on the Community Collaboration and building relationships with partners. CSAB also

requested two joint meetings per year, and assigned one member to be a part of the joint ad hoc committee.

The goal for the summer is for the ad hoc committee to continue to meet and decide on a timeframe for a new community needs assessment. Brian Humphreys will also meet with the existing workforce development and career navigation organizations that serve Pierce County to find out whether the challenge of connecting Lakewood residents with living wage jobs can be accomplished through partnerships and leveraging existing resources.

BOARD MEMBER UPDATES

Ron Banner gave an update about the CELT coalition through the school district. CELT will have a large event in February 2020 to take a snapshot of the community from the perspective of the organizational partners from various sectors. The board discussed whether there are similarities between CELT and Lakewood's Promise, and started what will be an ongoing conversation about what a working relationship might look like.

Beverly Howe gave an update about the new Executive Director and the merger between CHI Franciscan and Common Spirit. She also talked about the marketing efforts to raise awareness of St. Clare itself.

Elise Bodell talked about the organizational restructuring taking place at the Pierce County Library System which has created or vacated quite a few jobs. The position for a new Lakewood Branch Manager has been posted. Pierce County Reads has an author event in Lakewood this Saturday. She also talked about the Art of Storytelling: Teen Mural Painting and Art Installation even taking place June 27th.

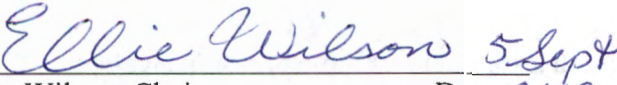
Joyce Loveday talked about the expanded need grant funding now available. CPTC is also hiring for a Director of Diversity, Equity and Inclusion, and the new Center for Advanced Manufacturing is opening in September 2019.

Leanna Christian presented on the YMCA's summer program happening at Tyee Park. Lunches will be available at those events. Free swim lessons will be offered at American Lake on Fridays.

Mary Dodsworth talked about the Farmer's Market having opened, and reminded the board about SummerFest on July 13th.

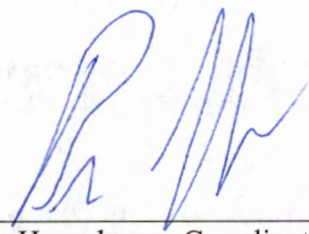
ADJOURN

Ellie Wilson adjourned the meeting at 8:34 am.



Ellie Wilson, Chair

Date

2019


Brian Humphreys, Coordinator

Date

	<p>LAKEWOOD'S PROMISE ADVISORY BOARD Thursday, October 3, 2019 American Lake Conference Room Lakewood City Hall Lakewood, WA 98499 7:30 am – 8:30 am</p>
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CALL TO ORDER

Ms. Ellie Wilson called the meeting to order at 7:35 am.

ATTENDANCE

Promise Advisory Members Present: Ellie Wilson, Elise Bodell, Mary Dodsworth, Andie Gernon, Wanda Elder, Christie Flynn (representing Dr. Michele Johnson)

City Council Liaison: Mary Moss

Staff Present: Brian Humphreys

Youth Council Liaison: Abel Alvarado

PUBLIC COMMENT

NONE

APPROVAL OF MINUTES

Mary Dodsworth moved to approve the September 5th, 2019 Promise Board minutes as written. Andie Gernon seconded the motion. The motion was unanimously approved.

NEW BUSINESS

The board's new liaison from the Youth Council, Abel Alvarado, introduced himself and talked about his interest in the work of Lakewood's Promise.

Board members discussed the distribution mechanisms for the What's UP! newsletters. Staff will follow up with Clover Park School District to discuss the possibility of digitally distributing the newsletter to more students and families. There is interest in making this available to middle school and high school students and families.

Board members reviewed the memo list of 2019 work plan accomplishments to be submitted to the City Council for the joint session on October 28th. Staff will send out an invitation for the joint session, and board members who are able to attend will accept the invitation. Staff will then send out a draft script that members will meet to practice before going into the joint session.

BOARD MEMBER UPDATES

Christian Flynn shared that Dr. Julie White is the new President for Pierce College's Ft. Steilacoom campus. Pierce's enrollment numbers are steady. Pierce also participated in a survey with other colleges from around the country about what the obstacles are for low income parents trying to get through training programs. Staff will follow up with her to get a copy of the report since it aligns with the community needs survey currently being conducted by human services.

Elise Bodell shared that Pierce County Library System is participating on a community engagement taskforce for the WorkSource system. The taskforce has some funding for United Way youth action boards. The taskforce will also look at ways to build capacity of front line staff at various organizations. There is an event on October 8th of authors who were formerly incarcerated. There is also a food justice conversation on November 16th.


Mary Moss shared the City Council had a retreat with legislators about their dream funding allocations. Mary toured the new Wellstone apartments in Springbrook. The Truck and Tractor Day is October 12th. The City is being awarded \$80 million to establish no fly zones over Lakewood businesses located in danger zones near the base. The new colonial plaza is also open.

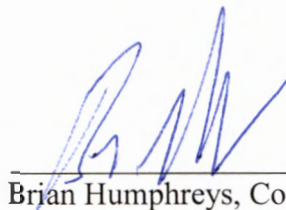
Andie Gernon shared the 50th anniversary event for Community Health Care event is happening at the Hotel Murano in Tacoma on October 30th. The City of Lakewood is going to receive an award at the event.


Ellie Wilson shared Communities in Schools is having a fundraiser on October 9th.

ADJOURN

Ellie Wilson adjourned the meeting at 8:36 am.

 11-7-19
Dr. Joyce Loveday, Vice-Chair Date


Brian Humphreys, Coordinator Date

	<p>LAKEWOOD'S PROMISE ADVISORY BOARD Thursday, November 7, 2019 American Lake Conference Room Lakewood City Hall Lakewood, WA 98499 7:30 am – 8:30 am</p>
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CALL TO ORDER

Dr. Joyce Loveday called the meeting to order at 7:31 am.

ATTENDANCE

Promise Advisory Members Present: Elise Bodell, Andie Gernon, Wanda Elder, Dr. Michele Johnson, Leanna Christian, Ron Banner, Beverly Howe, Dr. Joyce Loveday

City Council Liaison: Mary Moss

Staff Present: Brian Humphreys

Youth Council Liaison: Abel Alvarado

PUBLIC COMMENT

NONE

APPROVAL OF MINUTES

Andie Gernon moved to approve the October 3rd, 2019 Promise Board minutes as written. Wanda Elder seconded the motion. The motion was unanimously approved.

NEW BUSINESS

Members who attended the joint session with the City Council discussed the feedback they received. The Council is interested in finding more ways to distribute the What's UP newsletter, wants to figure out how to tell the story of what the city is doing more, and is interested in the results of the community survey and what it means for 2020.

Brian Humphreys shared that the community needs survey is closed. He has almost 350 responses from the community and will spend much of December writing a report based on the results.

Members reviewed a draft work plan for 2020. The main areas of emphasis will be supporting the 2nd annual Youth Summit, finding digital distribution mechanisms and relationships for the newsletter, and forming and executing collaborative plans to address workforce development for low income families and youth mental health. Ron Banner shared the "Assets vs. Resources" model and chart for addressing youth mental health. Dr. Michele Johnson and Dr. Joyce Loveday shared the work the colleges are doing to engage with communities and low income families, and how that work might be

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: January 21, 2020	TITLE: Amending Chapter 8.76 of the Lakewood Municipal Code relating to parks, rights of way and city property.	TYPE OF ACTION: — ORDINANCE NO. 728 — RESOLUTION NO. — MOTION NO. — OTHER
REVIEW: January 13, 2020	ATTACHMENTS: Draft Ordinance	

SUBMITTED BY: Heidi Ann Wachter, City Attorney

RECOMMENDATION: It is recommended that the City Council amend Chapter 8.76 of the Lakewood Municipal Code relating to structures in parks, rights of way and city property.

DISCUSSION: The City of Lakewood, primarily through the Parks, Recreation and Community Services Department, preserves and maintains over 600 acres of parkland, open spaces, public buildings and areas to enhance the beauty and positive image of Lakewood. The City has additionally invested resources and effort into enhancing the City's appearance and image through work in the City's rights of way and city property. The result of this effort is a positive impression for citizens a visitors when they travel throughout the city.

The City is able to achieve a high standard of appearance and operation in these areas in a cost effective manner by establishing partnerships, ensuring that a comprehensive system of programs, facilities, and services are available to meet the needs of the community. The positive impression created by attractive well-maintained parks, rights-of-way and City property contributes to the vitality of Lakewood; encourages economic development, creates neighborhood identity and improves the quality of life for our citizens.

In addition to resources invested in parks, the City has dedicated resources to the overall appearance of the City through general maintenance and targeted programs. One example is the "Gateway" program which is specifically aimed at enhancing the City's first impression on visitors. Any ambiguity as to the availability of City parks, rights-of-way and other City property to support unauthorized temporary shelters risks the progress made by the City.

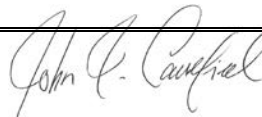
The recommendation is to adopt the proposed ordinance now while the City of Lakewood is not experiencing significant unauthorized structures. This should allow the City to address any influx of such structures immediately without waiting for the inevitable impact.

ALTERNATIVE(S): The City Council could choose to amend the Ordinance or not adopt legislation at this time.

FISCAL IMPACT: There is no fiscal impact associated with this Ordinance.

Heidi Ann Wachter

Prepared by


City Manager Review

ORDINANCE NO. 728

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Chapter 8.76 of the Lakewood Municipal Code relating to structures relating to parks, rights of way and city property.

WHEREAS, the City of Lakewood has a variety of parks enjoyed by its citizens and many visitors; and

WHEREAS, the City has allocated resources and effort to improving the condition and appearance of its rights of way and other city property, particularly, though not exclusively, at city entrances and along major city corridors; and

WHEREAS, the condition of parks impact the use and enjoyment of parks; and

WHEREAS, the condition and appearance of city rights of way and property establishes the image citizens and visitors have of the City; and

WHEREAS, the appearance and image of the city serves as a foundation for economic development for the City; and

WHEREAS, the City is responsible for the condition and upkeep of parks, rights of way and city property, including grounds and structures within city property; and

WHEREAS, there is increasing construction of tents and other shelters in the region which distract from the appearance and allowed use of parks, rights of way and other city property; and

WHEREAS, regulation of such structures in order to ensure health and safety is beyond the resources of the City and the purpose of its parks, rights of way and city property; and

WHEREAS, it is within the authority of the City to restrict park, right of way and city property use to activity compatible with those areas;

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

Section 1. That Section 8.76.290 of the Lakewood Municipal Code is amended to read as follows:

8.76.290 ~~Tents and shelters on beaches.~~ Structures in parks or on city property.

~~No person shall erect, maintain, use or occupy a temporary tent or shelter on any swimming beach and/or in any park area unless there is an unobstructed view through such tent or shelter~~

~~from at least two sides; provided, however, that nothing in this section shall be construed to authorize overnight camping.~~

~~Tents in excess of 400 square feet shall not be erected, operated or maintained for any purpose within the boundaries of a City park facility without a City special use permit. A permit is also required from the local Fire District. [Ord. 579 § 10, 2014; Ord. 420 § 1, 2006; Ord. 126 § 1, 1997.]~~

A. It is unlawful to camp, erect, install or set tents or other shelters overnight or place any structure within a park, city right of way or on city property, except as provided herein.

B. "Structure" means any structure or shelter, including but not limited to any temporary makeshift dwelling units, lean-tos, shacks and/or trailers, comprised of tree branches, wood, cardboard, plastic, metal, nylon, tarp or any other materials.

C. This section shall not apply to:

1. Any structure erected installed or placed within a park, right of way or city property by the owner or operator of the park or as expressly authorized by special use permitted by the city.

2. A temporary structure that has only a roof and no walls.

Section 2. Severability. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

Section 3. Effective Date. That this Ordinance shall be in full force and effect thirty (30) days after publication of the Ordinance Summary.

ADOPTED by the City Council this 21st day of January, 2020.

CITY OF LAKEWOOD

Attest:

Don Anderson, Mayor

Briana Schumacher, City Clerk

Approved as to Form:

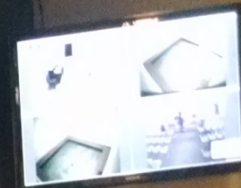
Heidi Ann Wachter, City Attorney

MUNICIPAL COURT

Serving

LAKEWOOD
UNIVERSITY PLACE
STEILACOOM
DUPONT

EXIT



LAKEWOOD
UNIVERSITY PLACE
STEILACOOM
DUPONT

Municipal Court Update

Presented by Judge Susan Adams
January 21, 2020

Municipal Court Jurisdiction

- ❖ Misdemeanors

- ❖ 90 days in jail
- ❖ \$1,000 fine

- ❖ Gross Misdemeanors

- ❖ 364 days in jail
- ❖ \$5,000 fine

- ❖ Infractions

- ❖ Land use code violations
- ❖ Animal code violations
- ❖ Parking Violations
- ❖ Photo infractions

Criminal

Civil

Types of Crimes

- ▶ Domestic Violence
 - Assault in the Fourth Degree
 - Malicious Mischief
 - Violation of a No Contact/Protection Order
 - Harassment
 - Strangulation
 - Interfering with reporting of DV to 911
 - Exposing Minor Child to DV

Types of Crimes (Cont'd)

▶ Traffic Crimes

- DUI/Physical Control
- Driving While License Suspended (1st, 2nd and 3rd degree)
- Reckless Driving/Racing
- Negligent Driving

Types of Crimes (Cont'd)

- ▶ Quality of Life/Property Crimes
 - Theft in the Third Degree
 - Criminal Trespass (1st and 2nd degree)
 - Malicious Mischief in the Third Degree
 - Possession/Use of Drug Paraphernalia
 - Any misdemeanor or gross misdemeanor committed in the city limits of Lakewood, University Place, Steilacoom or DuPont

Civil Infractions

- Traffic Infractions –
 - Common moving violations: Speeding, Use of Personal Device While Driving, Failure to Yield or Stop at Red light, Inattentive Driving
 - Common non-moving violations: Driving without liability insurance, Driving with expired registration, Driving without a valid license
- Parking Infractions
- Photo Enforcement Infractions

Civil Infractions (Cont'd)

- Animal Control
 - Vicious Dogs
 - Dogs at Large
 - License Violations
- Code Compliance
 - Property Maintenance violations
 - Improper Storage/disabled vehicles
 - Rental Housing Safety violations

Judicial Time and Resources

- ▶ In the Courtroom, most judicial time is spent on criminal cases
 - Infractions typically require one hearing
 - Criminal matters require multiple hearings
 - Arraignment
 - Pre-trial
 - Motions
 - Readiness
 - Trial
 - Review/Violation Hearings

Judicial Time (Cont'd)

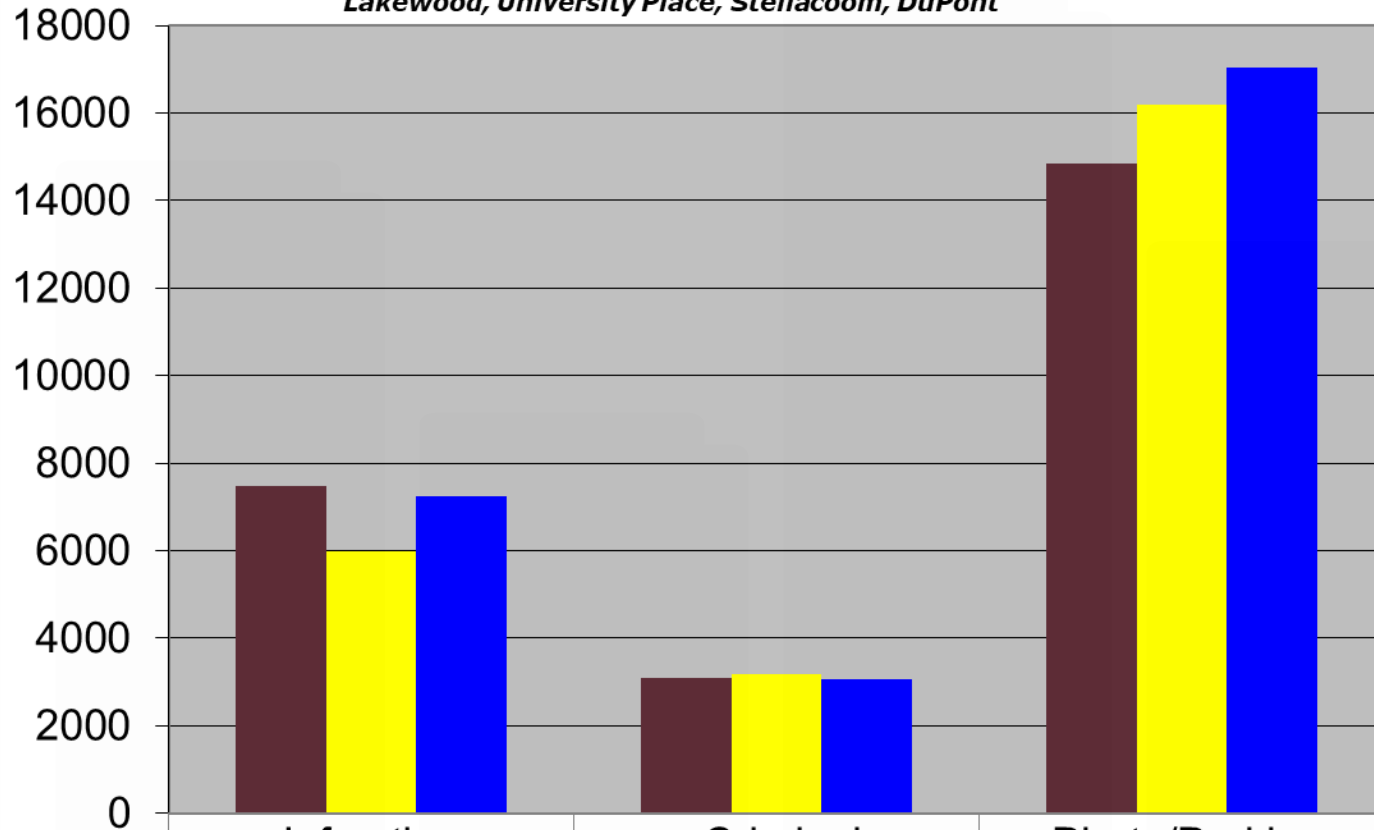
- ▶ Outside the Courtroom
 - Administrative duties
 - Preparation for upcoming hearings
 - Review and ruling on written correspondence related to civil infractions
 - Staying current with case law and statutory revisions
 - Participation in DMCJA committees

2019 Case Filings – 27,332

MUNICIPAL COURT						
2019						
Case Filings						
	LAKESIDE	UNIVERSITY	STEILACOOM	DUPONT		
		PLACE				
CRIMINAL	2,481	302	188	79		
INFRACTION	5,649	405	743	456		
PARKING/PHOTO	16,673	14	179	163		
TOTAL	24,803	721	1,110	698		

Municipal Court Filings

Lakewood, University Place, Steilacoom, DuPont



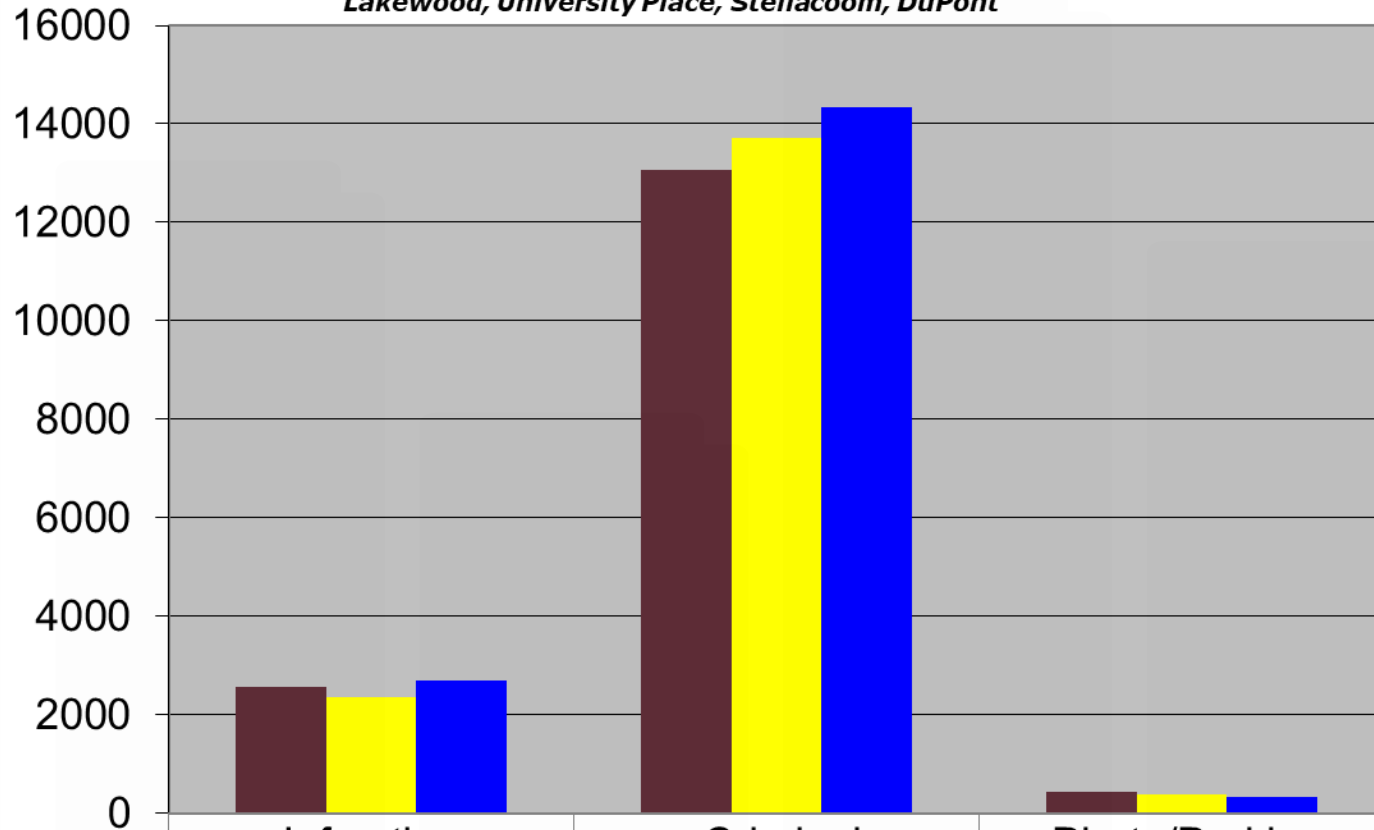
■ 2017	7484	3097	14839
■ 2018	5998	3187	16176
■ 2019	7253	3050	17029

2019 Hearings – 17,354

MUNICIPAL COURT						
2019						
Hearings						
	LAKEWOOD	UNIVERSITY	STEILACOOM	DUPONT		
		PLACE				
CRIMINAL	11,598	1,655	596	497		
INFRACTION	2,068	191	288	140		
PARKING/PHOTO	300	3	13	5		
TOTAL	13,966	1,849	897	642		

Municipal Court Hearings

Lakewood, University Place, Steilacoom, DuPont



■ 2017	2558	13055	421
■ 2018	2353	13724	372
■ 2019	2687	14346	321

2019 Achievements

- ❖ Implementation of Federal Grant to Enhance Veterans Court
- ❖ Conversion of Collection Accounts to Dynamic
- ❖ Continued work to streamline Court practices for increased efficiency
- ❖ Work at State Level as part of DMCJA Therapeutic Courts Committee
- ❖ Invited to join The Honorable Robert J. Bryan Chapter of American Inns of Court

VETERANS TREATMENT COURT

*Serving
Lakewood, University Place, Steilacoom and
DuPont*

"The mission of the Veterans Treatment Court (Vet Court) is to work collaboratively with community partners and resources to create safer communities and reduce recidivism by helping Veterans reintegrate back into our community more effectively by connecting them with the services they have earned."



Lakewood Veterans Court Update

- ❖ 9 participants currently in Vet Court (more pending entry)
- ❖ 9 graduates to date
- ❖ Vet Court Forum



Looking ahead – 2020 and beyond


- ❖ Continued Expansion/Enhancement of Veterans Court
- ❖ Exploring Expansion of Therapeutic Court Model – Community or Mental Health Court
- ❖ Exploring Options for a Relicensing Program

Judge Susan Adams
(253) 983-7747
sadams@cityoflakewood.us



To: Mayor and City Councilmembers

From: Paul A. Bucich, Public Works Engineering Director
Troy Pokswinski, Civil Engineer

Through: John Caulfield, City Manager 

Subject: Washington Blvd. /Gravelly Lake Dr. Design project

Date: January 21, 2020

The purpose of this memo is to provide Council an update on the schedule and budget for the Washington Boulevard and Gravelly Lake Drive projects. In late 2019, the federal government passed the \$1.4T funding package that included funding of \$50M for the Defense Community Infrastructure Program (DCIP). The City of Lakewood has been a strong leader in the development of this program and building support within the defense community for funding it. With this funding established, we expect to see a call for grant applications in June or July of 2020. We understand that a foundational provision of this grant is that applications are to be "shovel ready".

The City of Lakewood has been promoting our need for the Washington Boulevard corridor improvements from the North Fort entrance off of Edgewood Drive to and along Washington Boulevard to Gravelly Lake Drive intersection. After internal discussions, we have determined that the combination of the Washington Boulevard project with the Gravelly Lake Drive project planned for design in 2020 and construction in 2021 would be an attractive project for submittal under the DCIP grant program. The Gravelly Lake project is fully funded and will increase our matching fund percentage for the DCIP application, an important feature for the grant. In addition, we believe that including the connector road of Vernon between Washington Boulevard and the soon to be constructed Veterans Drive is a further enhancement to the grant as it provides an improved route to the VA Hospital for veterans living in Lakewood or in Dupont/Steilacoom.

With this large project, the City will reconstruct the corridor of North Gate Road, Edgewood Avenue, and Washington Boulevard between the western City Limit and Gravelly Lake Drive. Gravelly Lake Drive between Nyanza Road and Washington Boulevard will be reconstructed per the CIP plan with the potential to include round-a-bouts at Veterans and Nyanza. Finally, curb, gutter, and sidewalk will be added to Vernon Avenue between Veterans Drive and Washington Boulevard. The use of round-a-bouts at Washington Boulevard and Veterans Drive has been evaluated in a proof-of-concept assessment and both will work. Nyanza has sufficient room and is almost a perfect fit for a three leg round-a-bout. Elimination of these major traffic signal intersections will significantly improve traffic flow.

A federal call for grants is anticipated for June 30, 2020. We anticipate submitting for a construction phase in the amount of \$12M with the remainder funded by the City from already identified funding. In order to present a competitive application for the grant, the project design will need to be completed prior to submission of the application. It is anticipated that the grant funds will be obligated no later than the end of the federal fiscal year 2020 (September 30, 2020).

In an effort to complete the project design in the necessary timeline for a successful grant application, the City will require assistance from a civil design consultant. The City has selected the design team of Parametrix and BCRA after evaluations of qualifications and an interview process. A scope and fee budget of \$1,937,728.00 has been submitted by Parametrix/BCRA to complete the design and assist with the development of the grant application. As the grant parameters have yet to be developed, we have held off on funding the final package preparation (Ad ready plans and specs) as this may be able to be covered by the grant. The project funding requested will cover this final work, it is just not in the consultant contract at this time. This would be handled with a supplemental contract as the project nears the design completion, likely in May 2020.

If the City is not selected for the grant funding, the City could separate a portion of the design package and construct the Gravelly Lake section of the project utilizing the General Obligation Bond funds available.

KEY DESIGN ELEMENTS WILL INCLUDE:

- removal of existing pavement and complete roadway reconstruction on each road
- complete storm water conveyance and treatment system
- 12 foot lane in each direction
- 5 foot wide bicycle lane on both sides of the street (Gravelly will have a 10 foot shared use path on the lake side as was completed on the previous phase)
- 6 foot wide sidewalk on both sides of the road
- LED street lighting throughout the corridor
- Planters and/or center planted medians per future council discussion on Washington Boulevard
- Up to 10 new roundabouts
- replacement of individual mail boxes to cluster type mailboxes where appropriate

SCHEDULE

- Following authorization from Council and execution of a contract, the design team would commence work on February 3, 2020.
- On March 9, the project team will present preliminary design components for the corridor at the Council Study Session and will ask for Council confirmation of the typical section and intersection treatments.
- Consultant shall submit 90% design on June 30, 2020 in preparation for federal grant application.

BUDGET

Attached is the estimated costs and available budget for the project.

The costs shown are based on a preliminary level and therefor include a 20% construction contingency. As design progresses through final design, this contingency will decrease. The current value of the 20% construction contingency for the entire project is \$2,660,000.

Washington Blvd. & Gravelly Lake Drive Combined Project		
Design		
Parametrix Contract (complete project design)		\$1,937,728
Staff Time		\$62,272
ROW Costs		\$60,000
	Subtotal	\$2,060,000
Construction		
Construction contract		\$13,300,000
20% Contingency		\$2,660,000
	Subtotal	\$15,960,000
Construction Management		
Staff Time and Parametrix construction support		\$230,000
	Total *	\$18,250,000
*Includes 20% Contingency of \$2,660,000		

Funding Source	
Gravelly Lake Drive Project (2019-2021)	
General Obligation Bond Proceeds	\$3,580,600
Storm Water Management	\$690,000
TBD \$20 Vehicle License Fee (now unfunded)	\$327,400
	\$4,598,000
Washington Blvd. Project (2019-2023)	
General Obligation Bond Proceeds	\$2,184,370
General Fund	\$331,400
REET	\$138,000
Storm Water Management	\$322,000
Unfunded (DCIP/DCCA)	\$10,676,230
	\$13,652,000
Total	\$18,250,000