



LAKEWOOD CITY COUNCIL AGENDA

Monday, October 17, 2022

7:00 P.M.

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

Residents can virtually attend City Council meetings by watching them live on the city's YouTube channel: <https://www.youtube.com/user/cityoflakewoodwa>

Those who do not have access to YouTube can participate via Zoom by either visiting <https://us02web.zoom.us/j/86872632373> or calling by telephone: Dial +1(253) 215- 8782 and enter participant ID: 868 7263 2373.

Virtual Comments: If you would like to provide virtual Public Comments or Testimony on Public Hearings during the meeting, you will need to join the Zoom meeting as an attendee by calling by telephone Dial +1(253) 215- 8782 and enter participant ID: 868 7263 2373 or visiting <https://us02web.zoom.us/j/86872632373>.

By Phone: For those participating by calling in by telephone (+1(253) 215- 8782 and enter participant ID: 868 7263 2373), to use the "Raise Hand" feature press *9 on your phone, to be called upon by the Mayor during the Public Comments or Public Hearings portion of the agenda. Your name or the last three digits of your phone number will be called out when it is your turn to speak. When using your phone to call in you may need to press *6 to unmute yourself. When you are unmuted please provide your name and city of residence. Each speaker will be allowed (3) three minutes to speak during the Public Comment and at each Public Hearing.

By ZOOM: For those using the ZOOM link (<https://us02web.zoom.us/j/86872632373>), upon entering the meeting, please enter your name or other chosen identifier. Use the "Raise Hand" feature to be called upon by the Mayor during the Public Comments or Public Hearings portion of the agenda. When you are unmuted please provide your name and city of residence. Each speaker will be allowed (3) three minutes to speak.

Outside of Public Comments and Public Hearings, all attendees on ZOOM will continue to have the ability to virtually raise your hand for the duration of the meeting. You will not be acknowledged and your microphone will remain muted except for when you are called upon.

Page No.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS AND PRESENTATIONS

- (5) 1. Proclamation recognizing Disability Employment Awareness month.

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.

PUBLIC COMMENTS**C O N S E N T A G E N D A**

- (6) A. Approval of the minutes of the City Council study session of September 26, 2022.
- (9) B. Approval of the minutes of the City Council meeting of October 3, 2022.
- (14) C. Motion No. 2022-79
- Authorizing the execution of an agreement with the Department of Commerce to implement the City Energy and Climate Change Comprehensive Plan Chapter.
- (27) D. Motion No. 2022-80
- Authorizing the execution of an agreement with the Department of Commerce to develop Middle Housing Policies and Regulations.
- (42) E. Motion No. 2022-81
- Authorizing the execution of an agreement with Abeyta & Associates., in the amount of \$304,238.70, for right-of-way acquisition services related to the Steilacoom Boulevard SW; 87th to Weller project.
- (91) F. Motion No. 2022-82
- Authorizing the increase in contract authorization for the construction of the Phillips Road SW Sidewalk Project.
- (92) G. Motion No. 2022-83
- Accepting the Edward Byrne Memorial Justice Assistance Grant, in the amount of \$41,000, for ballistic helmets and rifle plates.
- (93) H. Motion No. 2022-84
- Reappointing Jarnail Singh to serve on the Lodging Tax Advisory Committee through December 31, 2025.

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.

(96) I. Motion No. 2022-85

Reappointing Susan Warner to serve on the Lakewood Arts Commission through October 15, 2025.

(99) J. Motion No. 2022-86

Appointing Denise Nicole Franklin to serve on the Community Services Advisory Board through December 15, 2026.

(102) K. Items filed in the Office of the City Clerk:

1. Arts Commission meeting minutes of March 7, 2022.
2. Parks and Recreation Advisory Board meeting minutes of March 22, 2022.
3. Arts Commission meeting minutes of April 4, 2022.
4. Parks and Recreation Advisory Board meeting minutes of April 26, 2022.
5. Arts Commission meeting minutes of May 2, 2022.
6. Parks and Recreation Advisory Board meeting minutes of May 24, 2022.
7. Arts Commission meeting minutes of June 6, 2022.
8. Community Services Advisory Board meeting minutes of July 13, 2022.
9. Arts Commission meeting minutes of August 1, 2022.
10. Lakewood Promise Advisory Board meeting minutes of September 1, 2022.
11. Arts Commission meeting minutes of September 12, 2022.
12. Planning Commission meeting minutes of September 21, 2022.

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

ORDINANCE

(128) Ordinance No. 775

Amending the Lakewood Critical Areas Regulations located in Lakewood Municipal Code Title 14, LMC Chapter 2.48, and LMC Sections 18A.60.030-.070, 18A.60.110, 18A.70.140, 18A.70.300-350, 18A.80.060, 18B.200.230, 18B.600, 18B.700.720, 18C.200.230, 18C.600, and 18C.700.720 related to the Tree Preservation Code.

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.

(159) Ordinance No. 776

Adopting a three-year Energy and Climate Change Work Plan.

UNFINISHED BUSINESS

NEW BUSINESS

REPORTS BY THE CITY MANAGER

(186) Clover Creek Engineering Alternatives Evaluation Update.

(187) Prosecution Services Update.

CITY COUNCIL COMMENTS

ADJOURNMENT

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.

CITY OF LAKEWOOD



PROCLAMATION

WHEREAS, October 2022 marks the 77th anniversary of National Disability Employment Awareness month; and

WHEREAS, the theme of this year's month is "Disability: Part of the Equity Equation" and is celebrated to recognize the vital role people with disabilities play in making the nation's workforce diverse and inclusive; and

WHEREAS, workplaces welcoming of the talents of all people, including those of all abilities, are a critical part of our efforts to build an inclusive community and strong economy in Lakewood; and

WHEREAS, studies have found that Americans with disabilities are especially productive and motivated workers — but they have a harder time getting jobs, promotions, and fair pay and are three times less likely than others to be employed and often earn sub-minimum wages for their work; and

WHEREAS, during this month we reinforce the value and talent people of all abilities add to our workplaces and communities and the City of Lakewood affirms its commitment to developing and maintaining an inclusive organization that increases access and opportunities to all internally for city employees and externally for residents; and

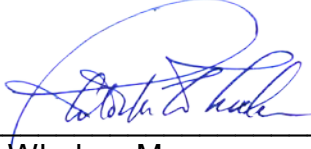
WHEREAS, the City of Lakewood celebrates the many and varied contributions of people of all abilities.

NOW, THEREFORE, BE IT RESOLVED, that the Lakewood City Council hereby recognizes and commemorates the 77th anniversary of

DISABILITY EMPLOYMENT AWARENESS MONTH

in the City of Lakewood and calls upon employers, schools, and other community organizations to recommit to promoting equal opportunity for people of all abilities by continuing to advance equitable recruitment, hiring and retention practices and pursue goals of opportunity, full participation, self-sufficiency and independent living for people with disabilities in our community.

PROCLAIMED this 17th day of October, 2022.



Jason Whalen, Mayor



LAKEWOOD CITY COUNCIL STUDY SESSION MINUTES

Monday, September 26, 2022

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

<https://www.youtube.com/user/cityoflakewoodwa>

Telephone via Zoom: +1(253) 215- 8782

Participant ID: 868 7263 2373

CALL TO ORDER

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

ROLL CALL

Councilmembers Present: 7 – Mayor Whalen, Deputy Mayor Mary Moss, Councilmembers Mike Brandstetter, Don Anderson, Patti Belle, Linda Farmer and Paul Bocchi.

Landmarks and Heritage Advisory Board Members Present: 5 – Glen Spieth, Joan Cooley, Beth Campbell, Mark Hayes, Christina Manetti.

ITEMS FOR DISCUSSION:

Tree Preservation Code Update.

Planning Manager Courtney Brunell was joined by Lisa Grueter, Berk Consulting, and Chris Pfeiffer, PlanIT GEO. Brunell shared that it is recommended that instead of including a list of trees for replacement based on carbon sequestration, the i-tree code will be referenced. Lisa Grueter reviewed the reasonable use exception definition and Chris Pfeiffer reviewed the critical root zone definition and limitations.

Brunell reviewed the definition of malicious cutting, the utility tree replacement exemption and the post planting tree maintenance standards. Grueter highlighted the tree permit costs and the Urban Forestry Program. Brunell then reviewed four scenarios comparing the current code versus the proposed code. Discussion ensued.

Brunell then highlighted twelve key policy issues and the City Council discussed and provided direction to set a 40% tree canopy goal, decrease to a 10,000 square foot residential lot exemption, provide no exemptions for industrially zoned properties and to follow the Planning Commission recommendation for the tree permitting process. They reviewed the significant tree definition for Garry Oaks, recommend implementation of a Historical/Heritage Tree Program and to follow the Planning Commission recommendation for tree removal on developed single family properties as well as for the replacement ratio for significant trees, city tree fund fees, fines and incentives. Discussion ensued.

The City Council will continue discussion of key policy issue #4 related to Utility Easements and Rights of Ways at their next meeting.

Joint Landmarks and Heritage Advisory Meeting.

Landmarks and Heritage Advisory Board (LHAB) members introduced themselves. Chair Spieth highlighted LHAB's work plan and accomplishments. Discussion ensued.

Tacoma Public Utilities Proposed Rate Adjustment Presentation.

LaTasha Wortham, Regional Relations Manager, was joined Michelle Brown, Analyst, Tacoma Power and Andrew Zaremba, Utilities Economist, Tacoma Water. Wortham shared that the proposed average rate adjustment is 3.9% for all customers. She then highlighted energy efficient programs and bill credit assistance programs available for seniors and those who are income qualified. She shared the Tacoma Public Utility Board will hold a public hearing on the proposed rate adjustment on September 28th at 6:30 p.m. Discussion ensued.

Nisqually Tribe Partnership Update.

Parks, Recreation and Community Services Director Dodsworth shared that the City and Nisqually Tribe have been engaged in a collaborative partnership to develop a project at Fort Steilacoom Park. She shared that the first component will be a kiosk at the plaza area at Angle Lane, which includes benches for seating with artwork with tribal symbols, the second component will be to utilize markers along the Nisqually Trail Loop and the third will be a sculpture at the Chief Leschi Trailhead. The estimated cost is \$300,000 of which \$200,000 will be a State Capital Budget request. Discussion ensued.

Review of City Council Rules of Procedure.

Heidi Wachter City Attorney shared that due to recent changes in state law its is recommended that virtual access to public meetings continue. Discussion ensued.

ITEMS TENTATIVELY SCHEDULED FOR THE OCTOBER 3, 2022 REGULAR CITY COUNCIL MEETING:

1. Proclamation recognizing October as Domestic Violence Awareness month.
– *Samantha Johnson, City Prosecutor*
2. Youth Council Report.
3. Clover Park School District Report.
4. Appointing a Youth Council Representative to the Lakewood's Promise Advisory Board. – (Motion – Consent Agenda)
5. Approving a partnership agreement with the Nisqually Indian Tribe. – (Motion – Consent Agenda)

6. Authorizing the execution of an amendment to the agreement with Olson Bros Pro-Vac for vactor cleaning services. – (Motion – Consent Agenda)
7. Amending the Critical Areas Ordinance, Title 14, and Chapters 2.48, 18A.70.300-350, 18A.80.060, 18B.600, 18C.600, 18A.60.110, 18B.200.230, 18C.200.230, 18B.700.720, 18C.700.720, 18A.70.140, 18A.60.030-070, related to the Tree Preservation Code. – (Ordinance – Regular Agenda)
8. Presentation of the 2023-2024 Proposed Biennial Budget. – (Reports by the City Manager)

REPORTS BY THE CITY MANAGER

City Manager Caulfield announced the following upcoming events:

- September 28, 4:30 P.M., Pierce College Fort Steilacoom Glacier Building Grand Opening of the Veterinary Technology and Dental Hygiene Programs
- September 30, 6:00 P.M., 2-2 Stryker Brigade Combat Team Community Connector Event, Tacoma Country & Golf Club

CITY COUNCIL COMMENTS

Councilmember Belle shared that she attended the Catapult Grand Opening event last week.

Councilmember Farmer shared that she attended the last Farmers Market.

Councilmember Anderson shared that when he returned to the boat launch last week the pier was occupied by fisherman.

Deputy Mayor Moss shared that she will be attending the 2/2 Stryker Brigade Combat Team event and she will be inducted into the Honorary Commanders Program.

Mayor Whalen shared that he chaired the Lodging Tax Advisory Committee meeting and attended the Catapult Adventure Ribbon Cutting ceremony. He spoke about community contacts he made when participating in a Ride Along with Police Officer Cockle last weekend and shared that he will be attending the 2/2 Stryker Brigade Combat Team Community Connector event.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:29 p.m.

ATTEST:

JASON WHALEN, MAYOR

BRIANA SCHUMACHER
CITY CLERK



LAKEWOOD CITY COUNCIL MINUTES

Monday October 3, 2022

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

<https://www.youtube.com/user/cityoflakewoodwa>

Telephone via Zoom: +1(253) 215-8782

Participant ID: 868 7263 2373

CALL TO ORDER

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

ROLL CALL

Councilmembers Present: 7 – Mayor Jason Whalen, Deputy Mayor Mary Moss, Councilmembers Mike Brandstetter, Patti Belle, Don Anderson, Linda Farmer and Paul Bocchi.

PLEDGE OF ALLEGIANCE

Mayor Whalen paused for a moment of silence and led the Pledge of Allegiance.

PROCLAMATIONS AND PRESENTATIONS

Proclamation recognizing October as Domestic Violence Awareness month.

COUNCILMEMBER BELLE PRESENTED A PROCLAMATION RECOGNIZING OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH TO SAMANTHA JOHNSON, CITY PROSECUTOR AND ASHLEY SANTIAGO FERNANDEZ, DOMESTIC VIOLENCE OFFICE ASSISTANT.

Youth Council Report.

Youth Councilmember Hank Jones introduced Youth Councilmembers Angel Ramirez and Kaitlyn Miller. Jones shared that there were 23 students at this evenings Youth Council meeting and they received a presentation from YMCA about an upcoming Youth Fair. Ramirez shared that students assigned members as Youth Council liaisons to participate on City Boards, Committee and Commissions. Miller shared that students are working on a new project where they will hold Town Halls to have conversations related to issues that are important to youth. Discussion ensued.

Clover Park School District Report.

Clover Park School District (CPSD) Boardmember Anthony Veliz reported that the 2022-2023 school year began with 12,000 enrolled students. He shared that the CPSD Board is continuing to work on the Redistricting Plan, a public hearing on the option 3 draft plan will be held on October 10th. He then shared that impact aid surveys are available electronically between October 4th and October 28th, in October CPSD will celebrate National Principals month and the CPSD Board approved agreements with three unions.

He then shared that applications are available for a program called Golden Clover which provides senior citizens access to school events with no admission charge and CPSD is hiring for several vacant employment positions. The next CPSD Board meetings will be held on October 10th at 6 p.m. and October 24th at 5:30 p.m., late starts continue on Wednesdays, October 5, 12th and 19th and there will be no school on October 10th.

PUBLIC COMMENTS

The City Council received written comments in advance of the meeting from Casey Crook and Tichomir Dunlop.

Speaking before Council were:

Glen Speith, Lakewood resident, spoke about traffic from all directions impacting his ability to access his driveway, vehicle racing, collisions and garbage being dumped on his property.

James Dunlop, Lakewood resident, spoke about encouraging people to be interested in local government and in support of maintaining zoom public comments.

Christina Manetti, Lakewood resident, spoke about comments at the September 19th City Council meeting related to no longer allowing virtual public comments and requested that City Council does not eliminate virtual public comments.

Amelia Escobedo, Lakewood resident, spoke about an email she sent related to Thin Blue Lines logos being allowed on city vehicles and diversity in the Police Department. Escobedo spoke about the Open Doors program and in support of change.

Christopher Escobedo, Lakewood resident, spoke about the Panther Party giving back to the community, institutional racism and the lack of a recreation center for the kids and families.

Addo Aequitas, Lakewood resident, spoke in support of continuing to allow virtual public comments, doing what is right for the community and being here for the people.

Licentia Immortalis, Lakewood resident, spoke about silencing the people by eliminating virtual public comments, dismissing clean air and water concerns and taking responsibility.

Courtney Love, Washington State Lived Experience Coalition, spoke in support of continuing to allow virtual public comments.

Bunchy Carter, Lakewood resident, spoke about vigilantes, people feeling uneasy when the police show up and empowering the people.

Dennis Haugen, Sioux Falls, spoke about illegal immigration, sanctuary states and the education system.

Pepper Lisowski, Los Angeles, spoke in support of allowing virtual public comments and addressing climate change.

Aja Fulani, Black Panther Party, spoke about vigilantism, citizens filling gaps to remedy how the system is failing people and in support of listening to constituents.

Docere Pharmakis, Panther Party, spoke in support of allowing virtual public comments, vigilantism and acknowledging the will of the people.

Tichomir Dunlop, Lakewood resident, spoke in support of continuing to allow virtual and out of state public comments.

General Ovunaya X, spoke about allowing the children to have a voice and vigilantism.

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

- A. Approval of the minutes of the City Council meeting of September 19, 2022.
- B. Approval of claims vouchers, in the amount of \$3,107,840.32, for the period of August 20, 2022 through September 15, 2022.
- C. Approval of payroll checks, in the amount of \$2,703,386.15, for the period of August 16, 2022 through September 15, 2022.

D. Motion No. 2022-74

Authorizing the execution of an interagency agreement with the Washington Traffic Safety Commission for the Phlebotomy Program.

E. Motion No. 2022-75

Authorizing the execution of an amendment to the agreement with Olson Bros Pro-Vac for vector cleaning services.

F. Motion No. 2022-76

Approving the Nisqually Tribe Partnership Project.

G. Motion No. 2022-77

Appointing Hank Jones as the Youth Council Representative to the Lakewood's Promise Advisory Board.

H. Motion No. 2022-78

Appointing Youth Councilmembers for the 2022-2023 school year.

I. Items filed in the Office of the City Clerk:

- 1. Planning Commission meeting minutes of July 20, 2022.
- 2. Landmarks and Heritage Advisory Board meeting minutes of August 25, 2022.

COUNCILMEMBER FARMER MOVED TO ADOPT THE CONSENT AGENDA. SECONDED BY COUNCILMEMBER BELLE. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

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

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

REPORTS BY THE CITY MANAGER

Presentation of the 2023-2024 Proposed Biennial Budget.

City Manager Caulfield provided a high-level overview of the 2023-2024 Proposed Biennial Budget. He reported that the proposed budget totals \$122 Million in 2023 and \$109 Million in 2024. He shared that the budget serves as a policy document, a financial plan, a communication and operation guide and reflects the goals, programs, and service priorities of the City.

He highlighted personnel changes to increase service levels and opportunities for advancement and investments in the City Council goal areas of economic development, public safety, fiscal responsibility, transparency and robust community. He shared that the City Council will review the department budget presentations on October 5th and October 12th at 6:00 p.m. followed by a public hearing on November 7th.

City Manager Caulfield shared that a third member of the Behavioral Health Contact Team has been hired and will start on November 7th and the Public Works Engineering Department is launching a community survey to gather input on the Non-motorized Transportation Plan.

He then announced the following upcoming event:

- October 8, 12:00 P.M., Truck and Tractor Day, Fort Steilacoom Park

CITY COUNCIL COMMENTS

Councilmember Bocchi shared that he attended the Pierce College Glacier Building grand opening and the 2/2 Stryker Brigade Combat Team Community Connector event. He shared that the Pierce County Regional Council meeting will be held on October 12th at 11 a.m.

Councilmember Farmer shared that she attended the 2/2 Stryker Brigade Community Connector event and shared she will be unable to provide Council Remarks at the CPSD Board meeting on October 10th. She requested that the City Council consider naming the Plaza on Motor Avenue, this item will come forward for City Council discussion at a future meeting.

Councilmember Brandstetter spoke about attending the 2/2 Stryker Brigade Community Connector event and supporting the unit during deployment. He spoke about establishing participation from students in the Open Doors program on Youth Council and significant weather events in the Southeast.

Councilmember Belle shared that she attended the 2/2 Stryker Brigade Community Connector event.

Councilmember Anderson shared that he attended the 2/2 Stryker Brigade Community Connector event and spoke about supporting families during deployment especially during the holidays. He spoke about looking into acquiring the rights to Old Settlers Cemetery and the scope of the RFP for a Veterans Homeless Shelter. He reported that he will be absent for the meetings of Wednesday, October 5th and Monday, October 10th.

Deputy Mayor Moss shared that she attended the Pierce College Glacier Building grand opening and the Clover Park Technical College Masonic Center grand opening. She also attended the 2/2 Stryker Brigade Community Connector event and the Honorary Commander Program event.

Mayor Whalen shared that he invited Bernard West, 2/2 Stryker Brigade as his guest at Lakewood Rotary on Friday. He reported that he will be absent for the meeting of Monday, October 10th and encouraged City Council attendance at the Pierce College Gala event on October 22nd.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:48 p.m.

JASON WHALEN, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: October 17, 2022	TITLE: A Motion Approving a Contract to Fund Work to Implement the City Energy & Climate Change Comprehensive Plan Chapter ATTACHMENTS: Draft Contract	TYPE OF ACTION: ___ORDINANCE NO. ___RESOLUTION NO. <u>X</u> MOTION NO. 2022-79 ___ OTHER
REVIEW:		

SUBMITTED BY: Tiffany Speir, Long Range & Strategic Planning Manager through Dave Bugher, Assistant City Manager for Development Services and John Caulfield, City Manager.

RECOMMENDATION: It is recommended that the City Council adopt this Motion.

DISCUSSION: As part of the 2020 Comprehensive Plan amendment cycle, the City Council adopted a new Energy & Climate Change Chapter. During 2021 and 2022, the Planning Commission and City Council have been developing an initial 3-year Work Plan.

In 2022, the City has been offered \$50,000 via a grant from the Department of Commerce to seek robust public input that will inform measures designed to reduce per capita greenhouse gas emissions, reduce per capita vehicle miles traveled, or increase climate change resilience in the City of Lakewood. The deadline for the work identified in the grant is June 30, 2023.

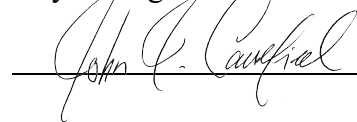
ALTERNATIVE(S): The Council could take no action on the Motion.

FISCAL IMPACT: The Motion would approve a contract providing the City \$50,000 for the effort to gather public input on climate change prevention, preparation and mitigation measures. The City match for the contract is in-kind staff time.

Prepared by
Tiffany Speir, Long Range & Strategic Planning Manager

Department Director
Dave Bugher

City Manager Review



Interagency Agreement with

City of Lakewood

through

Washington State Department of Commerce
Local Government Division
Growth Management Services

For

Early Implementation Climate Planning Grant

Start date: July 1, 2022

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Attachment A, Scope of Work

Attachment B, Budget

**Washington State Department of Commerce
Local Government Division
Growth Management Services
Early Implementation Climate Planning Grant**

1. Contractor City of Lakewood 6000 Main St SW Lakewood, WA 98499		2. Contractor Doing Business As (optional) n/a	
3. Contractor Representative Tiffany Speir Long Range & Strategic Planning Manager 253.983.7702 tspeir@cityoflakewood.us		4. COMMERCE Representative Sarah Fox Climate Program Manager (360) 725-3114 Sarah.fox@commerce.wa.gov	
5. Contract Amount \$50,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date July 1, 2022
8. End Date June 30, 2023			
9. Federal Funds (as applicable) n/a		Federal Agency: n/a	
CFDA Number n/a			
10. Tax ID # n/a	11. SWV # 0017611-00	12. UBI # 601-667-295	13. UEI # C8USBK5DLRF2
14. Contract Purpose Identification and launch of implementation of measures that reduce per capita GHG emissions, reduce per capita VMT, or increase resilience in the City of Lakewood that are informed by public engagement.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR _____ John Caulfield, City Manager _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.	

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$50,000 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number **23-63333-115**. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

5. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

8. FRAUD AND OTHER LOSS REPORTING

Contractor/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Steps/ Deliverables	Description	End Date
Action 1	Administration of Climate Change Grant	June 2023
Step 1.1	Monthly invoicing of work to Commerce	
Step 1.2	Monthly or quarterly status reports	
Deliverable 1	Regular invoices and status reports to Commerce	June 2023
Action 2	Incorporation of 2022 Public Engagement Plan recommendations from UW Evans School into Energy & Climate Change Chapter (ECCC) Implementation Plan Actions	Oct 2022
Step 2.1	Conduct inter-departmental discussion regarding ECCC Implementation	Oct 2022
Step 2.2	Complete ECCC Implementation Plan review by City Council	Oct 2022
Deliverable 2	ECCC Implementation Plan with Public Engagement Activities	Oct 2022
Action 3	Public Engagement Process for ECCC Implementation Plan	Mar 2023
Step 3.1	Establish schedule for public engagement (e.g., creating and convening an advisory committee meetings, developing and managing a project website, holding open houses and pop-up events, and briefing policymakers and the Planning Commission)	Oct 2022
Step 3.2	Conduct public engagement efforts	Feb 2023
Deliverable 3	Results of Public Engagement Plan Outreach	Mar 2023
Action 4	Review City ECCC Implementation Plan for any needed amendments based on Public Engagement Outreach results	May 2023
Step 4.1	Conduct comparative review of current Plan and determine what amendments may be needed to reflect public engagement	
Deliverable 4	Draft updated/reprioritized ECCC Implementation Plan	May 2023
Action 5	Incorporate updated ECCC Implementation Plan principles into 2024 Periodic Update	June 2023
Step 5.1	Identify any needed amendments to ECCC or its Implementation Plan based on public engagement	
Deliverable 5	Report demonstrating how results of public engagement will be included in 2024 Periodic Update	June 2023
Action 6	Provide utility and other City partners with information from ECCC and Public Engagement results to maximize effectiveness of securing public support for climate change measures	June 2023
Step 6.1	Engage in regular communications with partners prior to and during public engagement efforts to share best practices and results	
Step 6.2	Identify utility-specific and partner-specific feedback from the public engagement process	
Deliverable 6	Report demonstrating how results of public engagement have been/will be provided to utility and other City partners	June 2023

Budget

Grant Objective:	Commerce Funds
Deliverable 1. Regular invoices and status reports to Commerce	\$0
Deliverable 2. ECCC Implementation Plan with Public Engagement Activities	\$5,000
Deliverable 3. Step 3.2 & Results of Public Engagement Outreach	\$30,000
Deliverable 4. Draft updated/reprioritized ECCC Implementation Plan	\$5,000
Deliverable 5. Report demonstrating how results of public engagement will be included in 2024 Periodic Update	\$5,000
Deliverable 6. Report demonstrating how results of public engagement have been/will be provided to utility and other City partners	\$5,000
Total:	\$50,000

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:	TITLE: A Motion Approving a Contract to Fund Work to develop Middle Housing Policies and Regulations	TYPE OF ACTION: ___ORDINANCE NO. ___RESOLUTION NO. <u>X</u> MOTION NO. <u>2022-80</u> ___ OTHER
October 17, 2022	ATTACHMENTS: Draft Contract	
REVIEW:		

SUBMITTED BY: Tiffany Speir, Long Range & Strategic Planning Manager through Dave Bugher, Assistant City Manager for Development Services and John Caulfield, City Manager.

RECOMMENDATION: It is recommended that the City Council adopt this Motion.

DISCUSSION: The City has been offered \$110,000 via a grant from the Department of Commerce to evaluate the adoption of middle housing types on thirty percent (30%) or more of residential lots that, currently, only allow single family development. The deadline for the work identified in the grant is June 30, 2023 and the results would be incorporated into the 2024 Comprehensive Plan periodic review.

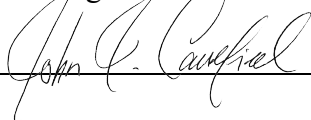
ALTERNATIVE(S): The Council could take no action on the Motion.

FISCAL IMPACT: The Motion would approve a contract providing the City \$110,000. The City match for the contract is in-kind staff time.

Prepared by
Tiffany Speir, Long Range & Strategic Planning
Manager

Department Director
Dave Bugher

City Manager Review



Attachment A

Interagency Agreement with

City of Lakewood

through

Growth Management Services

For

Middle Housing Grant

Start date:

Date of Execution

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Attachment A, Scope of Work

Attachment B, Budget

**Washington State Department of Commerce
Local Government Division
Growth Management Services
Middle Housing Grant**

1. Contractor City of Lakewood 6000 Main St SW Lakewood, WA 98499		2. Regional planner Keri Sallee Senior Planner 564-200-2338 keri.sallee@commerce.wa.gov N/A	
3. Contractor Representative Tiffany Speir Long Range & Strategic Planning Manager 253.983.7702 / 253.206.9643 tspeir@cityoflakewood.us		4. COMMERCE Representative Shane Hope Housing Policy Specialist (360) 725-3127 shane.hope@commerce.wa.gov	
5. Contract Amount \$110,000		6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	
7. Start Date Date of Execution		8. End Date June 30, 2023	
9. Federal Funds (as applicable) NA		Federal Agency: NA	
10. Tax ID # NA		11. SWV # 0017611-00	
12. UBI # 601-667-295		13. DUNS # NA	
14. Contract Purpose Implementation of Middle Housing grant for the purpose of funding actions needed to evaluate the adoption of middle housing types on thirty percent (30%) or more of lots that, before this work, only allowed single family development.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR _____ John Caulfield, City Manager City of Lakewood _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.	

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed one-hundred and ten thousand dollars (\$110,000) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the performance-based Scope of Work (Attachment A) and Budget (Attachment B).

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 23-63326-013.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

The grantees must invoice for all expenses by June 17, 2023. All contracts with community based organizations must be submitted by June 17, 2023.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 1, 2022. To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

5. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

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"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE. Subcontracting with multiple community based organizations is encouraged for this granting program. COMMERCE shall approve each community based organization, such approval to be provided in writing.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a

subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

SOURCE: Section 189 of [Engrossed Substitute Senate Bill 5693](#), of the supplemental operating budget for fiscal year 2023 is provided solely for Commerce to administer grants to eligible cities for actions relating to adopting ordinances that would authorize middle housing types on at least 30 percent of lots currently zoned as single family residential. For the purposes of this grant program, "middle housing types" include duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, courtyard apartments, cottage housing, and stacked flats.

- (a) A city is eligible to receive a grant if:
 - i. The city is required to plan under RCW 36.70A.040; and
 - ii. The city is required to take action on or before June 30, 2024, to review and, if needed, revise its comprehensive plan and development regulations pursuant to RCW 36.70A.130(5)(a).
- (b) Grant recipients must use grant funding for costs to conduct at least three of the following activities:
 - i. Analyzing comprehensive plan policies and municipal code to determine the extent of amendments required to meet the goal of authorizing middle housing types on at least 30 percent of lots currently zoned as single family residential;
 - ii. Preparing informational material for the public;
 - iii. Conducting outreach, including with the assistance of community-based organizations, to inform and solicit feedback from a representative group of renters and owner-occupied households in residential neighborhoods, and from for-profit and nonprofit residential developers;
 - iv. Drafting proposed amendments to zoning ordinances for consideration by the city planning commission and city council;
 - v. Holding city planning commission public hearings;
 - vi. Publicizing and presenting the city planning commission's recommendations to the city council; and
 - vii. Holding city council public hearings on the planning commission's recommendations.
- (c) Before updating their zoning ordinances, a city must use a racial equity analysis and establish antidisplacement policies as required under RCW 36.70A.070(2)(e) through (h) to ensure there will be no net displacement of very low, low, or moderate-income households, as defined in RCW 43.63A.510, or individuals from racial, ethnic, and religious communities which have been subject to discriminatory housing policies in the past.
- (d) Commerce will prioritize applicants who:
 - i. Aim to authorize middle housing types in the greatest proportion of zones; and
 - ii. Subcontract with multiple community-based organizations that represent different vulnerable populations in overburdened communities, as defined in RCW 70A.02.010, that have traditionally been disparately impacted by planning and zoning policies and practices, to engage in eligible activities as described in (b) of this subsection.

Commerce will be monitoring the contracts biannually to review progress in meeting milestones, deliverables and invoicing.

Grant Objective: Develop an ordinance that authorizes middle housing types on at least 30% of lots currently zoned as single family residential that will be considered as part of the City's 2024 Comprehensive Plan Periodic Update.			
Steps/ Deliverables	Description	Start Date	End Date
Action 1	Public Engagement Activities	August 2022	June 2023
Step 1.1	Develop initial community engagement plan.	August 2022	Sept 2022
Step 1.2	Subcontract with community-based organizations to inform and solicit feedback from a representative group of renters and owner-occupied households in residential neighborhoods, and from for-profit and nonprofit residential developers.	Sept 2022	Oct 2022
Step 1.3	In partnership with community-based organizations, refine community engagement plan as needed, prepare informational material for the public, and conduct public outreach efforts.	Sept 2022	May 2023
Deliverable 1a	Public Engagement Plan	July 2022	Oct 31, 2022
Deliverable 1b	Public Engagement Results	Sept 2022	May 31, 2023
Action 2	Racial Equity Report	July 2022	Jan 31, 2023
Step 2.1	Access supports from Commerce technical assistance staff.	Sept 2022	Feb 2023
Step 2.2	<i>Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including: zoning that may have a discriminatory effect; disinvestment; and infrastructure availability.</i>	Sept 2022	Oct 2022
Step 2.3	<i>Identify areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations.</i>	Sept 2022	Oct 2022
Step 2.4	Evaluate displacement risk of very low, low, and moderate income households.	Sept 2022	Dec 2022
Step 2.5	Evaluate displacement risk of individuals from racial, ethnic, and religious communities which have been subject to discriminatory housing policies in the past.	Sept 2022	Dec 2022
Step 2.6	Evaluate displacement risk of locally owned businesses.	Sept 2022	Dec 2022
Step 2.7	<i>Develop policies and regulations to address and begin to undo the impacts of local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing.</i>	Oct 2022	Feb 2023
Step 2.8	Develop anti-displacement strategies, including strategies to minimize displacement of low-income residents resulting from redevelopment.	Oct 2022	Feb 2023

Step 2.9	Develop anti-displacement policy documents that include a schedule of programs and actions to implement the anti-displacement strategies including a timeline.	Nov 2022	Feb 2023
Deliverable 2a	Racial equity analysis report		Feb 28, 2023
Deliverable 2b	Proposed policies to address anti-displacement		Feb 28, 2023
Action 3	Zoning amendments	Nov 2022	June 2023
Step 3.1	Review and evaluate the current housing element and other policies to support middle housing.	Nov 2022	Feb 2023
Step 3.2	Review buildable lands report and current residential land uses for potential to allow middle housing, or where station areas or higher intensity uses might be defined, or where commercial areas might be converted or residential or mixed use development.	Nov 2022	Feb 2023
Step 3.3	Review current programs, development regulations, impact fees, system development charges, and permitting processes as to how they might encourage or discourage the development of multiunit housing.	Nov 2022	Feb 2023
Step 3.4	Consider bonus densities and incentives for affordable housing to accompany any changes in zoning that increase density.	Jan 2023	Mar 2023
Step 3.5	Gather data, analyze and review to understand the realistic potential of the various changes. Conduct financial feasibility analysis of developing new various housing typologies in various zones.	Feb 2023	Apr 2023
Deliverable 3a	Middle housing staff report on changes needed to support middle housing, including recommended changes to policies, regulations, fee structures, incentives and permitting procedures for consideration with periodic update.		June 15, 2023
Deliverable 3b	Draft code and comprehensive plan text and maps that authorize middle housing types on at least 30% of lots currently zoned as single family or low density residential to be reviewed a part of the 2024 Comprehensive Plan periodic update.		June 15, 2023

Budget

Grant Objective: Develop an ordinance that authorizes middle housing types on at least 30% of lots currently zoned as single family residential that will be considered as part of the City's 2024 Comprehensive Plan Periodic Update.	Commerce Funds
Deliverable 1. Public Engagement Plan & Results	\$12,500.00
Deliverable 2. Racial equity analysis report & proposed policies to address anti-displacement	\$30,500.00
Deliverable 3a. Missing Middle Housing staff report	\$28,500.00
Deliverable 3b. Draft Development Code text and Comprehensive Plan text and maps that authorize middle housing types on at least 30% of lots currently zoned as single family or low density residential	\$28,500.00
Total:	\$100,000.00
CBO Subcontracting (5 CBOs, \$2,000 each)	\$10,000

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: <u>October 17, 2022</u>	TITLE: Motion authorizing the City Manager to enter into a professional services agreement with Abeyta & Associates. in an amount not to exceed \$304,238.70 for right-of-way acquisition services related to the Steilacoom Blvd. SW; 87 th to Weller project.	TYPE OF ACTION: — ORDINANCE — RESOLUTION <u>X</u> MOTION 2022-81 — OTHER
REVIEW: <u>October 17, 2022</u>	ATTACHMENTS: WSDOT Contract with Scope & Fee incorporated	

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

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to enter into a professional services agreement with Abeyta & Associates. in an amount not to exceed \$304,238.70 for right-of-way acquisition services related to the Steilacoom Blvd. SW; 87th to Weller project.


DISCUSSION: The PWE Dept. was notified that we need to achieve a DBE goal for this phase of ROW negotiations work. As such, a request for qualifications was let and one firm responded. This phase of the larger Steilacoom Blvd improvements project will continue the work that is currently on-going to the east of Weller on Steilacoom Blvd. The project is in need of additional property to construct the proposed improvements along this corridor.

ALTERNATIVE(S): Council could reject this request and provide direction on how to proceed, however the DBE goal from WSDOT must be met or the work will cease. Abeyta was the only firm that submitted that could meet the Disadvantaged Business (DBE) requirement set by WSDOT for this particular phase of work for this project.

FISCAL IMPACT: The City has a Federal Grant award for the ROW phase of \$935,000 with a City match of \$165,000; total of \$1,100,000. These funds are already budgeted. There is no additional fiscal impact.

Charles "Ted" Hill, P.E.
Prepared by

Paul A. Bucich, P.E.
Department Director


City Manager Review

Local Agency Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Does this Require DES filing ☐ Yes ☐ No

Firm/Organization Legal Name (do not use dba's):			
Address		Federal Aid Number	
UBI Number		Federal TIN or SSN Number	
Execution Date		Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No		Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title			
Description of Work			
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	% % % %	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation/SBE Plan
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26 shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, is required to enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:			If to CONSULTANT:		
Name:			Name:		
Agency:			Agency:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Email:			Email:		
Phone:			Phone:		
Facsimile:			Facsimile:		

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and, until approved by DES.

Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT' Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work define in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the fina payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish a MRF to provide the Agreement Administrator with the flexibilit to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already define in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verificatio by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specificall reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of fina audit; all required adjustments will be made and reflecte in a fina payment. In the event that such fina audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a findin by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the fina POST AUDIT to begin the appeal process to the AGENCY for audit findings

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J." In the event that either party deems it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officer and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officer and employees against and hold harmless the STATE and the AGENCY and their officer and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officer and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officer and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or the AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or the AGENCY, their agents, officer and employees by the CONSULTANT, their agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the AGENCY

Attached hereto as Exhibit "G-1(a and b)" are the Certification of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certification of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modification of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidentialia Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidentialia Information"). The "State's Confidentialia Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financia profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidentialia Information in strictest confidence and not to make use of the State's Confidentialia Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidentialia Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidentialia Information; or (ii) returned all of the State's Confidentialia Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidentialia Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidentialia Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidentialia Information was received; who received, maintained and used the State's Confidentialia Information; and the final disposition of the State's Confidentialia Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidentialia Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTS, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings,

Agreement Number:

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, flopp disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A Scope of Work

Project No.

Agreement Number:

**Exhibit A-1
Scope of Work
City of Lakewood – Steilacoom Blvd 87th to Weller
Lakewood, WA**

PROJECT DESCRIPTION

The City of Lakewood(CITY) plans to construct the Steilacoom Blvd 87th to Weller project at eight locations throughout the City in order to assist in the enhancement of pedestrian safety.

This is a federally funded project and has a mandatory 10% DBE goal for the Right-of-Way acquisition phase.

Specific subtasks and deliverables for this federally funded (FHWA) project are further described in the tasks below.

PROJECT TEAM

- | | |
|-----------------------------|---|
| • Owner: | City of Lakewood |
| • Jurisdiction Agencies: | City of Lakewood |
| • CONSULTANT: | Abeyta & Associates |
| • ODC – Appraiser: | Appraisal Solutions NW (Appraisal Services) |
| • ODC – Appraisal Reviewer: | National Right of Way Review Appraisal (NR/WRA
(Appraisal Review Services) |

PROPOSED SCHEDULE

This work should be completed within **ten (10) months** of the Notice to Proceed (NTP) scheduled to start in September 2022.

DESCRIPTION OF SERVICES

The CONSULTANT will perform all ROW acquisition work consistent with the Uniform Relocation Act under 49 CFR 24 and its policies and procedures as amended. Together with WAC 468-100, WSDOT's Right-of-Way Manual, Local Agency Guideline Manual, and the City's WSDOT approved Policies and Procedures when providing right-of-way acquisition services.

Consultant shall Prepare all documents in accordance with WSDOT LAG Manual and participate as may be needed in the WSDOT Certification process for ROW.

The right-of-way needs have been fully developed, and the ROW services scope is based on the ROW Funding Estimate approved by WSDOT based on May 5, 2021, and right-of-way plans signed on April 14, 2022.

According to the project right-of-way plans, there are 22 separate tax parcels impacted by the project. The project includes a combination of fee simple partial acquisitions and temporary construction easement acquisitions which will run for a term of approximately three years.

The impacted project parcels are itemized as follows:

Table 1.

Assessor TPN	Owner's Name	Current Use	Before Area (SF)	Fee Acq Area (SF)	Ease Acq Area (SF)
0220321022	State of Washington	Public Hospital	9,396,328	85	0
0220331066	Chambers Creek Capital	Commercial Retail	23,087	487	0
0220331027	Madison Ferguson	Multi Fam	21,344	213	361
0220331072	Chambers Creek Capital	Commercial Retail	168,959	0	860
0220331024	Lakewood Conservative	Church	42,688	676	433
2570000160	Summit Development	Commercial Office Space	10,475	468	56
2570000150	Summit Development	Commercial Office Space	1,612	130	0
2570000142	Summit Development	Commercial Office Space	8,058	290	0
0220331073	Professional Structures	Commercial Retail	72,681	209	252
2570000141	Happy Neighbors 37	Commercial	7,750	271	2,095
2570000101	Song Doo Pyo & Jung A	Commercial Retail	8,400	206	65
2570000091	Pierce College	Educational	44,598	417	2,003
0220331008	Crawford Gary/Connie	Multi Fam	43,345	0	94
0220331023	8305 Steilacoom Blvd	C-Store w/Fuel	23,478	985	120
0220342030	Thunderbird Associates	Commercial Retail	141,102	334	0
3775000071	Liberty House	Commercial Retail	53,253	0	117
0220342018	Thunderbird Associates	Commercial Fast Food	15,625	847	0
0220342011	Thunderbird Associates	Commercial Dollar Tree	71,846	1,984	220
0220342044	Thunderbird Associates	Commercial Retail	189,922	1,723	790
3775000061	L&M Property & Dev	Commercial Childcare	11,960	0	45
3775000270	Lahfdany Mark/Stephanie	Commercial Office Space	8,632	0	112
0220346014	School District	School	1,557,706	3,046	0

TASK 1: PROJECT MANAGEMENT

The CONSULTANT will perform project management and administration tasks including the following:

1. Manage project budget and schedule - The Consultant shall perform services related to the management, administration, and coordination of the Consultant and appraisal activities for ten (10) months, from September 2, 2022, to July 31, 2023, to meet project construction planned for 2024 and for additional services as described in tasks and subtasks of this scope of work.
2. The CONSULTANT will attend a one (1) hour kickoff meeting with the City to obtain available contact information for property owners, and discuss material and information needed from the City such as the ROW Plan, Legal Descriptions and Exhibits, Staking, etc.); and obtain any additional information that will assist in the right of the way acquisition process.
3. Submit monthly invoices with progress reports, including hours expended by major tasks– The Consultant shall prepare an additional twenty-four (24) monthly progress reports and shall include the status of added tasks and subtasks of this scope of work to the monthly progress report when applicable.
4. Attend Project Progress Meetings - the Consultant shall attend up to twenty (24) progress meetings each estimated at one hour.

TASK 2: RIGHT-OF-WAY AND PROPERTY SERVICES

ROW Services

The CONSULTANT will perform all ROW acquisition work consistent with the Uniform Relocation Act under 49 CFR 24 and its policies and procedures as amended. Together with WAC 468-100, WSDOT's Right-of-Way Manual, Local Agency Guideline Manual, and the City's WSDOT approved Policies and Procedures when providing right-of-way acquisition services.

Consultant shall Prepare all documents in accordance with WSDOT LAG Manual and participate as may be needed in the WSDOT Certification process for ROW.

1. Coordinate acquisition activities with the City of Lakewood, Public Works Department / Capital Projects Division Manager.
2. Perform all ROW acquisition work consistent with WSDOT LAG Manual for federally funded projects. Prepare all documents in accordance with WSDOT LAG Manual and participate as may be needed in the WSDOT Certification process for ROW.

TASK 3: TITLE SERVICES

The Consultant shall provide the following title:

1. Conduct a review of an updated title report of the larger parcel to confirm the type of ownership structure and existing encumbrances including access easements and potential conflicts from utility encumbrances that may require subordination agreements, reconveyances, or pose obstacles or delays to the acquisition closing process remain unchanged.

2. Coordinate with the City to assess risk of existing parcel encumbrances and exceptions as they apply to the proposed acquisition on the larger parcel.
3. Prepare Request for Partial Reconveyances/ subordination agreements, or owners agreeing to pay the mortgage, as per the City's risk management procedures, approximately 15 parcels.
4. Request an updated title report from the title company prior to sending a settled acquisition package to the City for payment and closing to ensure ownership has not changed and new encumbrances or exceptions have not been recorded. (3x)
5. Secure title insurance policies for all parcel acquisitions as approved by the City.

DELIVERABLES:

1. Consultant shall provide Acceptance of Encumbrances of record for each transaction.
2. Letters to Owner Agree to Pay Mortgage, Subordination Agreements, Reconveyances, Partial Releases, etc.
3. Updated Parcel Title Summary Memos

ASSUMPTIONS:

1. The City shall provide title reports and supplemental title reports.

TASK 4: APPRAISAL, APPRAISAL REVIEW AND APPRAISAL WAIVER REPORTS

The impacts on the project parcels are all temporary and/or partial acquisition of land that include minor site improvements such as landscaping, asphalt, curbing, fence, and irrigation.

The highest and best use analysis of the individual tax parcels identified above indicates three of the project tax parcels (Summit Development Alliance) constitute one "larger parcel" for purposes of the appraisal assignment. Based on the project right-of-way plans provided and after analysis of the parcel impacts, a total of 20 separate parcels will require valuation services due to the proposed Steilacoom Boulevard Project.

The Consultant shall provide the following appraisal services:

1. Contract with a WSDOT-approved Fee Appraiser for up to nine (9) Appraisal Reports. If additional reports are necessary, an additional budget to include appraisal fees will be negotiated prior to commencing work.
2. Contract with a WSDOT-approved Fee Review Appraiser for the review of up to nine (9) Appraisal Review Reports. If additional appraisal reports are necessary, an additional budget to include will be negotiated prior to commencing work.
3. For acquisition with just compensation under \$25,000 and where the acquisition is uncomplicated, contract with an approved WSDOT Fee Appraiser for completion of up to eleven (11) Administrative Offer Summary Reports. If additional valuations are necessary, an additional budget will be negotiated prior to commencing work.
4. Submit all Administrative Offer Summaries, Appraisal Report(s), and Appraisal Review(s) to the Capital Projects Division Manager for review and establishment of Just Compensation by the City.
5. Coordinate with the appraiser and/or review appraiser and the Capital Projects Division Manager to resolve any issues or concerns with the appraisal(s) or appraisal review(s).

DELIVERABLES:

1. Appraisal Reports and Appraisal Reviews

ASSUMPTIONS:

1. Loss of parking can be cured onsite, and no parcel will suffer a net loss of parking due to the proposed acquisitions and project.

TASK 5: PERFORM NEGOTIATION SERVICES FOR RIGHT-OF-WAY ACQUISITIONS

The Consultant shall provide the following negotiation services:

1. Provide sample templates of all acquisition documents (offer letters, deeds, easements, right of entries, consents, etc.) for the City's review and approval for project use.
2. Maintain acquisition records in accordance with statutory, regulatory, and policy requirements.
3. Upon written permission to proceed, prepare a general information notice to be mailed to 20 parcel owners (including large parcel owners) impacted by the project, notifying them of the pending project and of the right-of-way acquisition and identifying the Consultant as the City's representative.
4. Upon written permission to proceed, prepare offer and conveyance documents for 20 parcels consisting of (22) tax parcels and submit offer packages to the City and WSDOT Northwest Region Local Agency Coordinator, utilizing WSDOT forms or equivalent.
5. Promptly present offers and negotiate in good faith with property owners to acquire necessary right-of-way and/or easement.
6. Conduct a minimum of three (3) significant and meaningful contacts with each property owner before recommendation of condemnation.
7. Provide written notice to the City of impasse in negotiations.
8. If it becomes apparent that negotiations have reached an impasse and sufficient time has passed for the property owner to make a settlement decision, prepare a Possession and Use Agreement, and submit it to the City together with the Final Offer letter.
9. Upon written permission to proceed with the final offer letter, submit the final offer package to the property owner.
10. Provide written notice to the City of recommendation for condemnation.

DELIVERABLES:

1. Sample Introduction Letter
2. Offer Packages
3. Complete Acquisition files for payment or legal action
4. Written notices of impasse in negotiations
5. Written notices of recommendations for condemnation

Assumptions

1. All forms and documents shall comply with WSDOT standards and in accordance with statutory requirements.
2. The City will provide right-of-way plans and drawings, maps, exhibits, and right-of-way staking.
3. The City will provide legal descriptions in electronic format for all real property rights to be acquired.

4. The City will provide approval of all acquisition documents in electronic format for all legal conveyance documents and forms prior to use (i.e., offer letters, deeds, easements, etc.).
5. The City will make payment for all compensation payments to property owners, recording fees, legal services, and any incidental costs which may be necessary to complete each transaction and record the required acquisition documents with the Pierce County auditor's office.

TASK 6 - CLOSING SERVICES

The Consultant shall assist with the following closing services:

1. Conduct comprehensive checklist reviews for each acquisition file to support WSDOT and federal agency reviews.
2. Coordinate with the City and WSDOT Northwest Region Local Agency Coordinator to resolve right-of-way concerns and issues with WSDOT's right-of-way acquisition file audit and certification review.
3. Submit signed conveyance documents with requests for payment and other supporting documents including signed W-9s and Excise Tax Affidavits, as applicable to the City for document recording and payment processing.
4. Prepare payment vouchers for title clearing charges and submit them to the City to process payment for all 20 transactions.

DELIVERABLES:

1. Completed acquisition negotiation files and supporting records of all right-of-way acquisition services to support WSDOT acceptance.
2. Payment voucher/requests for payment supported by signed W-9s and other documents required to process payment.

Task 7 – RELOCATION SERVICES

This agreement assumes no relocation services to be provided by the Consultant. If it is later determined that relocation services are necessary to complete the project, an additional budget to include relocation services will be negotiated prior to commencing work.

Exhibit B
DBE Participation

Agreement Number:

EXHIBIT "B"

DBE UTILIZATION

Firm	Certification Number	Tasks	Proposed % Commitment
Rosa M. Abeyta, LLC dba Abeyta & Associates	M5F0019645	Right-of-way acquisitions services	10%
Total			\$30,423.87

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic file for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

								\$61.53	\$50.32	\$47.00		
								Rosa Villa, SR/WA	Jeff Collins	Michael Abeyta		
Right-of-Way and Property Services								Prop Mgt	PM/SR Acq Agent	Acq Agent	Acq Agent	Title Escrow Total
Task 1	PROJECT MGMNT & QUALITY ASSURANCE											
	1. Manage project budget and schedule - The Consultant shall perform services related to the management, administration, and coordination of the Consultant and its sub-consultant activities for ten (10) months, from September 2, 2022, to July 31, 2023, to meet project construction planned for 2024 and for additional services as described in tasks and subtasks of this scope of work.							30				30
	2. The CONSULTANT will attend a one (1) hour kickoff meeting with the City to obtain available contact information for property owners, and discuss material and information needed from the City such as the ROW Plan, Legal Descriptions and Exhibits, Staking, etc.); and obtain any additional information that will assist in the right of the way acquisition process.							2	2			4
	3. Submit monthly invoices with progress reports, including hours expended by major tasks– The Consultant shall prepare an additional twenty-four (24) monthly progress reports and shall include the status of added tasks and subtasks of this scope of work to the monthly progress report when applicable.							14	10			24
	4. Attend Project Progress Meetings - the Consultant shall attend up to twenty (24) progress meetings each estimated at one hour.							24	4			28
Task 2	RIGHT-OF-WAY AND PROPERTY SERVICES											
	1. Coordinate acquisition activities with the City of Lakewood, Public Works Department / Capital Projects Division Manager.							15	3			18
	2. Perform all ROW acquisition work consistent with WSDOT LAG Manual for federally funded projects. Prepare all documents in accordance with WSDOT LAG Manual and participate as may be needed in the WSDOT Certification process for ROW.							0	0			0
Task 3	TITLE SERVICES											
	1. Conduct a review of an updated title report of the larger parcel to confirm the type of ownership structure and existing encumbrances including access easements and potential conflicts from utility encumbrances that may require subordination agreements, reconveyances, or pose obstacles or delays to the acquisition closing process remain unchanged.							80	45			125
	2. Coordinate with the City to assess risk of existing parcel encumbrances and exceptions as they apply to the proposed acquisition on the larger parcel.							15	0			15
	3. Prepare Request for Partial Reconveyances/ subordination agreements, or owners agreeing to pay the mortgage, as per the City's risk management procedures, approximately 15 parcels.							80	25			105
	4. Request an updated title report from the title company prior to sending a settled acquisition package to the City for payment and closing to ensure ownership has not changed and new encumbrances or exceptions have not been recorded. (3x)							10	20			30
	5. Secure title insurance policies for all parcel acquisitions as approved by the City.							10	25			35
Task 4	VALUATIONS, APPRAISAL AND APPRAISAL REVIEW SERVICES											
	1. Contract with a WSDOT-approved Fee Appraiser for up to nine (9) Appraisal Reports. If additional reports are necessary, an additional budget to include appraisal fees will be negotiated prior to commencing work. Including appraisal walk throughs.							12	12			24
	2. Contract with a WSDOT-approved Fee Review Appraiser for the review of up to nine (9) Appraisal Review Reports. If additional appraisal reports are necessary, an additional budget to include will be negotiated prior to commencing work.							2	5			7
	3. For acquisition with just compensation under \$25,000 and where the acquisition is uncomplicated, contract with an approved WSDOT Fee Appraiser for completion of up to eleven (11) Administrative Offer Summary Reports. If additional valuations are necessary, an additional budget will be negotiated prior to commencing work.							14	14			28
	4. Submit all Administrative Offer Summaries, Appraisal Report(s), and Appraisal Review(s) to the Capital Projects Division Manager for review and establishment of Just Compensation by the City.							2	2			4
	5. Coordinate with the appraiser and/or review appraiser and the Capital Projects Division Manager to resolve any issues or concerns with the appraisal(s) or appraisal review(s).							15	10			25
Task 5	NEGOTIATIONS											
	1. Provide sample templates of all acquisition documents (offer letters, deeds, easements, right of entries, consents, etc.) for the City's review and approval for project use.							4	4			8
	2. Maintain acquisition records in accordance with statutory, regulatory, and policy requirements.							15	40	30		85

	3. Upon written permission to proceed, prepare a general information notice to be mailed to 20 parcel owners (including large parcel owners) impacted by the project, notifying them of the pending project and of the right-of-way acquisition and identifying the Consultant as the City’s representative.		25	25	10			60	
	4. Upon written permission to proceed, prepare offer and conveyance documents for 20 parcels/larger parcels consisting of (22) tax parcels and submit offer packages to theCity and WSDOT Northwest Region Local Agency Coordinator, utilizing WSDOT forms or equivalent.		90	90				180	
	5. Promptly pre present offers and negotiate in good faith with property owners to acquire necessary right-of-way and/or easements.		70	30				100	
	6. Conduct a minimum of three (3) significant and meaningful contacts with each property owner before recommendation of condemnation.		130	90				220	
	7. Provide written notice to the City of impasse in negotiations.		5	2				7	
	8. If it becomes apparent that negotiations have reached an impasse and sufficient time has passed for the property owner to make a settlement decision, prepare a Possession and Use Agreement, and submit it to the City together with the Final Offer letter.		15	30				45	
	9. Upon written permission to proceed with the final offer letter, submit the final offer package to the property owner.		12	12				24	
	10. Provide written notice to the City of recommendation for condemnation.		5	0				5	
Task 6 CLOSING SERVICES									
	1. Conduct comprehensive checklist reviews for each acquisition file to support WSDOT and federal agency reviews.		10	30				40	
	2. Coordinate with the City and WSDOT Northwest Region Local Agency Coordinator to resolve right-of-way concerns and issues with WSDOT’s right-of-way acquisition file audit and certification review.		15	5				20	
	3. Submit signed conveyance documents with requests for payment and other supporting documents including signed W-9s and Excise Tax Affidavits, as applicable to the City for document recording and payment processing.		15	30				45	
	4. Prepare payment vouchers for title clearing charges and submit them to the City to process payment for all 20 transactions.		15	15				30	
Hours:		0	736	577	40	0	0	1353	
Direct Labor \$:			45,286.08	29,034.64	1,880.00			\$ 76,200.72	
Direct Labor Totals:									
	Hours:	0	736	577	40	0	0	1353	
	Dollars:	\$ -	\$ 45,286.08	\$ 29,034.64	\$ 1,880.00	\$ -	\$ -	\$ 76,200.72	
Per Parcel Breakdown:		Direct Salary Cost: \$ 76,200.72							
<div>Acquisitions: 22 Tax Parcels and 20 Parcels and/or Larger Parcels</div> <div><div>Summary</div><div><div>Direct Salary Cost</div><div>\$ 76,200.72</div></div><div><div>Overhead Cost @ 110.00%</div><div>\$ 83,820.79</div></div><div><div>Fee @ 26%</div><div>\$ 19,812.19</div></div><div><div>Labor</div><div>\$ 179,833.70</div></div><div><div>Expenses</div><div>\$ 3,205.00</div></div><div><div>Subconsultant</div><div>\$ 121,200.00</div></div><div><div>Contract Total</div><div>\$ 304,238.70</div></div></div>	Direct Labor Rate:		\$ 76,200.72						
	Audited Overhead Ra		110%	\$ 83,820.79					
	Profit:		26%	\$ 19,812.19					
	Composite Multiplier:		136%	136%					
			*Total Labor Fee:		\$ 179,833.70				
	Expenses:		Review Appraisals		\$ 16,200.00				
			Appraisal		\$ 105,000.00				
			Mileage/Travel		\$ 2,330.00				
			Reprographic, Copy, & Printing		\$ 150.00				
			Courier Overnight Postage		\$ 725.00				
		Subtotal:		\$ 124,405.00					
		\$ 304,238.70							

Exhibit D, Part 2

Labor Rates

INSTRUCTIONS

1. Provide list of all employees anticipated to work on this contract.
2. Provide **actual** direct rate per employee.
3. Do not adjust rate, King County will adjust rates that exceed the maximum direct rate.

Firm Name:

Employee Name	Job Classification	Direct Rate
<i>Last name, First name</i>	<i>Classification</i>	<i>Rate</i>
Villa, Rosa SR/WA	Lead Acquisition/Relocation Agent	\$ 61.53
Collins, Jeff	Acquisition & Relocation Agent	\$ 50.32
Abeyta, Michael	ROW Tech	\$ 47.00

ODC Rates

INSTRUCTIONS

1. ODCs listed below apply to all firms on this contract.
2. Add your firm's additional proposed ODCs.
3. ODCs with a unit cost of **\$500** or more must be documented by a 3rd party invoice or estimate.

ODC Item	Unit of Cost	Max Price Per Unit	Invoiced or Lump Sum
Mileage	Per Mile	\$ 0.625	Lump Sum
Parking	Per Visit	\$ 15.00	Lump Sum
Courier	Per Service	\$ 28.00	Lump Sum
Ferry (vehicle/driver)	Per Trip	\$ 20.40	Invoiced or Lump Sum
Ferry (passenger)	Per Trip	\$ 8.65	Invoiced or Lump Sum
Toll fees	Per Trip	\$ 6.30	Invoiced or Lump Sum
Rideshare	Per Trip	\$ 50.00	Invoiced or Lump Sum
Car Rental	Per Hour	\$ 12.00	Invoiced or Lump Sum
Car Rental	Per Day	\$ 80.00	Invoiced or Lump Sum
8.5 x 11 B/W Copy	Per Copy	\$ 0.10	Invoiced or Lump Sum
8.5 x 11 Color Copy	Per Copy	\$ 0.69	Invoiced or Lump Sum
11 x 17 B/W Copy	Per Copy	\$ 0.20	Invoiced or Lump Sum
11 x 17 Color Copy	Per Copy	\$ 1.76	Invoiced or Lump Sum
Appraisal Solutions NW	Per Appraisal	\$ 6,150.00	Invoiced
Appraisal Solutions NW	Per AOS	\$ 4,150.00	Invoiced
Natl ROW Review Appraisal NR/WRA	Per App. Review	\$1,800.00	Invoiced



Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

November 13, 2019

Rosa Villa, CEO
Rosa M Abeyta, LLC dba Abeyta & Associates
1011 SW Klickitat Way, Ste 206
Seattle, WA 98134-1103

- Re: Rosa M Abeyta, LLC dba Abeyta & Associates
Safe Harbor Indirect Cost Rate

Dear Ms. Villa:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for Abeyta & Associates. We conducted our assessment based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Abeyta & Associates. The Safe Harbor rate is effective on November 13, 2019.

Abeyta & Associates has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered into prior to November 13, 2022. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7003.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Schatzie Harvey', is written over a horizontal line.

Schatzie Harvey, CPA
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Larry Schofield, MS 47323
File

CERTIFICATION OF FINAL INDIRECT COSTS – FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: Rosa M. Abeyta, LLC DBA Abeyta & Associates.com

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110% of direct labor with a field rate, when applicable, of 80% of direct labor. To the best of my knowledge and belief:

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.*
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and prior & current indirect cost rates have been disclosed.

The firm agrees to follow the "Path to Compliance". Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO*
- An accounting system which separates indirect costs and direct costs*
- An accounting system which separates allowable and unallowable cost*
- A compliant job cost system which is general ledger driven*
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures*
- A strong written internal control policy with a policy and procedures manual*

*Signature: Rosa Villa

Digitally signed by Rosa Villa
DN: cn=Rosa Villa, o=Abeyta & Associates, Inc.,
email=rosa.villa@abeytaandassociates.com, c=US
Date: 2019.09.25 12:02:46 -07'00'

*Name of Certifying Official (Print): Rosa M. Villa, SR/WA

*Title: CEO / Member

Date of Certification (mm/dd/yyyy): 09/25/2019

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Title of Modal Operating Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Modal Operating Administration specific program requirements.]***
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Title of Modal Operating Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Title of Modal Operating Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Title of Modal Operating Administration)*** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Title of Modal Operating Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Lakewood
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certification of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certificatio of Consultant

I hereby certify that I am the and duly authorized representative of the fir of
whose address is

and that neither the above fir nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any fir or person (other than a bona fid employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any fir or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm organization or person (other than a bona fid employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificat is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certificatio of

I hereby certify that I am the:

☐

☐ Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any fir or person; or
- b) Pay, or agree to pay, to any firm person, or organization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificat is to be furnished to the _____
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

**Exhibit G-2 Certificatio Regarding Debarment, Suspension and Other
Responsibility Matters - Primary Covered Transactions**

- I. The prospective primary participant certifie to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsificatio or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

**Exhibit G-3 Certificatio Regarding the Restrictions of the Use of Federal Funds
for Lobbying**

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencin or attempting to influenc an office or employee of any Federal agency, a Member of Congress, an office or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modificatio of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencin or attempting to influenc an office or employee of any Federal agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certificatio is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificatio is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to fil the required certificatio shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certificatio be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Office or to the Contracting Office's representative in support of _____* are accurate, complete, and current as of _____.

Firm:

Title

Date of Execution***:

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For financial contracts, include this exhibit.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: October 17, 2022	TITLE: Motion to increase contract authorization for the Phillips Rd. SW Sidewalks Project.	TYPE OF ACTION: — ORDINANCE — RESOLUTION <u>X</u> MOTION NO. 2022-82 — OTHER
REVIEW: October 17, 2022	ATTACHMENTS: None	

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

RECOMMENDATION: Public Works is recommending the City Council increase contract authorization in the amount of \$98,660.08 for the construction of the Phillips Rd. SW Sidewalk Project, City Project Number 302.0071.

DISCUSSION: Motion 2022-36, approved by Council May 16, 2022, authorized award plus contingency in the amount of \$446,388.00. Since this motion, the final cost to complete the project has been calculated and has increased above the estimated amount, mainly for the installation of a block wall and removal of additional trees.

This request will increase the project by twenty percent, resulting in a project construction spending authorization to \$529,000.00. This final request will provide adequate authorization to pay for the final project expenses.

ALTERNATIVE(S): There is no practical alternative except to authorize the requested project spending increase for payment of work completed.

FISCAL IMPACT: The increase in costs due to the site conditions will be covered by transfer of funding from two existing CIP projects with surplus during the end of the year budget adjustment. Those two projects are 302.0001 and 302.0003. Use of these funds will still leave reserves of money for any activities needed in 2022.

A. D'Andra Buchanan, P.E.
Prepared by

Paul A. Bucich, P.E.
Department Director


City Manager Review

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: October 17, 2022	TITLE: Accepting the Edward Byrne Memorial Justice Assistance Grant, in the amount of \$41,000, for ballistic helmets and rifle plates.	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION NO. 2022-83 <input type="checkbox"/> OTHER
REVIEW:	ATTACHMENTS:	

SUBMITTED BY: Mike Zaro, Chief of Police

RECOMMENDATION: It is recommended that the City Council accept the Edward Byrne Memorial Justice Assistance Grant, in the amount of \$41,000, for ballistic helmets and rifle plates.

DISCUSSION: Every year, the Lakewood Police Department qualifies for an allocation from the U.S. Department of Justice Edward Byrne Memorial Assistance Grant (JAG) Program. The purpose of this grant is to provide assistance in procuring necessary equipment or programs that allow the police department to better serve the community where we may not have the budgetary means to otherwise acquire these needed tools.

This year's grant money is going to be used to purchase ballistic helmets and rifle plates with carriers for Patrol officers (and additional commissioned staff as funds allow) for use while responding to high threat situations.

These tools will allow us to continue bettering our service to the community and providing the high level of responsiveness that our residents deserve from the Lakewood Police Department.

ALTERNATIVE(S): None.

FISCAL IMPACT: This year, the allocation is \$41,000.

Mike Zaro
Prepared by

Department Director


City Manager Review

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUEST

October 17, 2022

TITLE: Reappointing Jarnail Singh to serve on the Lodging Tax Advisory Committee through December 31, 2025.

TYPE OF ACTION:

— ORDINANCE

— RESOLUTION

☒ MOTION NO. 2022-84

— OTHER

REVIEW:**ATTACHMENTS:**

Application

SUBMITTED BY: Briana Schumacher, City Clerk on behalf of Mayor Jason Whalen.

RECOMMENDATION: It is recommended that the City Council confirm the re-appointment of Jarnail Singh to represent businesses involved in activities authorized to collect hotel/motel taxes through December 31, 2025.

DISCUSSION: The Lodging Tax Advisory Committee was created pursuant to State law.

Any proposals for the imposition or expenditure of hotel-motel lodging tax funds, whether it involves the imposition of a tax, an increase in the rate of a tax, repeal of an exemption from a tax, or a change in the use of revenue received shall be submitted to the Lodging Tax Advisory Committee for review and comment. The submission shall occur at least forty-five days before final action on or passage of the proposal by the municipality. The advisory committee shall submit comments on the proposal in a timely manner through generally applicable public comment procedures. The comments shall include an analysis of the extent to which the proposal will accommodate activities for tourists or increase tourism, and the extent to which the proposal will affect the long-term stability of the fund created under RCW [67.28.1815](#). Failure of the advisory committee to submit comments before final action on or passage of the proposal shall not prevent the municipality from acting on the proposal.

ALTERNATIVE(S): The Council could choose to appoint other candidates, not to confirm the appointment or re-advertise for this position. However, Lodging Tax revenue may only be spent pursuant to the process involving the statutorily proscribed Lodging Tax Advisory Committee.

FISCAL IMPACT: There is no fiscal impact.

Briana Schumacher

Prepared by

Department Director


City Manager Review



CITY OF LAKEWOOD

6000 Main Street SW
Lakewood, WA 98499

APPLICATION FOR APPOINTMENT

*The information in this document is subject to public disclosure and can be made available to the public.
(Attach additional pages if necessary to complete answers.)*

I wish to be considered for appointment to the following committee, board or commission:

- | | |
|---|--|
| <input type="checkbox"/> Arts Commission | <input type="checkbox"/> Parks and Recreation Advisory Board |
| <input type="checkbox"/> Community Services Advisory Board | <input checked="" type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Lakewood's Promise Advisory Board | <input type="checkbox"/> Public Safety Advisory Committee |
| <input type="checkbox"/> Landmarks and Heritage Advisory Board | <input type="checkbox"/> Salary Commission |
| <input checked="" type="checkbox"/> Lodging Tax Advisory Committee (Members of this committee must be representative of an agency involved in tourism promotion.) | |

EXPECTATIONS: Adhere to City of Lakewood's Code of Ethics and regular attendance at meetings is required.

PLEASE RETURN THIS FORM TO: City of Lakewood - City Clerk's Office
6000 Main Street SW
Lakewood, WA 98499
(253) 983-7705 Fax: (253) 589-3774
Email: bschumacher@cityoflakewood.us

Name: JARNAIL SINGH
(Please Print)

Home Address: 12704 PACIFIC HWY. SW.
City: LAKEWOOD State: WA Zip: 98499

Home Phone Number: 206 650 0082 E-mail: Jthind12@gmail.com

Present Employer: Self employed.

Address: 12704 Pacific Hwy. SW. Work Phone: 206 300 8420

Cell: 206 650 0082

LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:

Are you representing a business that is required to collect lodging tax? Yes ☒ No ☐

Are you involved in activities authorized to be funded by revenues received from lodging tax? Yes ☒ No ☒
94

Have you previously served or are you currently on one of the Lakewood's Boards, Committees or Commissions? Yes No If yes, please explain (include names of Boards, Committees or Commissions and the dates that you served:

LTA

Date available for appointment: Open

Are you available to attend evening meetings? Yes ☒ No ☐

Are you available to attend daytime meetings? Yes ☒ No ☐

Recommended by: City.

Education: Graduate

Professional and/or community activities: Lodging and Building

Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission: Been in Board for 2 years.
in Lakewood.

Please explain why you would like to be part of this board, committee or commission:

I have business in Lakewood

I hereby certify that this application and any other materials and/or documents provided in this application process contains no willful misrepresentation and that the information given is true and complete to the best of my knowledge.

Signature: [Signature] Date: 9/22/2022

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

October 17, 2022

TITLE: Reappointing Susan Warner to serve on the Lakewood Arts Commission through October 15, 2025.

TYPE OF ACTION:

— ORDINANCE

— RESOLUTION

REVIEW:**ATTACHMENTS:**

Candidate application

X MOTION NO. 2022-85

— OTHER

SUBMITTED BY: Briana Schumacher, City Clerk on behalf of Mayor Jason Whalen.

RECOMMENDATION: It is recommended that the City Council confirm the Mayor's reappointment of Susan Warner to serve on the Lakewood Arts Commission through October 15, 2025.

DISCUSSION: Notices and outreach to seek volunteers to fill vacancies on the Lakewood Arts Commission were sent to neighborhood associations, civic groups, community organizations, The News Tribune and The Suburban Times. In addition, articles were posted to the City's website.

The role of the Lakewood Arts Commission is to assess needs, establish priorities and make recommendations for enrichment of the community and promotion of its cultural vitality through the arts.

The Lakewood Arts Commission will do the following:

- Promote the visual, performing and literary arts;
- Encourage the creative contribution of local artists;
- Make recommendations for Public Art to the City Council;
- Support community-building events; and
- Foster the City's cultural heritage.

ALTERNATIVE(S): The City Council could choose not to confirm the appointment.


FISCAL IMPACT: There is no fiscal impact.

Briana Schumacher, City Clerk

Prepared by

Heidi Ann Wachter, City Attorney

Department Director


City Manager Review



CITY OF LAKEWOOD
6000 Main Street SW
Lakewood, WA 98499

APPLICATION FOR APPOINTMENT

*The information in this document is subject to public disclosure and can be made available to the public.
(Attach additional pages if necessary to complete answers.)*

I wish to be considered for appointment to the following committee, board or commission:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Arts Commission | <input type="checkbox"/> Parks and Recreation Advisory Board |
| <input type="checkbox"/> Community Services Advisory Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Lakewood's Promise Advisory Board | <input type="checkbox"/> Public Safety Advisory Committee |
| <input type="checkbox"/> Landmarks and Heritage Advisory Board | <input type="checkbox"/> Salary Commission |
| <input type="checkbox"/> Lodging Tax Advisory Committee (Members of this committee must be representative of an agency involved in tourism promotion.) | |

EXPECTATIONS: Adhere to City of Lakewood's Code of Ethics and regular attendance at meetings is required.

PLEASE RETURN THIS FORM TO: City of Lakewood - City Clerk's Office
6000 Main Street SW
Lakewood, WA 98499
(253) 983-7705 Fax: (253) 589-3774
Email: bschumacher@cityoflakewood.us

Name: Susan Warner
(Please Print)

Home Address: 3705 N. Hudson St

City: Tacoma State: WA Zip: 98407

Home Phone Number: 253-970-9538 E-mail: susan1955@centurylink.net

Present Employer: LAKEWOOD GARDENS

Address: 12317 Gravelly Lake Dr SW Work Phone: 253-584-4106

Cell: 253-970-9538 Lakewood, 98499

LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:

Are you representing a business that is required to collect lodging tax? Yes ☐ No ☒

Are you involved in activities authorized to be funded by revenues received from lodging tax? Yes ☒ No ☐

Have you previously served or are you currently on one of the Lakewood's Boards, Committees or Commissions? Yes ☒ No ☐ If yes, please explain (include names of Boards, Committees or Commissions and the dates that you served:

Sept. 2019
Sept. 2022

Date available for appointment: Sept 2022

Are you available to attend evening meetings? Yes ☒ No ☐

Are you available to attend daytime meetings? Yes ☒ No ☐

Recommended by: Sally Martinez

Education:

B.A. History
M.Ed. Education

Professional and/or community activities:

Curator of Education, Museum of Glass, Tacoma
Artistic Director, Museum of Glass, Tacoma
B.D. Lakewood Gardens

Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission:

Entire career devoted to professional curatorial + education work in the cultural industry

Please explain why you would like to be part of this board, committee or commission:

I have enjoyed the past 3 years on the Arts Commission and the work that has been accomplished

I hereby certify that this application and any other materials and/or documents provided in this application process contains no willful misrepresentation and that the information given is true and complete to the best of my knowledge.

Signature:

Susan J. Ware

Date: 9/26/22

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

October 17, 2022

TITLE: Appointing Denise Nicole Franklin to serve on the Community Services Advisory Board through December 15, 2026.

TYPE OF ACTION:

— ORDINANCE

— RESOLUTION

REVIEW:

ATTACHMENTS:
Candidate Application

X MOTION NO. 2022-86

— OTHER

SUBMITTED BY: Briana Schumacher, City Clerk on behalf of Mayor Jason Whalen.

RECOMMENDATION: It is recommended that the City Council confirm the Mayor's appointment of Denise Nicole Franklin to serve on the Community Services Advisory Board through December 15, 2026.

DISCUSSION: Notices and outreach to seek volunteers to fill a vacancy on the Community Services Advisory Board was sent to neighborhood associations, civic groups, community organizations, The News Tribune and The Suburban Times. In addition, notice was posted on the City's website.

The Community Services Advisory Board advises the City Council on matters related to Human Services, the Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) programs which may include:

- Facilitate cooperation and coordination with the City on human services, CDBG, and HOME funding issues.
- Recommend to the City Council programs for funding out of City's general funds, CDBG and HOME funds, and other funding appropriations.
- Hold public hearings to receive public comments to identify community and housing needs, development of proposed activities, and recommendations for funding.
- Develop recommendations for the Consolidated Plan, Action Plan, and other related documents.
- Review and approve annual performance reports of CDBG and HOME activities for submittal to HUD.
- Develop and recommend citywide policies for funding allocations.
- Encourage partnerships and collaboration in the funding and provision community and human services.
- Review needs assessments, gap analyses, and other data to determine citywide needs which will help develop strategic action plans.
- Perform other community services related duties and functions as assigned by the City Council.

ALTERNATIVE(S): The Council could choose not to confirm the appointments or re-advertise for these position.

FISCAL IMPACT: There is no fiscal impact.

Briana Schumacher, City Clerk

Prepared by

Heidi Ann Wachter, City Attorney

Department Director



City Manager Review



CITY OF LAKEWOOD

6000 Main Street SW
Lakewood, WA 98499

APPLICATION FOR APPOINTMENT

*The information in this document is subject to public disclosure and can be made available to the public.
(Attach additional pages if necessary to complete answers.)*

I wish to be considered for appointment to the following committee, board or commission:

- | | |
|--|--|
| <input type="checkbox"/> Arts Commission | <input type="checkbox"/> Parks and Recreation Advisory Board |
| <input type="checkbox"/> Community Services Advisory Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Lakewood's Promise Advisory Board | <input type="checkbox"/> Public Safety Advisory Committee |
| <input type="checkbox"/> Landmarks and Heritage Advisory Board | <input type="checkbox"/> Salary Commission |
| <input type="checkbox"/> Lodging Tax Advisory Committee (Members of this committee must be representative of an agency involved in tourism promotion.) | |

EXPECTATIONS: Adhere to City of Lakewood's Code of Ethics and regular attendance at meetings is required.

PLEASE RETURN THIS FORM TO: City of Lakewood - City Clerk's Office
6000 Main Street SW
Lakewood, WA 98499
(253) 983-7705 Fax: (253) 589-3774
Email: bschumacher@cityoflakewood.us

Name: _____
(Please Print)

Home Address: _____

City: _____ State: _____ Zip: _____

Home Phone Number: _____ E-mail: _____

Present Employer: _____

Address: _____ Work Phone: _____

Cell: _____

LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:

Are you representing a business that is required to collect lodging tax? Yes No

Are you involved in activities authorized to be funded by revenues received from lodging tax? Yes No

Have you previously served or are you currently on one of the Lakewood's Boards, Committees or Commissions? Yes No If yes, please explain (include names of Boards, Committees or Commissions and the dates that you served:

Date available for appointment: _____

Are you available to attend evening meetings? Yes No

Are you available to attend daytime meetings? Yes No

Recommended by: _____

Education:

Professional and/or community activities:

Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission:

Please explain why you would like to be part of this board, committee or commission:

I hereby certify that this application and any other materials and/or documents provided in this application process contains no willful misrepresentation and that the information given is true and complete to the best of my knowledge.

Signature:

_____ Date: _____



LAKEWOOD ARTS COMMISSION
REGULAR MONTHLY MEETING Minutes
Date: Monday, March 7, 2022 Time: 5:00PM – 6:15 PM
Virtual Zoom Meeting

CALL TO ORDER

The meeting was called to order at 5:05 p.m.

ATTENDANCE:

Arts Commission Members Present: Linda McDermott, Earl Borgert, Adriana Bayer, Emily Feleen, Sylvi Johnson, Lani Neil, Darryl Owens, Lua Pritchard, Phil Raschke, Robin Sutton

Arts Commission Members Excused: Susan Warner, Paige Hansen

Youth Council Liaison: Angel Lee, absent, Angel Calderon, absent

Staff: Sally Martinez, Recreation Coordinator, Nicolette York, Office Assistant

Council Liaison: Patti Belle, absent

Guests: Bryce Mangelson

New Business:

Introduction of New Member Robin Sutton loves acting and is an advocate for kids in the arts.

Approval of Minutes: Lua Pritchard moved to approve the regular meeting minutes from February 7, 2022. Adriana Bayer seconded. MPU

Unfinished Business:

Performing Art Subcommittee Updates:

REEL Life 96 Film Competition: Linda McDermott discussed elements of the upcoming Gala event. Volunteers are needed to facilitate setup, scan tickets, present awards.

Saturday Events at the Motor Ave: Sally Martinez discussed all four events. Still working on recruiting vendors so they are not all the same.

Public Art Subcommittee Updates:

Utility Box Wraps: Subcommittee decided additional boxes to use. They will reach back out to previous artist to review. Public Works reached out and they would like to pay for a wrap as well.

Gateway Arcs: Earl Borgert made a presentation at a Rotary Meeting. Sally will be making a presentation at the other Rotary. Sally asked that everyone reach out to everyone in the

community to have them write something about what Lakewood means to them. They can handwrite or email Sally. The month of March is the time period for gathering comments from the community members.

Rotating Art at City Hall & Latino Art Show: Partnership with APCC to rotate their artists with City Hall. Patsy had 2 pieces displayed. Sally met with a Latino Art Group and they are discussing putting their art at City Hall and having an art show at Fiesta de la Family Sept. 17.

Board Comments:

Sylvi Johnson asked about a performing arts center. Robin Sutton asked about the budget. Lua Pritchard suggested that a location would be needed. Darryl Owens suggested the old OFC. The commission agreed that it would be nice for Lakewood to be known as an entertainment hub. Sally mentioned more research would need to be done to determine the ideal square footage, cost to build and annual revenue.

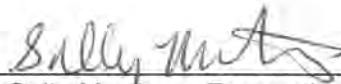
NEXT MEETING:

Monday April 4, 2022 at 5:00 pm in person at the American Lake room and via Zoom

ADJOURNMENT: The meeting adjourned at 5:42 p.m.



Earl Borgert, Vice-Chair



Sally Martinez, Recreation Coordinator



PARKS & RECREATION ADVISORY BOARD MINUTES
Tuesday March 22, 2022– 5:30 PM
Zoom Meeting

CALL TO ORDER

Jason Gerwen called the meeting to order at 5:32 p.m.

ATTENDANCE

PRAB Members Present: Jason Gerwen-Chair, Vito Iacobazzi-Vice-Chair, Sylvia Allen, Alan Billingsley, Michael Lacadie, Fred Ramey, Janet Spingath

Youth Council: Brandon Elliott

PRAB Staff Present: Mary Dodsworth – Director, Nikki York – Office Assistant

Council Liaisons: Don Anderson

APPROVAL OF MINUTES: Alan Billingsley moved and Michael Lacadie seconded the motion to approve the minutes of the February 22, 2022 meeting as written. MPU.

Public Comments: No public comments

NEW BUSINESS:

Prepare for Parks Appreciation Day: Nikki York introduced plans for Parks Appreciation Day. Volunteers will clean up trash and paint over graffiti at the following locations: American Lake Park, Fort Steilacoom Park, Springbrook Park, the Police Station, Community Garden, Kiwanis Park and Wards Lake Park. Each board member agreed to host different locations for the event.

Update to City Naming Policy: Mary Dodsworth presented the City Naming Policy revision draft to the board. The revised application packet, resolution and internal procedures were provided and included updates ensuring broad community support, providing a timeline to gather information, include LHAB review, identify impact of the name change to others and clarifying necessary steps required to submit a petition. City Council can recommend a name change without a petition but should follow community review process. Alan Billingsley motioned to submit the draft to counsel, and Sylvia Allen second. MPU

Nisqually Partnership Projects: The City and the Nisqually tribe are working on four potential partnership projects in Fort Steilacoom Park. These projects will provide opportunities to learn about the rich indigenous history of the region. The projects include (1) updating the new Plaza Area with seating, art and educational on the new kiosk. (2) Telling the history of Chief Leschi in updated areas near the south east boundary line. (3) Developing a 1.7 mile long walking path, called the Nisqually Loop Trail to include interpretive information regarding the Nisqually tribe and history. (4) Improvements near the Barn area which could include support of the H Barn renovation project or an open air shelter. We also shared the LHAB driving tour maps and hoped to include parks and Nisqually history or interpretive sites when the map is updated.

Directors Report: Mary Dodsworth presented her capital project summary which included the following projects: Springbrook Park expansion, Gateways, park signage update, Wards Lake improvements, Seeley Lake update, FSP turf infields, American Lake Park, American Lake parking lot, Chambers Creek (phase 2), Oakbrook Park improvements, Primley playground replacement, FSP boundary Line adjustment, and Nisqually partner projects (phase 1). The Reel Life Film Festival on March 19, 2022 was a success, and plans are being made to make it a recurring event. The Department of Ecology work crew has been removing blackberries along Clover Creek, Springbrook Park, and at Wards Lake Park. The department continues to engage in community outreach. Mary presented the board with a calendar of upcoming special events.


Board Comments: Jason Gerwen expressed gratitude for receiving the Historical Driving Map in the mail.

NEXT MEETING: The next meeting is a regular PRAB meeting on Tuesday, April 26, 2022 at 5:30 p.m.

ADJOURNMENT: Sylvia Allen made a motion to adjourn the meeting at 6:24 p.m.
Fred Ramey seconded. MPU.



Jason Gerwen, Chairman



Nikki York, Office Assistant



**LAKEWOOD ARTS COMMISSION
REGULAR MONTHLY MEETING Minutes**
Date: Monday, April 4, 2022 Time: 5:00PM – 6:15 PM
In Person and Virtual Zoom Meeting

CALL TO ORDER

The meeting was called to order at 5:03 p.m.

ATTENDANCE:

Arts Commission Members Present: Linda McDermott, Earl Borgert, Adriana Bayer, Emily Feleen, Sylvi Johnson, Lani Neil, Darryl Owens, Susan Warner, Paige Hansen, Phil Raschke, Robin Sutton

Arts Commission Members Excused: Lua Pritchard

Youth Council Liaison: Angel Lee, absent, Angel Calderon, absent

Staff: Sally Martinez, Recreation Coordinator, Nicolette York, Office Assistant

Council Liaison: Patti Belle

Guests: Becky Newton

Approval of Minutes: Robin Sutton moved to approve the regular meeting minutes from March 7, 2022. Susan Warner seconded. MPU

New Business:

Economic Development Strategic Plan: Becky Newton shared the Economic Strategic Plan covering the goals and areas of focus. She is reaching out to the advisory boards for review and comments. It will be reviewed by the City Council in Spring of 2022. Robin Sutton thanked Becky for the presentation.

Unfinished Business:

Public Art Subcommittee Updates:

Gateway Arcs: Sally Martinez thanked everyone especially Earl Borgert, Lani Neil, Emily Feleen and Robin Sutton for public outreach including attending the Asia Pacific Cultural event, Harrison Prep, Lakewood Rotary and the Boys and Girls Club. The community engagement segment is complete and all information has been forwarded to the artist. The City Attorney is working on the easement agreement. Art should be installed by August or September. Patti Belle asked if the tree up lighting would be done by then?

Signal Box Wraps: Subcommittee selected the art that will be used for 6 boxes along Gravelly Lake Dr. The Arts commission viewed the images from Mauricio Robalino and Rosa Cruz. The artists are very appreciative of having their works selected. Paige commented that she loves seeing the boxes around town. Sally said the print shop should be able to install the new boxes in the next couple of weeks.

Performing Art Subcommittee Updates:

REEL Life 96 Film Competition: Linda McDermott reviewed the REEL Life Film Festival that occurred on March 19th, 2022. It is estimated that 462 people attended the event. \$2,500 in cash prizes were given out. Linda thanked Robin, Darryl, Paige, Sylvia and Lani for all their hard work at the event. Sally asked that anyone that attended the event email their feedback to her. Patti Belle said that Council really enjoyed the event.


Board Comments:

Sally reminded everyone that the next event is Dancing in the Streets on May 21st. We should have a performing subcommittee meeting.

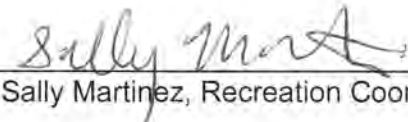
NEXT MEETING:

Monday May 2, 2022 at 5:00 pm in person at the American Lake room and via Zoom

ADJOURNMENT: The meeting adjourned at 5:43 p.m.



Earl Borgert, Vice-Chair



Sally Martinez, Recreation Coordinator



PARKS & RECREATION ADVISORY BOARD MINUTES
Tuesday April 26, 2022– 5:30 PM
Zoom Meeting

CALL TO ORDER

Jason Gerwen called the meeting to order at 5:36 p.m.

ATTENDANCE

PRAB Members Present: Jason Gerwen-Chair, Vito Jacobazzi-Vice-Chair, Sylvia Allen, Michael Lacadie, Janet Spingath

PRAB Members Excused: Alan Billingsley, Fred Ramey

Youth Council: Brandon Elliott, absent

PRAB Staff Present: Mary Dodsworth – Director, Nikki York – Office Assistant

Council Liaisons: Don Anderson, absent

Guests: Becky Newton, Stacey Reding, Eric Gold, Principal Landscape Architect- DA Hogan & Associates, Dr. Julie White, President- Pierce College, Duncan Stevenson, Director of Athletics- Pierce College, Gus Lim, Director of Facilities & Operations- Pierce College, Sylvia James, Vice President for Administrative Services.

APPROVAL OF MINUTES: Michael Lacadie moved and Sylvia Allen seconded the motion to approve the minutes of the March 22, 2022 meeting as written. MPU.

Public Comments: No public comments

NEW BUSINESS:

Economic Development Strategic Plan: Becky Newton shared the Economic Strategic Plan covering the goals and areas of focus. She is reaching out to the advisory boards for review and comments. It will be reviewed by the City Council in Spring of 2022. Mary Dodsworth proposed a prioritization schedule. Becky stated that the plan includes specific action items and implementation plan. Janet Spingath asked about businesses in the Lake City Neighborhood. Becky would be happy to meet with her to discuss challenges. Jason Gerwen thanked Becky for the presentation.

Turf Infields at Fort Steilacoom Park: Mary Dodsworth provided background regarding funding from grants and legislative allocations for turf infields. Pierce College approached the City about having their home field at Fort Steilacoom Park. A design consultant was hired and it was discovered that additional funding is needed. Pierce College is willing to pay the difference needed. Council had a few other questions and asked the Parks and Recreation advisory board (PRAB) to review the proposed changes. Mary Dodsworth shared a power point reviewing proposed Pierce County College home field options. Dr. Julie White spoke the PRAB about the field. Dr. White discussed that the athletics program opens up opportunity for students. This is about more than just a baseball field. The options are field 1 or field 3 because of the direction

facing the sun. The board initially agreed that field 3 would have the least impact to the park overall. Duncan Stevenson asked that PRAB consider using field 1 because it should be showcased to take pride in it not hide it. Pierce College would cover the additional costs to use field 1. The board unanimously decided that the colors of maroon and gray would be fine. The board unanimously agreed to make the recommendation to move forward with the Pierce College home field. The location was split 2.5-2.5 between field 1 & 3.

UNFINISHED BUSINESS:

Parks Appreciation Day Recap: Parks Appreciation Day. Volunteers was a success with over 200 volunteers clean up trash, pulling scotch broom, spreading mulch, spreading play chips, cleaning up around the pavilion and painting over graffiti at the following locations: American Lake Park, Fort Steilacoom Park, Springbrook Park, the Police Station, Community Garden, Kiwanis Park and Wards Lake Park. Sylvia Allen reported that the Kiwanis were at Kiwanis Park and the Community Garden. Vito Iacobazzi commented that there was a great turnout. Michael Lacadie asked that the list of projects be prioritized with the number of people for each. Janet Spingath reported that the debris cleanup at American Lake Park was a success.

Directors Report: Mary Dodsworth briefly discussed the Nisqually meeting with a focus on the plaza and the Chief Leschi Story, Wards Lake Park Phase 2 and the Harry Todd Park Pickle Ball Court.

NEXT MEETING: The next meeting is a regular PRAB meeting on Tuesday, May 24, 2022 at 5:30 p.m. in the Pavilion at Fort Steilacoom Park 9107 Angle Ln SW, Lakewood, WA 98498

ADJOURNMENT: Janet Spingath made a motion to adjourn the meeting at 7:20 p.m. Sylvia Allen seconded. MPU.



Jason Gerwen, Chairman



Nikki York, Office Assistant



**LAKEWOOD ARTS COMMISSION
REGULAR MONTHLY MEETING Minutes
Date: Monday, May 2, 2022 Time: 5:00PM – 6:15 PM
In Person and Virtual Zoom Meeting**

CALL TO ORDER

The meeting was called to order at 5:08 p.m.

ATTENDANCE:

Arts Commission Members Present: Adriana Bayer, Sylvi Johnson, Lani Neil, Phil Raschke, Robin Sutton

Arts Commission Members Excused: Linda McDermott, Earl Borgert, Susan Warner, Lua Pritchard

Arts Commission Members Absent: Darryl Owens, Paige Hansen

Youth Council Liaison: Angel Lee, absent, Angel Calderon, absent

Staff: Sally Martinez, Recreation Coordinator, Nicolette York, Office Assistant

Council Liaison: Patti Belle, absent

Approval of Minutes: No quorum. The regular meeting minutes from April 4, 2022 will be tabled until the June meeting.

Unfinished Business:

Public Art Subcommittee Updates:

Gateway Arcs: Sally Martinez met with the artist, John Fleming onsite to measure. He will create another rendering with new measurements. The City Attorney is working on an amendment for the easement agreement. The City Council approved \$15,000 for the up lighting of the oak trees.

Signal Box Wraps: Artists have been working on designs and should be installed in the next couple of weeks.

Performing Art Subcommittee Updates:

Saturday Street Festivals: First event will be on May 21st. Sally asked that the commission let her know if they will be able to volunteer.

Board Comments:

Phil Raschke let everyone know about the RMS Titanic Event at the Lakewood Historical Society on May 10th.

Robin will be distribute 500 flyers for the Youth Summit. She is excited to work with Shannon Bennett to help coordinate the Youth Summit.

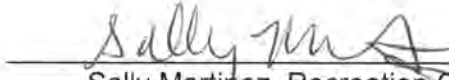
NEXT MEETING:

Monday June 6, 2022 at 5:00 pm in person at the American Lake room and via Zoom

ADJOURNMENT: The meeting adjourned at 5:29 p.m.



Earl Borgert, Vice-Chair



Sally Martinez, Recreation Coordinator



PARKS & RECREATION ADVISORY BOARD MINUTES
Tuesday May 24, 2022– 5:30 PM
At the Pavilion and Zoom

CALL TO ORDER

Vito Iacobazzi called the meeting to order at 5:36 p.m.

ATTENDANCE

PRAB Members Present: Vito Iacobazzi-Vice-Chair, Sylvia Allen, Michael Lacadie, Alan Billingsley, Fred Ramey

PRAB Members Excused: Jason Gerwen-Chair, Janet Spingath

Youth Council: Brandon Elliott, absent

PRAB Staff Present: Mary Dodsworth – Director, Nikki York – Office Assistant

Council Liaisons: Don Anderson

Guests: North Lakewood Neighborhood Association members to include Pat Jurez, Ed Abby, Judy Ashley, Steve Swortz, April Wallace

APPROVAL OF MINUTES: Michael Lacadie moved and Alan Billingsley seconded the motion to approve the minutes of the April 26, 2022 meeting as written. MPU.

Public Comments: No public comments

NEW BUSINESS:

Prepare for Joint Council Meeting: Mary Dodsworth reviewed the work plan and significant accomplishments. The board discussed other topics that they would like to discuss with council to include the various elements of the climate change and tree plan and how it overlaps and impacts the economic development plan.

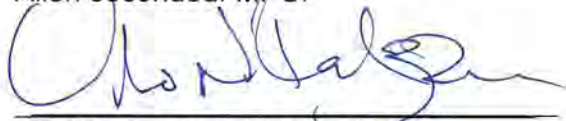
Oakbrook Park Design Charrette: The North Lakewood Neighborhood Association shared the things they currently like about the park and any issues currently affecting the park. During the charrette they shared many park updates and ideas including more shade, water fountain, bathrooms, additional benches and picnic tables, basketball half court, pickle ball court, places to ride bicycles, adult exercise equipment, climbing rocks, walking path around the park, hard surface area for hopscotch or 4 square, site lines around the park signs (which needs to be replaced) and possible extreme activities like a half pipe skate park and zip line. They also asked about signs regarding park hours and parking. The association noted that the west side of the park isn't being used and would be a good place for expansion. The group was split into 3 table to create design ideas and narrow down their selections that would be appropriate for the site. Most groups included an internal walking path around the site, additional tables and seating, mini shelter, small paved sport court area and new park entry sign. Staff will look for additional funding to support expanded scope.

Mary shared that restrooms are the most requested item in parks however, we don't normally put in a neighborhood park. We will be piloting a Portland-loo at another park site. It is a cross between a Sani can and restroom but expensive to build (\$250K) and has to be maintained.

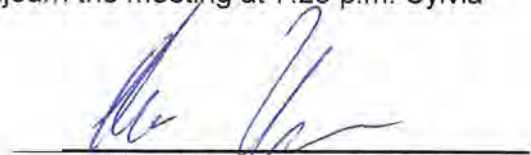
Directors Report: Mary Dodsworth briefly discussed the RCO grants that were turned in to support Wards Lake Park Phase 2 and a Pickle Ball Court at Harry Todd Park. The youth fishing event was held this year and over 200 youth and their families enjoyed the day. This past Saturday we had the Youth Summit with 190 students and great vendors/partners.

NEXT MEETING: The next meeting is a joint council meeting on Monday, June 27, 2022 at 7:00 p.m. in the Council Chambers at City Hall.

ADJOURNMENT: Alan Billingsley made a motion to adjourn the meeting at 7:23 p.m. Sylvia Allen seconded. MPU.



Vito Iacobazzi, Vice Chairman



Nikki York, Office Assistant



LAKEWOOD ARTS COMMISSION
REGULAR MONTHLY MEETING Minutes
Date: Monday, June 6, 2022 Time: 5:00PM – 6:15 PM
In Person and Virtual Zoom Meeting

CALL TO ORDER

The meeting was called to order at 5:05 p.m.

ATTENDANCE:

Arts Commission Members Present: Earl Borgert, Adriana Serrienne, Darryl Owens, Paige Hansen, Sylvi Johnson, Lani Neil, Phil Raschke, Robin Sutton

Arts Commission Members Excused: Susan Warner, Lua Pritchard, Emily Feleen

Youth Council Liaison: Angel Lee, absent, Angel Calderon, absent

Staff: Sally Martinez, Recreation Coordinator, Nicolette York, Office Assistant

Council Liaison: Patti Belle

Approval of Minutes: Darryl Owens motioned and Adriana Serrienne seconded approval of the April 4 & May 2, 2022 Minutes as written. MPU

Unfinished Business:

Public Art Subcommittee Updates:

Signal Box Wraps: The commissioned reviewed the newly installed wraps.

Performing Art Subcommittee Updates:

Saturday Street Festivals: First event recap. Everyone had a great time. Next event will be June 18th.

New Business:

Linda McDermott resigned from the commission. Earl would like to continue as Vice-Chair. A new chair will need to be elected.

Board Comments:

Phil Raschke let everyone know about the Ragtime/Dinner at the Lakewood Playhouse on the 16th. Phil is also hosting a free event on the 21st at the Lakewood Historical Society in honor of Juneteenth called Americas Buffalo Soldiers 1866-1951 starting at 6pm.

Nikki reminded everyone that Farmers Market opening day is tomorrow June 7th.

NEXT MEETING:

Monday July 11, 2022 at 5:00 pm in person at the American Lake room and via Zoom

ADJOURNMENT: The meeting adjourned at 5:29 p.m.



Earl Borgert, Vice-Chair



Sally Martinez, Recreation Coordinator



COMMUNITY SERVICES ADVISORY BOARD
Regular Meeting
Wednesday, July 13, 2022
American Lake Conference Room (City Hall 1st Floor)
6000 Main St SW, Lakewood WA 98499
and via Zoom

CALL TO ORDER

Sarah Yamamoto called the meeting to order at 5:32 p.m.

ATTENDANCE VIA IN-PERSON and ZOOM

Board Members Present: Sarah Yamamoto, Michael Lacadie, Edith Owen-Wallace, Laurie Maus.

Board Members Absent: Kyle Franklin

City Council Liaison:
None present.

Staff Members Present: Shannon Bennett

MINUTES

June 15, 2022 meeting minutes were unanimously approved.

PUBLIC COMMENT

There was no one present who wished to comment.

OTHER BUSINESS

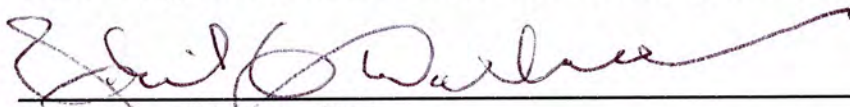
Sarah Yamamoto announced her resignation from the Board.

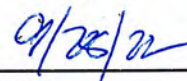
Edith Owen-Wallace was unanimously elected as Chair for the remainder of 2022 and 2023. Kyle Franklin was unanimously elected as Vice-Chair for the remainder of 2022 and 2023.

Members reviewed the presentation for the July 22nd HS applicants workshop.

ADJOURNMENT

There being no other business, Ms. Yamamoto adjourned the meeting at 6:30 p.m.


Edith Owen-Wallace, Chair


Date:




September 28, 2022

Prepared by: Shannon Bennett, Human Services Coordinator Date:



**LAKEWOOD ARTS COMMISSION
REGULAR MONTHLY MEETING Minutes**
Date: Monday, August 1, 2022 Time: 5:00PM – 6:15 PM
In Person and Virtual Zoom Meeting

CALL TO ORDER

The meeting was called to order at 5:05 p.m.

ATTENDANCE:

Arts Commission Members Present: Earl Borgert, Adriana Serrienne, Darryl Owens, Paige Hansen, Sylvi Johnson, Lani Neil, Phil Raschke, Robin Sutton, Susan Warner, Emily Feleen

Arts Commission Members Excused: Lua Pritchard

Youth Council Liaison: Angel Lee, absent, Angel Calderon, absent

Staff: Sally Martinez, Recreation Coordinator, Nicolette York, Office Assistant

Council Liaison: Patti Belle, absent

Approval of Minutes: Lani Neil motioned and Darryl Owens seconded approval of the June 13, 2022 Minutes as written. MPU

Unfinished Business:

Elect New Chair: Lani Neil nominated Emily Feleen for Chair. No other interests or nominations were made. Lani Neil made a motion to elect Emily Feleen as chair. Susan Warner seconded. MPU

Public Art Subcommittee Updates:

Signal Box Wraps: The last wrap for this year was installed at 112th and Gravelly Lake it was titled Wizard meets tree. The subcommittee will need to meet to choose art for the next 10 boxes. Earl Borgert asked the commission to email him if they would like to see a certain box wrapped in the next round. The subcommittee will consider art distinctive to the neighborhoods. The main goal for the next 10 wraps would be to beautify underserved neighborhoods. The historical society featured the wraps in color in the last newsletter.

Colonial Plaza Art: Hoping to schedule the unveiling on September 17th at the Fiesta de la Familia event. Permitting is required for the footing. Earl Borgert asked about the installation. He would like to be there.

Performing Art Subcommittee Updates:

Saturday Street Festivals: Jazz Night is next weekend. Any help would be great! Still looking for Classic cars for the car show. Fiesta de la Familia will be on Saturday September 17th. There will not be a beer garden. The Art Contest will feature Latino inspired art.

Joint Commission Meeting: will be on Monday October 10, 2022. the Commission will review the talking points and work plan at the next meeting on September 12, 2022.

New Business:

Film Competition: Linda was a critical piece to the success of the event. Without her on the commission it may not be possible to continue on. Susan Warner commented that the event was fantastic and it would be sad to not see it continue on. Emily Feleen and Susan Warner will work to see if it can continue to be implemented.

Rotating Art: Fiesta de la Familia art show may continue at City Hall after the event. Lakewold Gardens is currently having a new art show every 8 weeks. The shows could rotate to City Hall. The next Lakewold opening is on August 12 from 5 p.m. to 7 p.m. featuring Travis Friszelle.

Retreat: The commission discussed having the annual retreat on Thursday September 29, 2022 from 3pm -6pm at Lakewold Gardens.

Summer FEST Drone Show: The commission watched the video that was taken by a staff member. It can be seen on the City's You Tube page. <https://www.youtube.com/watch?v=FtldHBSZfB8> Susan Warner commented that it is better for the environment than fireworks. Earl Borgert commented that it would be nice to offer a drone show near the town center around fourth of July. Phil Raschke commented that it was fantastic. Robin Sutton thought it was nice to share with the military and connect to the community. Sally Martinez thanked everyone at SummerFEST. Lakewold enjoyed being at the event and signed up some new volunteers.

Board Comments:


Phil shared that some of the REEL Life 96 films will be shown at the FAB FESTIVAL on October 14,15 and 16th. It's a great way to give the films a second life.


Robin invited the Commission to National Night Out tomorrow night.


NEXT MEETING:

Monday September 12, 2022 at 5:00 pm in person at the American Lake room and via Zoom

ADJOURNMENT: The meeting adjourned at 5:48 p.m.


Earl Borgert, Vice-Chair


Sally Martinez, Recreation Coordinator

	<p>LAKEWOOD'S PROMISE ADVISORY BOARD Thursday, September 1st, 2022 Zoom Virtual Meeting Lakewood, WA 98499 7:30 am – 8:30 am</p>
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CALL TO ORDER

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

ATTENDANCE

Promise Advisory Members Present: Ellie Wilson, Kerri Pedrick, Wanda Elder, Michele Johnson, and Kyle Manglona

Promise Advisory Members Absent: Joyce Loveday, Ron Banner, Elise Bodell, Megan Dempsey

City Council Liaison: Mary Moss, Deputy Mayor

Staff Present: Mary Dodsworth and Shannon Bennett

Guest Presenter: None

Guest: None

PUBLIC COMMENT

NONE

MEETING MINUTES

Kerri Pedrick moved to approve the June 2, 2022 meeting minutes. Michele Johnson seconded the motion. MPU.

NEW BUSINESS

Status of Youth Mental health and Workforce Development – Shannon Bennett

Shannon gave update on 8/26 Youth Council (YC) kick-off event, which was very well received. Meetings goal was to get members to become familiar with each other prior to beginning regular meetings. Announced we're proposing YC meet twice a month in order to develop the Council into more of a policy making entity and to build on their leadership skills. Also, expanding hosted annual meetings to include three town hall meetings and one annual summit. Michele suggested we focus on what has been laid out to the students know what they'll be getting from participating in YC. Question the students on what leadership skills they want to build on and the knowledge they want to gain and be able to take action on and what actions will come from the town hall meetings. Ellie suggested this should be a learning experience for all members and provide them with skills they can build on throughout their lives. Kerri suggested the ideas expressed tie into Leaders for Change

program and urges both groups to partner on town hall meetings and important youth issues like youth mental health and wellness and awareness around school culture and student life. The action that happens after the town hall can be imbedded in an entire community and not just youth council. One thing she's learned from our students is that there's always MORE we could be doing and to narrow it down to things that are going to be impactful. Be careful of being overzealous with timing and not being able to accomplish the goals we set. CIS is willing to partner in any way they can to grow YC.

Shannon announced Career TEAM is slow going on their workforce development efforts and having problems getting residents to participate in their community employer events and gaining their trust. Workforce Central is looking to host a community resource event in December at City Hall and will present at upcoming community collaboration meeting to gauge member's opinions of needs specific to Lakewood. Kerri suggested Career TEAM partner with community partners who already have relationships with the community and have built trust – do more than just send out flyers.

Youth Communications Strategy for Lakewood's Promise Discussion – Ellie Wilson

Ellie recommends getting back to issuing a monthly newsletter. COL staff will gather resources from community partners and draft in monthly newsletters. Wanda volunteered to write an article for possible inclusion in the Suburban Times. Moss pointed out that PC and Sound Transit providing rides from students up to 18 years of age. Kerri asked for clarification on who we're trying to communicate with – adults or youth? Mary M. expressed council's strong interest in what our youth has to say. Michele suggests we verify that we as a board have the authority to publish in the Sub-Times. Shannon will check internally whether LPAB can publish in Sub-Times.

Meeting Format – Shannon Bennett

Asked members their feelings on meeting in-person going forward. Mary M said she's open to meeting in-person. Kyle said he's a fan of in-person but because he has another job, it might be challenging, but will try his best to join the meeting in-person. Michele Staff agree we'll offer the hybrid person and that we'll all make a promise to ourselves to show up in person. Ellie suggested past practice of sending someone in your place during absence. Michele expressed her hesitance for sending someone in her place. Kerri expressed the ease for replacement persons to provide updates but to actually engage in conversations and make decisions will be hard.

BOARD MEMBER UPDATES

Wanda – Expressed her happiness for being back in session and in-person.

Ellie – Gave an update on the Habitat Tillicum project which is proposed to be built in September. \$61,000 of the \$100,000 goal has been raised through fund raising events. Friends of Dr. Claudia Thomas have campaigned rigorously in the community and received wonderful feedback. Encouraged people to give what their donation can be divided into multiple parts. If not donating now, than asking for a pledge. Hoping to bring the fundraising efforts to a close by end of September. Has packets of info to share.

Kerri – Announced next year is CIS's 30th anniversary serving Lakewood students. Currently working on vision for next 30 years. Jordan Jones promoted to Community Engagement Manager to help ramp back up in-person volunteering and mentoring small group programs in schools. Two new

fulltime positions have been created: Sit Coordinator will to focus on youth mental health and behavioral health wellness and will support all 5 school sites with regulation stations, mental health trainings and partnering with district's wellness coordinator. In addition a housing specialist will do site coordination work with students currently experiencing and at risk of experiencing homelessness. Goal is to provide additional and better wraparound supports for students and families. CIS Lakewood is recipient of awarded WA State Fair school supply drive and are looking for volunteers to help accept and sort school supplies on September 9th at the fair.

Mary M – Announced Tuesday, September 6th tree preservation public hearing and that council and staff are moving forward with 2023 budget planning.

Kyle – Announced his family thoroughly enjoyed Summerfest and his three year old daughter loves the lab school at Pierce College.

Michele – Announced Pierce College is in change mode with her upcoming December 31st retirement and is currently searching for a new chancellor with the guidance of a national consultant and are ready to begin first phase of screening semi-finalists. Final candidates will be interviewed in late October and the community will be invited to participate in open forums at both campuses. Planning to bring three finalists in. Celebrating 55th year of operations. Legacy of Excellence gala will be held on 10/22. Opening a new building for dental hygiene and vet tech students. Ground breaking will take place on 9/28 at 4:30. Puyallup campus will be doing a groundbreaking on 9/14 for a new STEM building. Really focused on black and brown student excellence which is crucial to spread the word of inclusion and build an anti-racist institution. Announced the legislature provided \$80k per CTE to focus on community based organizations (CBO's) and completion of FAFSA. DACA students are not eligible for federal funds, but you are eligible for WA state aid. Recommends that all of PC colleges collaborate on spending these funds. Will be submitting an RFP including \$400k for CBO's to help college districts work together to serve our community, particularly marginalized communities, where they already have relationships with organizations serving these communities. Goal is to get RFP out by the end of the month. Finally, once PC finalizes a new chancellor an announcement of Michele's replacement will be made in November.

ADJOURN

Ellie Wilson adjourned the meeting at 8:28 am.



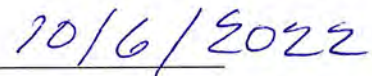
Prepared by: Shannon Bennett, Human Services Coordinator



Date:



Ellie Wilson, Chair



Date



**LAKEWOOD ARTS COMMISSION
REGULAR MONTHLY MEETING Minutes**
Date: Monday, September 12, 2022 Time: 5:00PM – 6:15 PM
In Person and Virtual Zoom Meeting

CALL TO ORDER

The meeting was called to order at 5:04 p.m.

ATTENDANCE:

Arts Commission Members Present: Earl Borgert, Adriana Serrienne, Paige Hansen, Sylvi Johnson, Lani Neil, Robin Sutton, Susan Warner, Lua Pritchard, Darwin Peters

Arts Commission Members Excused: Emily Feleen, Susan Warner

Arts Commission Members Absent: Darryl Owens, Phil Raschke

Youth Council Liaison: Angel Calderon, absent

Staff: Sally Martinez, Recreation Coordinator, Nicolette York, Office Assistant

Council Liaison: Patti Belle

Approval of Minutes: Earl Borgert motioned and Robin seconded approval of the August 1, 2022 Minutes as written. MPU

New Business:

Welcome Darwin Peters: Darwin introduced himself to the group. He moved to the area when he was in the Army in 1996. He moved back 7 years ago. He has 7 children. Four children are in the Clover Park School District. He loves Lakewood and is happy to be a part of the Arts Commission. He participated in the REEL Life 96 competition and that is what made him decide to join.

Retreat: Retreat on Thursday 29th from 3pm - 6pm at Lakewold Gardens. Please sign up for the Potluck. They will be doing a painting with the artist Travis Frazelle. His art is currently on display at Lakewold Gardens.

Joint Commission Meeting: Will be on Monday October 10, 2022 at 7pm in the Council Chambers. Sally Martinez asked that we have as many members present as possible. The Commission discussed the talking points and work plan. The Commission needs to come up with questions that they would like to ask the Council. Council member Patti Belle asked the Arts Commission to start thinking about a way to add art to the roundabout by Lakewold Gardens. Program it in the public art plan. It was determined that a subcommittee meeting needs to be scheduled to discuss REEL Life 96.

Public Art Subcommittee Updates:

Signal Box Wraps: The past installations were shared. New potential locations were reviewed.

Performing Art Subcommittee Updates:

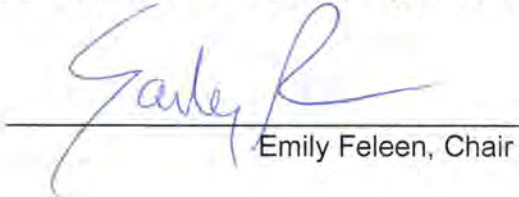
Saturday Street Festivals: Sally Martinez asked the Commission to hand out flyers for the Fiesta de la Familia event on Saturday September 17th and come to the event.

Board Comments: None

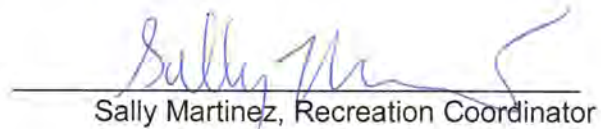
NEXT MEETING:

Monday October 3, 2022 at 5:00 pm in person at the American Lake room and via Zoom

ADJOURNMENT: The meeting adjourned at 6:15 p.m.



Emily Feleen, Chair



Sally Martinez, Recreation Coordinator



**PLANNING COMMISSION
MEETING MINUTES
September 21, 2022
Hybrid In-Person/Virtual Meeting via ZOOM
6000 Main Street SW, Lakewood, WA 98499**

Call to Order

Mr. Don Daniels, Chair called the hybrid ZOOM meeting to order at 6:30 p.m.

Roll Call

Planning Commission Members Present: Don Daniels, Chair; Ryan Pearson, Vice-Chair; Paul Wagemann, Phillip Combs, Brian Parsons, Robert Estrada, and Linn Larsen

Planning Commission Members Excused: None

Commission Members Absent: None

Staff Present: Dave Bugher, Assistant City Manager, Development Services; Tiffany Speir, Long Range & Strategic Planning Manager; and Karen Devereaux, Administrative Assistant

Council Liaison: Paul Bocchi (present)

Approval of Minutes

The minutes of the meeting held on July 20, 2022 were approved as written by voice vote M/S/C Larsen/Estrada. The motion carried unanimously, 6 - 0.

Agenda Updates

None

Public Comments

None

Public Hearings

None

Unfinished Business

None

New Business

2023 Comprehensive Plan Amendment Docket Introduction

Ms. Tiffany Speir introduced eight applications submitted for 2023 Comprehensive Plan amendments. The period for the public to submit applications was duly noticed and open during the month of August 2022.

- 2023-01** Rick Hjelm request to redesignate /rezone Parcel 020352126 (8821 John Dower Rd SW) from Multifamily (MF) / Multifamily 1 (MF1) to Corridor Commercial CC/Commercial 1 (C1).
- 2023-02** Claude Remy request to redesignate/rezone parcel numbers 0219024020 and 0219024021 (5626 and 5634 Main St SW, respectively), and 0219024022 (1064 Davisson Rd SW) from Multifamily (MF) /Multifamily 3 (MF3) to Downtown /Central Business district (CBD).
- 2023-03** Lakewood Racquet Club request to redesignate/rezone parcel(s) 0219111038, -1040, and 3097000312 (5820 112th St SW) from mixed Residential (MR)/Mixed Residential 1 (MR1) to Open Space & Recreation (OSR)/ Open Space Recreation 2 (OSR2).

- 2023-04** **LASA request to redesignate/rezone parcel(s) for development of low income housing:**
- 5130001640 (5516 Fairlawn Dr SW) and -1650 (5520 Fairlawn Dr SW) from Residential (R)/Residential 4 (R4) to Neighborhood Business District (NBD)/Neighborhood Commercial 2 (NC2); and
- 5130001660 (8966 Gravelly Lake Dr SW), and -1671 (8956 Gravelly Lk Dr SW) from Arterial Corridor (ARC)/arterial Residential-Commercial (ARC) to Neighborhood Business District (NBD)/Neighborhood Commercial 2 (NC2)
- 2023-05** **Allow permanent supportive housing (PSH) and Transitional Housing (TH)**
- 2023-06** **Amend Policy LU-5.3 to reflect changes in allowed types of funding for financial and relocation assistance for people displaced as a result of construction and development projects. within the City's Commercial 1, 2, and 3 zones.**
- 2023-06** **Amend Policy LU-5.3 to reflect changes in allowed types of funding for financial and relocation assistance for people displaced as a result of construction and development projects**
- 2023-07** **Rezone Parcel 880900340 from Residential/Residential3 (R3) to Open Space & Recreation 1 (OSR1) for expansion of Wards Lake Park**
- 2023-08** **Update of Comprehensive Plan text regarding Western State Hospital to reflect adoption of new Master Plan (continued from 2021 amendment cycle)**

The discussion included preliminary information about each of the proposed amendments.

Ms. Speir presented the next steps in the 23CPA legislative process (subject to change):

- October 5: Planning Commission public hearing on proposed docket;
- October 19: Planning commission action on 23CPA docket recommendation;
- November 7: City Council study session on Commission-recommended 23CPA docket

2044 Lakewood Population and Employment Growth Targets

Ms. Tiffany Speir presented information on the County Council adoption of the 2044 Population, housing and Employment Targets for Pierce County and its Cities via Ordinance 2022-126s.

In August 2022, following deliberative and legislative processes at the Growth Management Coordination Committee, Pierce County Regional Council and Pierce County Council levels, the County Council adopted the 2044 Population, Housing and Employment Targets for Pierce County and its Cities via Ordinance 2022-126s. The Lakewood City Council has approved executing the Interlocal Agreement with the County to ratify the targets.

In summary, the Lakewood 2044 growth targets and amount of growth for each between 2020 and 2044 are included here:

2044 Population Target	2020-2044 Net Increase	2044 Housing Target	2020-2044 Net Increase	2044 Employment Target	2020-2044 Net Increase
86,792	23,180	36,713	9,714	39,735	9,863

The locations identified for 35% of the planned housing growth and 87% of the planned employment growth in Lakewood by 2035 are within the Downtown and Lakewood Station District Subareas:

	Downtown Subarea	Station District Subarea	Total
Net Increase in Housing Units by 2035	2,257 (23% of '44 target)	1,179 (12% of '44 target)	3,436*
Net Increase in Jobs by 2035	7,369 (75% of '44 target)	1,186 (12% of '44 target)	8,555

2024 Comprehensive Plan Periodic Review Process Introduction

Ms. Tiffany Speir reviewed the process and legal requirements for the 2024 Comprehensive Plan Periodic Review (24CPPR) with Commissioners.

Lakewood, along with every county and city in the state planning under the Growth Management Act (GMA), is required to conduct a "periodic review" (and potential update) of its Comprehensive Plan and development regulations (RCW 36.70A.130(1).) Lakewood's next periodic review must be completed by December 21, 2024; future periodic reviews will be conducted every 10 years. In addition, Lakewood will be required to complete submit an implementation progress report on key outcomes five (5) years after each review and revision of the Comprehensive Plan.

Counties and cities must be up-to-date with the requirements of the GMA, including the periodic update requirements, to be eligible for grants and loans from certain state infrastructure programs.

There are six overall tasks Lakewood must accomplish during the periodic update process:

1. Establish a work program (including a public participation plan) and schedule
2. Review, and revise where needed, relevant plans and regulations
3. Conduct a public engagement program throughout the periodic update process
4. Submit notice to the state
5. Take legislative action on proposed amendments
6. Submit updated Comprehensive Plan to PSRC for certification

Ms. Speir provided an initial work plan schedule to the Commission:

Sept – Oct '22	Oct '22	Nov '22	Oct - Dec '22	Nov '22 – Feb '23
Work program	Community Engagement Plan	City-Co. collaboration & launch community engagement	Review of existing Plan & regulations	Data gathering & analysis; start SEPA review
Feb – Sept. '23	Sept – Dec. '23	Jan' 24	Feb - May '24	May - Jun '24
Staff reports & maps, draft Plan, draft regulations	Planning Commission public hearings and action to recommend	SEPA determination, submit to PSRC	Submit draft to Commerce, start Council review	Council hearings, action to adopt, notify Commerce

City staff would bring updates regarding the 2024 Periodic Review to the Planning Commission for the remainder of 2022 and regularly throughout 2023 and 2024. Action by the Commission would be completed no later than June 2024.

Report from Council Liaison


Councilmember Mr. Paul Bocchi updated Commissioners on the progress of the tree code update at the City Council level.

Reports from Commission Members and Staff

Ms. Speir reminded the Commission that the October 5 meeting would be held in the American Lake Conference Room due to a special City Council meeting occurring at the same time as the Commission meeting.

Next Regular Meeting would be held as a hybrid in-person/ZOOM meeting on October 5, 2022.

Meeting Adjourned at 8:15 p.m.


Don Daniels, Chair
Planning Commission 10/05/2022


Karen Devereaux, Recording Secretary
Planning Commission 10/05/2022

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: October 17, 2022	TITLE: AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending the Lakewood Critical Areas Regulations located in Lakewood Municipal Code Title 14, LMC Chapter 2.48, and LMC Sections 18A.60.030-.070, 18A.60.110, 18A.70.140, 18A.70.300-350, 18A.80.060, 18B.200.230, 18B.600, 18B.700.720, 18C.200.230, 18C.600, and 18C.700.720 related to the Tree Preservation Code.	TYPE OF ACTION: <u>X</u> ORDINANCE NO. 775 ___ RESOLUTION NO. ___ MOTION NO. ___ OTHER
REVIEW: August 6, 2022 August 22, 2022 September 6, 2022 September 12, 2022 September 26, 2022 October 10, 2022	ATTACHMENTS: Draft Ordinance 775	

SUBMITTED BY: Tiffany Speir, Long Range & Strategic Planning Manager through Dave Bugher, Assistant City Manager for Development Services and John Caulfield, City Manager.

RECOMMENDATION: It is recommended that the City Council adopt Ordinance 775.

DISCUSSION: Since the Council passed Resolution 2021-15 to form a Tree Advisory ad hoc Committee earlier this year, the City has conducted Ad hoc Committee, Planning Commission and City Council meetings to prepare an ordinance with recommendations to update the City's Tree Preservation Code located at LMC 18A.70.300- 330 as well as related code sections in Titles 2, 14, 18A, 18B and 18C and to consider establishing a City urban forestry program.

Discussion continued on the following page.

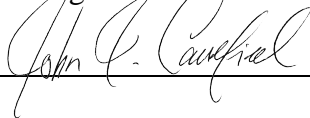
ALTERNATIVE(S): The Council could take no action on Ordinance 775. The Council could also amend the Ordinance.

FISCAL IMPACT: This Ordinance would result in code updates that would require additional human and financial resources to implement. Need for an associate planner and an on-call certified arborist has been identified. The cost for both positions (\$115,000 and \$35,000 per year, respectively) will be funded through the tree program fees, to be established as part of the City's Master Fee Schedule. In addition, a cost of \$35,000 for oak tree mitigation planning has been identified in 2023. Further details about these estimated costs are included in the materials provided to the Council for the 2023-2024 biennial budget.

Prepared by
Tiffany Speir, Long Range & Strategic Planning
Manager

Department Director
Dave Bugher

City Manager Review



DISCUSSION Continued

The City Council held a public hearing on the Planning Commission recommendation on September 6. Since then, the Council has considered the proposed tree code at three additional meetings.

Attached Ordinance 775 reflects the work of the ad hoc Tree Advisory Committee, the Planning Commission, and the City Council in developing this new policy and code structure for tree preservation.

The draft Ordinance reflects amendments to incorporate the discussion had at the October 10 City Council study session regarding:

- utility tree maintenance and pruning (see LMC 14.154.080 (C)(2)(C), 18A.70.310 (C), and 18A.70.320 (B), and 18A.70.330 (B)(1)(a));
- significant tree replacement ratio; and
- the effective date, set at February 15, 2023 to allow for time to set the tree code fee schedule and educate the public about the new code requirements.

Definitions originally proposed to be included in LMC 18A.70.350 have been relocated to LMC 18A.10.180 to be consistent with the structure of Title 18A.

ORDINANCE NO. 775

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending the Lakewood Critical Areas Regulations located in Lakewood Municipal Code Title 14, LMC Chapter 2.48, and LMC Sections 18A.60.030-.070, 18A.60.110, 18A.70.140, 18A.70.300-350, 18A.80.060, 18B.200.230, 18B.600, 18B.700.720, 18C.200.230, 18C.600, and 18C.700.720 related to the Tree Preservation Code.

WHEREAS, the City of Lakewood recognizes that urban trees provide beneficial canopy cover and a multitude of ecosystem services to the community such as filtration of air pollution, stormwater management, wildlife habitat, carbon sequestration and storage, increased quality of life, shade, cooling, and decreased energy consumption; and

WHEREAS, the City of Lakewood recommends that trees are planted, preserved, and protected while also achieving goals for planned smart growth and increased density throughout the city and the region; and

WHEREAS, the City of Lakewood completed an urban tree canopy assessment which revealed that in 2019, 26% of Lakewood was covered by tree canopy, an increase of 0.5% since 2011, and the City has a goal to grow the canopy to 40% by 2050; and

WHEREAS, the City of Lakewood recognizes that urban tree canopy and the associated benefits should be distributed in an equitable manner throughout Lakewood so that all residents, visitors, and businesses can benefit from a healthy and vibrant urban forest; and

WHEREAS, the City of Lakewood strives to be a resilient and sustainable community environmentally, economically, and socially, and that trees help to achieve these goals; and

WHEREAS, the City of Lakewood is a code city planning under the Growth Management Act, codified in RCW 36.70A; and

WHEREAS, the City Council adopted its Tree Preservation Code, LMC 18A.70.300- 330 via Ordinance No. 726 on December 16, 2019; and

WHEREAS, the Lakewood City Council adopted Title 14, Title 18A, Land Use and Development Code, of the Lakewood Municipal Code (LMC) via Ordinance No. 630 on December 7, 2015; and

WHEREAS, on July 6, 2022 The Lakewood City Council adopted Ordinance No. 756 replacing Chapter 10 of the Comprehensive Plan with the Energy and Climate Change Chapter; and

WHEREAS, Chapter 10 of the Comprehensive Plan includes goals related to tree preservation and the urban forest; and

WHEREAS, it is appropriate for the Lakewood City Council to consider and adopt amendments needed to ensure that the Plan and implementing regulations provide appropriate policy and regulatory guidance for growth and development; and

WHEREAS, the Lakewood City Council passed Resolution 2021-15 to form a Tree Advisory ad hoc Committee to review the tree preservation code and associated municipal code chapters and forward its recommendations onto the Planning Commission; and

WHEREAS, the Tree Advisory Ad hoc Committee met on seven (7) occasions between March-April, 2022; and

WHEREAS, at the conclusion of its meetings, the Ad hoc Committee created a framework report to provide advice to the Lakewood Planning Commission; and

WHEREAS, the Planning Commission reviewed the existing City tree preservation code and the Tree Advisory Ad hoc Committee recommendations on May 4th, May 18th, June 1st, June 8th and June 15th; and

WHEREAS, on June 15, 2022 the Planning Commission set a public hearing date of July 6, 2022; and,

WHEREAS, public notice of the Planning Commission Public Hearing was provided pursuant to Lakewood Municipal Code 18A.20.310 on June 15th and through post cards that were mailed to every Lakewood resident on June 1st; and

WHEREAS, the Lakewood Planning Commission held an open record public hearing on July 5, 2022; and

WHEREAS, on July 20, 2022 the Planning Commission forwarded recommendations to the City Council via Planning Commission Resolution 2022-07; and

WHEREAS, on July 21, 2022 the City issued a Determination of Non-Significance (DNS) for the draft code; and

WHEREAS, on July 25, 2022 the City provided notice of the intent to adopt code revisions to the Department of Commerce for review consistent with Growth Management Act requirements, requesting a review period of 55 days; and

WHEREAS, the City Council reviewed the Ad hoc Committee and Planning Commission recommendations on August 6, 2022 and August 22, 2022; and

WHEREAS, the City Council held a duly noticed public hearing per Lakewood Municipal Code 18A.20.310 on September 6, 2022; and

WHEREAS, an updated DNS was issued on October 14, 2022; and

WHEREAS, the City Council desires to encourage future development in the City of Lakewood consistent with the City's vision and Comprehensive Plan; and

WHEREAS, the Lakewood City Council finds that the proposed amendments further the goals and policies of the Comprehensive Plan and promote the community's overall health, safety, and welfare.

NOW, THEREFORE, THE LAKEWOOD CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Adoption of Amendments to the Lakewood Municipal Code.

Amendments to the City's land use and development regulations are adopted as summarized below and included in full in Exhibit A, attached hereto:

- Chapter 2.48 related to the Protection and Preservation of Landmarks to establish a Heritage Tree Program
- Title 14 to establish Provisions for the Protection of Priority Oregon White Oak Trees and Woodlands and create a new definition for "feasible".
- Title 18A.70.300-.350 to update the City's Tree Preservation Code
- Sections 18A.60.030-.070, 18A.60.110, 18A.70.140, 18A.80.060, 18B.200.230, 18B.600, 18B.700.720, 18C.200.230, 18C.600, and 18C.700.720 to establish incentives to encourage tree preservation in all zones.

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. This Ordinance shall be in full force and effect on February 15, 2023.

ADOPTED by the City Council this 17th day of October, 2022.

CITY OF LAKEWOOD

Jason Whalen, Mayor

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

EXHIBIT A
Amendments to Lakewood Comprehensive Plan and Municipal Code

Sections and portions of sections of the Lakewood Comprehensive Plan and Municipal Code not included below remain unchanged and in effect.

Lakewood Comprehensive Plan

Goals and Policies

3.12.6 Urban Forestry

GOAL LU-60: Institute an urban forestry program to preserve significant trees, promote healthy and safe trees, and expand tree canopy coverage throughout the City.

Policies:

- LU-60.1: Establish an urban forestry program for the City.
- LU-60.2: Promote planting and maintenance of street trees.
- LU-60.3: Provide for the retention of significant tree stands and the restoration of tree stands within the City.
- LU-60.4: Work towards a citywide goal of 40% tree canopy cover by the year 2050. Consider opportunities to increase canopy and environmental equity when evaluating tree canopy distribution.

Lakewood Municipal Code

Chapter 2.48

PROTECTION AND PRESERVATION OF LANDMARKS

Sections:

- | | |
|-----------------|--|
| 2.48.010 | Purpose. |
| 2.48.020 | Definitions. |
| 2.48.030 | Landmarks and Heritage Advisory Board created. |
| 2.48.035 | Powers of Lakewood Landmarks and Heritage Advisory Board. |
| 2.48.040 | Designation criteria. |
| 2.48.050 | Nomination procedure. |
| 2.48.060 | Designation procedure. |
| 2.48.070 | Certificate of appropriateness procedure. |
| 2.48.080 | Evaluation of economic impact. |
| 2.48.090 | Appeal procedure. |
| 2.48.110 | Penalties for violating this chapter. |
| 2.48.120 | Special valuation for historic properties. |
| 2.48.130 | Severability. |
| 2.48.140 | Retroactive approval of acts. |
-
- | | |
|-----------------|------------------------------|
| 2.48.040 | Designation criteria. |
|-----------------|------------------------------|

D. A tree may be designated as a heritage tree due to its historical, cultural, or environmental significance to the community. The purpose of the heritage tree designation is to ensure additional measures of protection and maintenance for trees with unique characteristics, historical importance, or cultural significance. The nomination and designation process shall follow LMC 2.48.050 and LMC 2.48.060. Heritage trees are not

subject to LMC 2.48.070. All heritage trees shall be retained unless allowed to be removed per Article III Tree Preservation.

A complete application for heritage tree nomination and designation shall include the following information:

1. A short description of the tree(s), including the address or location, species, and size (height, crown spread, and DBH);
2. Reason for designation as a heritage tree(s) including special characteristics of the tree and/or site; and
3. A report completed by an ISA Certified Arborist to identify the tree's characteristics, current condition, and maintenance needs.

Title 14 ENVIRONMENTAL PROTECTION

Chapters:

14.02	Environmental Rules and Procedures
14.142	Critical Areas and Natural Resource Lands Authority, Intent, and General Provisions
14.146	Geologically Hazardous Areas
14.150	Aquifer Recharge Areas
14.154	Fish and Wildlife Habitat Areas
14.158	Flood Hazard Areas
14.162	Wetlands Areas
14.165	Definitions

14.154.030 Habitat protection standards.

A. *Education and Information.* A voluntary education program to explain the need for and methods of habitat management will help provide for long-term protection and enhancement of critical fish and wildlife habitat areas. By informing citizens of the declining populations of several fish and wildlife species in Pierce County, the diminishing animal habitat available, and the management techniques that individuals can use to preserve and restore fish and wildlife habitat areas, the City can foster good stewardship of the land by property owners.

1. The Department will provide educational materials and lists of additional sources of information to applicants proposing regulated activities in the vicinity of critical fish and wildlife habitat areas. Materials will be selected from a variety of state and local resources.
2. The Department will accumulate information on the number of proposed activities associated with fish and wildlife habitat areas as identified by this chapter and indicated by County maps to be in the vicinity of identified critical fish and wildlife habitats pursuant to LMC 14.154.020. Information shall include the number of single-family residences and other development occurring in the vicinity of critical fish and wildlife areas. Based on this information, additional regulations may be developed.

B. *Use of Existing Procedures and Laws, Biological Assessments.* The primary procedures used to implement this chapter shall include this chapter itself, the City's Land Use and

Development Code, the State Environmental Policy Act (Chapter 43.21C RCW), the City's environmental regulations, the State Shoreline Management Act (Chapter 90.58 RCW), and the City's shoreline management regulations.

Regulated activities subject to environmental review shall be reviewed with consideration for impacts on critical fish and wildlife habitat as identified in this title. The Community Development Director may require a biological assessment prepared by a qualified wildlife biologist whenever the Director finds that a project site may contain, affect, or be affected by, species or habitats designated in this chapter. Biological assessments shall be prepared in accordance with LMC 14.154.050(B), and are subject to the review and approval of the Director.

Projects undergoing review for fish and wildlife considerations shall be routed to the Washington Department of Fish and Wildlife, the Washington Department of Ecology, the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers and any other appropriate state and federal agencies. These agencies will have an opportunity to provide specific habitat information on proposed development sites, advise the City of their jurisdiction and applicable permit requirements, and suggest appropriate project modifications and/or other mitigation.

The City shall give substantial weight to the management recommendations contained in the Washington Department of Fish and Wildlife Priority Habitats and Species Program; ~~particularly the management recommendations for Oregon white oak woodlands.~~

14.154.080 Provisions for Priority Oregon white oak trees and woodlands

A. No person shall willfully remove, top, damage, destroy, break, injure, mutilate or kill any Priority Oregon white oak trees and woodlands except as allowed by this chapter.

B. During building or construction operations, suitable protective measures in LMC 18A.70.320(1) shall be erected around Oregon white oak trees, stands, or woodlands which may be subject to injury.

C. The following activities may be permitted regarding Priority Oregon white oak trees and woodlands:

1. Removal of diseased trees and trees that present an imminent threat to properties with an approved tree removal permit. The Director may require a written report by a certified arborist assessing the condition of any tree that is purported to be diseased or hazardous. Tree replacement is required at a 2:1 ratio per LMC 18A.70.330.

2. Trimming. Trimming shall be granted when it is determined:

(a) That trimming is needed for safety or public welfare or to remove diseased or dead branches; or

(b) That branches hang over an existing building or interfere with utility lines or right-of-way access.

(c) Utility pruning shall be conducted in accordance with the latest edition of the United States Department of Agriculture's Publication NA-FR-01-95 *How to Prune Trees* available at

https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fsbdev7_016046.pdf,
except that tree pruning for utilities shall be conducted in accordance with the latest edition of the International Society of Arboriculture's Best Management Practices – Utility Pruning of Trees, available at
<https://www.seattle.gov/light/vegetation-management/docs/Acrobat%20Document.pdf>.

3. Single Family Property. If the presence of the Priority Oregon white woodland renders the development of a house or permitted accessory structure infeasible, and the application of incentives in LMC 18A.70.320¹ is insufficient to result in a feasible development, the City may allow removal or trimming of a Priority Oregon white oak trees and woodlands in order to allow a maximum building footprint of one thousand five hundred (1,500) square feet for a single family residence, 1,000 square feet for an accessory dwelling unit, and 1000 square feet for a detached garage. Additional impervious area for the driveway will be permitted which provides the shortest and most direct access to the house with minimal encroachment or impact into the critical area. The proposal shall demonstrate prior tree removal has met Article III of Chapter 18A.70 LMC in effect at the time, the proposal results in the least possible impact to the critical area to achieve a feasible development, and includes mitigation to offset any impacts to critical areas consistent with the provisions of this chapter and in accordance with a report prepared by a qualified biologist or certified arborist. The City may require a third-party review of the report at the applicant's expense. A minimum 2:1 replacement ratio shall be applied. See required findings in Subsection C.5. If a proposal does not meet the parameters of this paragraph see Subsection D.

4. Commercial, Industrial, Multifamily, Institutional or Other Development. On non-single-family properties where Priority Oregon white oak trees and woodlands does not exceed 1 acre in size contiguous and the application of incentives in LMC 18A.70.320 is insufficient to result in a feasible development², the City may allow for removal or trimming of a Priority Oregon white oak trees and woodlands to accommodate a legal use of the property with the least possible impact to the critical area, provided no clearing of trees occurred prior to the application for a land use permit in violation of Article III of Chapter 18A.70 LMC in effect at the time, and provided mitigation is instituted consistent with a report prepared by a qualified biologist or certified arborist. The City may require a third-party review of the report at the applicant's expense. A minimum 2:1 replacement ratio shall be applied. See required findings in Subsection C.5. If a proposal does not meet the parameters of this paragraph see Subsection D.

5. Required findings. To approve a proposal for a single family home in paragraph 3 or other non-single family development in paragraph 4, the Director shall find:

(a) The application of incentives in LMC 18A.70.320¹ is insufficient to result in a feasible development.

(b) The development results in the least possible impact to the critical area to achieve a feasible development that accommodates a legal use of the property.

¹ For example, building setbacks, parking standard adjustments, height/density bonuses, etc.

(c) The report and mitigation prepared by a qualified biologist or certified arborist demonstrates to the satisfaction of the Director that mitigation addresses impacts to Priority Oregon white oak trees and woodlands consistent with the provisions of this chapter. The report and mitigation consider the Washington Department of Fish and Wildlife Priority Habitats and Species Program management recommendations for Oregon white oak woodlands. The report has been reviewed by either the Washington Department of Fish and Wildlife through SEPA review and/or a qualified biologist or certified arborist at the applicant's expense as required by the Director.

(d) Prior tree removal has met Article III of Chapter 18A.70 LMC in effect at the time.

D. If the application of this section would deny all reasonable use of property, the applicant may apply for a reasonable use exception pursuant to LMC 14.142.080.

Chapter 14.165

DEFINITIONS

Sections:

14.165.010

Definitions.

"Feasible" means, for the purpose of this chapter, that an action, such as a development project, mitigation, or preservation requirement, meets all of the following conditions: (a) The action can be accomplished with technologies and methods that have been used in the past in similar circumstances, or studies or tests have demonstrated in similar circumstances that such approaches are currently available and likely to achieve the intended results; (b) The action provides a reasonable likelihood of achieving its intended purpose; and (c) The action does not physically preclude achieving the project's primary intended legal use. In cases where the chapter requires certain actions unless they are infeasible, the burden of proving infeasibility is on the applicant. In determining an action's infeasibility, the Director may weigh the action's relative public costs and public benefits, considered in the short- and long-term time frames.

"Reasonable use" means a legal concept articulated by federal and state courts in regulatory takings cases. In a takings case, the decision-maker must balance the public's interests against the owner's interests by considering the nature of the harm the regulation is intended to prevent, the availability and effectiveness of alternative measures, and the economic loss borne by the owner. Public interest factors include the seriousness of the public problem, the extent to which the land involved contributes to the problem, the degree to which the regulation solves the problem, and the feasibility of less oppressive solutions.

"Reasonable use exception" means a process by which the City will consider an applicant's request for relief from critical area regulations if the applicant demonstrates that strict application of critical area regulations would deny all reasonable use of a property.

Title 18A LAND USE & DEVELOPMENT CODE
Chapter 18A.10 BASIC PROVISIONS

Sections:

18A.10.010 Title.
18A.10.020 Purpose.
18A.10.030 Scope.
18A.10.040 Rules of code interpretation.
18A.10.050 Computation of time.
18A.10.060 Measurements.
18A.10.070 Interpretations.
18A.10.080 Authority and comprehensive plan consistency.
18A.10.090 Comprehensive plan amendments.
18A.10.100 General requirements.
18A.10.110 Severability.
18A.10.120 Establishment of zoning districts.
18A.10.125 JBLM AICUZ in relation to land use zones.
18A.10.130 Establishment of overlay districts.
18A.10.135 Establishment of military influence area.
18A.10.135.1 Purpose.
18A.10.135.2 Applicability.
18A.10.135.3 Definitions.
18A.10.135.4 Administration.
18A.10.135.5 Coordinating officials.
18A.10.135.6 Lakewood Military Coordination and Notice Area (MCNA).
18A.10.135.7 Coordination between the City of Lakewood and JBLM.
18A.10.135.8 Light emissions.
18A.10.135.9 Notice to property owners.
18A.10.135.10 Compatible use standards.
18A.10.135.11 Property records and GIS.
18A.10.135.12 No delegation of local authority.
18A.10.140 Establishment of subareas.
18A.10.150 Adoption of City-wide and subarea zoning maps.
18A.10.160 Boundaries – Administrative determination.
18A.10.170 Boundaries – Planning Commission recommendation – City Council determination.
18A.10.175 Reasonable accommodation.
18A.10.180 Definitions.

18A.10.180 Definitions

“ANSI A300” means the industry standards for tree care in the United States.

“Certified Arborist” means a specialist in the care and maintenance of trees who is certified by and in good standing with the International Society of Arboriculture (ISA).

“Critical Root Zone” (CRZ) means the area of soil around a tree where the minimum amount of roots considered critical to the structural stability or health of the tree are located.

CRZ can be determined using the dripline of the tree.

“DBH” is an acronym meaning tree diameter at breast height measured at 4.5 feet above ground. For multi-trunked trees, DBH is the total of all individual trunks added together.

“Dripline” means the outermost edge of a tree’s canopy. When viewed from above, the drip line will appear as a line that follows the contour of the tree’s branches. At a minimum, the drip line is a circle whose diameter is 15 times a tree’s DBH.

“Malicious cutting” occurs when a person willfully and without permit removes a significant or heritage tree, or otherwise injures, cuts, or tops a significant or heritage tree to the extent that the tree’s survival is compromised, according to Best Management Practices as determined by a Certified Arborist. Removing more than 1/3 of the tree's canopy during a single growing season will always constitute malicious cutting.

“Pruning” means removing branches from a tree to achieve a specified objective using approved practices according to ANSI A300 industry standards.

“Root Pruning” means removing roots from a tree to achieve a specified objective using approved practices according to ANSI A300 industry standards.

A “stand” of trees means two or more trees whose canopies, driplines, and/or critical root zones are adjacent, touching, or overlapping.

“Topping” means using inappropriate pruning techniques to reduce tree size that may result in unnecessary risk, tree stress, or decay.

“Tree protection plan” means an annotated and scaled drawing demonstrating compliance with tree protection specifications for construction operations as identified in this section.

“Trimming” means detaching a limb, branch, or root from a tree. Trimming shall include pruning and cutting.

Chapter 18A.60 SITE PLANNING AND GENERAL DEVELOPMENT STANDARDS

18A.60.030 Residential area and dimensions.

B. Tree Preservation Incentives.

1. The Director may reduce a rear yard and/or side yard building setback to compensate for significant or heritage tree preservation provided that the setback is not reduced more than five (5) feet, is no closer to the property line than three (3) feet, is the minimum reduction required for tree preservation, and complies with LMC 18A.60.100 Building transition area.

2. The Director may increase the amount of allowable impervious surface by 5% to compensate for the preservation of a significant or heritage tree.

18A.60.040 Commercial area and dimensions.

B. Tree Preservation Incentives.

1. The Director may increase the amount of allowable impervious surface by 5% to compensate for the preservation of a significant or heritage tree.

18A.60.070 Open space area and dimensions.

B. Tree Preservation Incentives.

1. The Director may reduce a rear yard and/or side yard building setback to compensate for significant or heritage tree preservation provided that the setback is not reduced more than five (5) feet, is no closer to the property line than three (3) feet, is the minimum reduction required for tree preservation, and complies with LMC 18A.60.100 Building transition area
2. The Director may increase the amount of allowable impervious surface by 5% to compensate for the preservation of a significant or heritage tree.

18A.60.110 Density standards.

The permitted number of dwelling units or lots shall be determined as follows:

- A. The maximum density of each zoning district shall be the maximum number of dwelling units allowed per gross area of an acre, excluding accessory dwelling units. Maximum density shall be expressed as a ratio (e.g., three (3) dwelling units per acre).
- B. The minimum lot size shall not determine maximum density. Maximum density shall not be exceeded, except as allowed by the provisions of LMC 18A.10.060.
- C. Gross area is the total sum area of the lot, including easements, and wetlands, streams, shorelines, and other critical areas. The required critical area buffers and all legally recorded private access easements shall not be subtracted from the gross acre for the purpose of dwelling unit calculations. See Figure 8 below for reference.



D. For multi-family uses, maximum density may increase by 1 unit for each significant tree preserved on a property that is located in the Downtown District (not to exceed of more than 20% of the total allowable units).

E. Bonus density, where applicable, shall be computed by adding the bonus units authorized by LMC 18A.90.050 to the base units computed under this section.

F. For multi-family use types, maximum density may increase by 1 unit for each significant tree preserved on a property that is located in a census tract with a tree equity score of under the City's average score of 69 (not to exceed of more than 20% of the total allowable units).

E.G. When calculations result in a fraction, the fraction shall be rounded down to the nearest whole number as follows:

1. Fractions of 0.50 or above shall be rounded up; and
2. Fractions below 0.50 shall be rounded down.

18A.70.150 Landscaping types.

A. The landscaping types are intended to provide a basic list of landscaping standards that may be applied within a proposed project as necessary to provide for the intent of the comprehensive plan.

1. *Type I, Vegetative Buffer.* A combination of landscaping, evergreen and deciduous trees, and fencing that provides a substantial visual barrier between uses and creates an impression of separation of spaces along an interior property line. The following standards shall be applied:

- a. Landscaping strip shall be a minimum of eight (8) feet in width, and shall be increased to ten (10) feet in width and fifteen (15) feet in width as required by LMC

18A.70.160, Landscaping regulations by zoning district.

- b. Depending on the use, a sight-obscuring barrier may be required to be placed within the landscaping strip to consist of:
 - i. Fence/wall five (5) feet in height, or
 - ii. A medium shrub barrier (hedge) which is of such a density as to provide a solid visual barrier.
- c. One (1) evergreen or deciduous tree is required per twenty (20) linear feet of landscaping strip. Trees shall be spaced at intervals not greater than twenty (20) feet on center along the full extent of the landscaping strip. No more than sixty (60) percent of the trees may be deciduous.
- d. The percentage of evergreen trees allowed may be further reduced at the discretion of the Director to address public safety concerns.
- e. *Shrubs.*
 - i. Two (2) medium shrubs are required per six (6) linear feet of landscaping strip and placed no greater than four (4) feet on center.
 - ii. Three (3) low shrubs are required per six (6) linear feet of landscaping strip and placed no greater than three (3) feet on center.
 - iii. Shrubs shall be placed along the entire length of the landscaping strip as to provide vegetative cover.
- f. Vegetative groundcover.
- g. Landscaping shall be placed along the entire length of the landscaping strip so as to provide a vegetative buffer. These are minimum standards; additional landscaping may be required if, in the determination of the Director, the proposed landscaping plan does not provide effective separation and screening.
- h. A credit of one and one-half square feet of vegetative buffer shall be given for every square foot of area devoted to new or the preservation of Oregon white oak tree use.

CHAPTER 18A.70 COMMUNITY DESIGN, LANDSCAPING AND TREE PRESERVATION

Article III. TREE PRESERVATION

18A.70.300 Purpose.

This article promotes tree preservation by protecting the treed environment of the City of Lakewood by regulating the removal of significant trees and providing incentives to preserve trees that, because of their size, species, or location, provide special benefits. Tree preservation is an essential strategy for meeting Lakewood's citywide goal of 40% tree canopy cover by the year 2050. Tree preservation protects and enhances critical areas, facilitates aquifer recharge, reduces erosion and storm water runoff, and helps to define public and private open spaces. [Ord. 726 § 2 (Exh. B), 2019.]

18A.70.310 Tree removal applicability/exemptions.

The requirements for tree preservation shall be provided in accordance with the development standards of each individual zoning district and the provisions of this section, and are applicable to all zoning districts. Subsections (A) through (C) do not apply to Oregon white oaks or trees located within the shoreline buffers subject to the shoreline master program (SMP). Refer to LMC 18A.70.330 for Oregon white oak protection standards. Refer to Chapter 3, Section B.8 Shoreline Vegetation Conservation of the SMP for tree protection standards within shoreline buffers.

A. Lots of less than ten thousand (10,000) square feet in single-family residential zones are exempt from this chapter, except:

1. In the case of a short subdivision or subdivision per LMC 18A.70.320.C.3.b.i., or
2. For those lots that contain Oregon white oak trees where specific tree preservation is required in LMC 18A.70.330, or
3. Where specific tree preservation is required as a mitigation measure under SEPA, or
4. ~~in the event a permit is not required for the establishment of a use, the standards of this section shall still apply.~~

B. Removal of nonsignificant trees that are not protected by any other means is exempt from this chapter.

C. *Removal of Trees in Association with Right-of-Way and Easements.* Tree removal by a public agency or a franchised utility within a public right-of-way or upon an easement, for the purpose of installing and maintaining water, storm, sewer, power, gas or communication lines, or motorized or nonmotorized streets or paths when pruning is not sufficient to alleviate the interference condition is exempt from this chapter.

Notification to the City by the public agency or franchised utility is required prior to tree maintenance or removal within City rights-of-way.

Topping is prohibited. Utility pruning shall be conducted in accordance with the latest edition of the United States Department of Agriculture's Publication NA-FR-01-95 *How to Prune Trees* available at https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fsbdev7_016046.pdf, except that tree pruning for utilities shall be conducted in accordance with the latest edition of the International Society of Arboriculture's Best Management Practices – Utility Pruning of Trees available at <https://www.seattle.gov/light/vegetation-management/docs/Acrobat%20Document.pdf>.

D. *Emergency Removal.* Any number of hazardous protected and nonprotected trees may be removed under emergency conditions. Emergency conditions include immediate danger to life or dwellings or similar stationary and valuable property, including the presence of a target. Emergency removal may occur and all the following conditions shall be met:

1. The City is notified the following business day of the unpermitted action;

2. Visual documentation (i.e., photographs, video, etc.) is made available; and
3. The felled tree remains on site for City inspection.
4. Replacement required.
 - a. Nonsingle-family use: The property owner will be required to provide replacement trees as established in LMC 18A.70.320(~~G~~I), Replacement.
 - b. Single-family use: The property owner will not be required to provide replacement trees.
5. Should the City determine that the tree(s) did not pose an emergency condition, the owner shall be cited for a violation of the terms of this chapter. [Ord. 726 § 2 (Exh. B), 2019.]

18A.70.320 Significant tree preservation.

- A. *Standards.* Significant tree preservation shall be required for any project permit.
 1. A significant tree is an existing tree which:
 - a. When measured at four and one-half (4.5) feet above ground, has a minimum diameter of nine (9) inches for evergreen trees and deciduous trees;
 - b. When measured at four and one-half (4.5) feet above ground, has a minimum diameter of four (4) inches for Oregon white oaks (also known as Garry oaks); and
 - c. Regardless of the tree diameter, is determined to be significant by the Director due to the uniqueness of the species or provision of important wildlife habitat.
 2. *Tree Measurement.* For the purposes of this section, existing trees are measured by diameter at four and one-half (4.5) feet above ground level, which is the usual and customary forest standard. Replacement trees are measured by diameter at six (6) inches above ground level, which is the usual and customary nursery standard.
 3. *Damaged or Diseased Trees.* Trees will not be considered “significant” if, following inspection and a written report by a registered landscape architect, certified nursery professional or certified arborist, and upon review of the report and concurrence by the City, they are determined to be:
 - a. Safety hazards due to root, trunk or primary limb failure;
 - b. Damaged or diseased, and do not constitute an important wildlife habitat. At the discretion of the City, damaged or diseased or standing dead trees may be retained and counted toward the significant tree requirement, if demonstrated that such trees will provide important wildlife habitat and are not classified as a safety hazard.

Damaged or diseased trees oak shall comply with LMC 18A.70.310.D.4 and LMC 18A.70.330.B.1.a.1.iii replacement requirements.

4. *Preventive Measure Evaluation.* An evaluation of preventive measures by an arborist in

lieu of removing the tree and potential impacts of tree removal may be required. If required, this evaluation shall include the following measures:

- a. Avoid disturbing tree: Avoid disturbing the tree at all unless it represents a hazard as determined by an arborist;
- b. Stabilize tree: Stabilize the tree, if possible, using approved arboricultural methods such as cable and bracing in conjunction with other practices to rejuvenate the tree such as repairing damaged bark and trunk wounds, mulching, application of fertilizer, and improving aeration of the tree root zones;
- c. Pruning: Remove limbs from the tree, such as removing dead or broken branches, or by reducing branch end weights. If needed, remove up to one-quarter (1/4) of the branches from the canopy and main trunk only in small amounts, unless greater pruning is needed by approval of the arborist;
- d. Wildlife tree: Create a wildlife tree or snag, or cut the tree down to a safe condition, without disturbing the roots, where the tree no longer poses a hazard. To create snags, remove all branches from the canopy, girdle deciduous trees, and leave the main trunk standing. Wildlife trees or snags are most appropriate in City parks, greenbelts, vacant property, and environmentally critical areas;
- e. Steep slopes: Removal of tree roots on steep slopes may require a geotechnical evaluation;
- f. Creeks and lakes: Trees fallen into creeks and lakes are to remain in place unless they create a hazard; and
- g. Provide professional recommendations on:
 - i. The necessity of removal, including alternative measures to removal;
 - ii. The lowest-impact approach to removal;
 - iii. A replacement tree plan, if required.

- B. Trimming. Trimming of tree limbs and branches for purposes of vegetation management is permitted, provided the trimming does not cause the tree to be a safety hazard.

Utility pruning shall be conducted in accordance with the latest edition of the United States Department of Agriculture's Publication NA-FR-01-95 *How to Prune*

Trees available at

https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fsbdev7_016046.pdf, except that tree pruning for utilities shall be conducted in accordance with the latest edition of the International Society of Arboriculture's Best Management Practices – Utility Pruning of Trees, available at <https://www.seattle.gov/light/vegetation-management/docs/Acrobat%20Document.pdf>.

- C. *Preservation Criteria.* All significant trees shall be preserved according to the following criteria:

~~1. *Perimeter Trees.* All significant trees within twenty (20) feet of the lot perimeter or required buffer, whichever is greater, shall be preserved; except that significant trees may be removed if required for the siting and placement of driveway and road access, buildings, vision clearance areas, utilities, sidewalks or pedestrian walkways, or storm~~

~~drainage facilities and other similar required improvements, subject to the discretion of the Director.~~

~~This requirement shall not apply to single-family residential lots less than seventeen thousand (17,000) square feet in size, where no specific tree preservation is required.~~

1. *Maximum Tree Removal on Developed Properties.* Significant trees on existing single-family lots may be removed with a tree removal permit and without tree replacement, except Oregon white oaks which are regulated by LMC 18A.70.330, based on the following: ~~Existing single-family lots: Except for Oregon white oaks which are regulated by section 18A.70.330, significant trees may be removed with a permit based on the following:~~

<u>Maximum Tree Removal on Existing Single-Family Lots</u>		
<u>Lot Size</u>	<u>Maximum number of significant trees allowed to be removed in 1 year</u>	<u>Maximum number of significant trees allowed to be removed in 5 years</u>
<u>*Lots up to 10,000 sq. ft.</u>	<u>N/A</u>	<u>N/A</u>
<u>Lots 10,001 to 30,000 sq. ft.</u>	<u>2</u>	<u>4</u>
<u>Lots 30,001 sq. ft. or greater</u>	<u>4</u>	<u>8</u>
<u>*LMC 18A.70.310(A) states that single-family lots up to 10,000 sq. ft. are exempted from tree preservation requirements.</u>		

2. *Perimeter Trees.* All significant trees within twenty (20) feet of the lot perimeter or required buffer, whichever is greater, shall be preserved; except that significant trees may be removed if required for the siting and placement of driveway and road access, buildings, vision clearance areas, utilities, sidewalks or pedestrian walkways, or storm drainage facilities and other similar required improvements, subject to the discretion of the Director.

3. *Interior Trees.* A percentage of all significant trees within the interior of a lot, excluding the perimeter area, shall be preserved within the applicable zoning district.

a. For new single-family residential development including a single-family dwelling on an individual lot, multifamily residential development, and public/quasi-public institutional development, fifty (50) percent of the significant trees located within the interior area of the lot shall be retained.

b. For new residential short subdivision or subdivision, all significant trees shall be retained and preserved except those required to be removed in order to construct streets, utilities, or other on-site improvements. Tree retention shall thereafter be provided on a lot-by-lot basis as the individual lots are developed. A tree survey shall be included as part of the subdivision application and a tree retention plan shall be recorded on the face of the plat to require compliance with this provision.

i. For any site proposed to be developed or cleared, at least 50 percent of significant trees located outside the net buildable area plus any approved development footprint of the lot shall be retained if they are rated in good condition or better by an ISA Certified Arborist.

c. For commercial and industrial development, ten (10) percent of the significant trees located within the interior area of the lot, or individual lots in the case of subdivisions, shall be retained.

d. In Open Space and Recreation zones, ninety-five (95) percent of the significant trees located within the interior area of the lot shall be retained unless otherwise determined by the Director.

4. *SEPA Requirements.* Additional or specific tree retention may be required as SEPA mitigation in addition to the requirements of this section.

D. Tree Removal Permit Required. Approval is required prior to the removal of any significant tree (as described in LMC 18A.70.320.A) in accordance with the following:

E. Tree Permits for Single-Family Residential Land Uses or Any Use When Not Associated with a Project Permit/Plan.

1. Criteria:

- a. The applicant shall submit a complete application using the form provided and kept by the City.
- b. The applicant shall confirm that the proposal complies with the requirements of Article III. Tree Preservation.

2. Permit review process:

- a. Applications and all submitted information will be verified and approved by City staff administratively.
- b. If an application does not comply with any requirement in this section, the permit is subject to additional review by an ISA Certified Arborist and/or City staff. A Tree retention plan may be required.
 - i. The Director shall review and may approve, approve with modifications, or deny a tree retention plan subject to the provisions of this section.

F. Tree Permits for Non-Single-Family Residential Land Uses or Any Use When Associated with a Project Permit/Plan.

1. Submit a tree retention plan that consists of a tree survey that identifies the location, size and species of all significant trees on a site and any trees over three (3) inches in diameter at four and one-half (4.5) feet above ground level that will be retained on the site.

- a. The tree survey may be conducted by a method that locates individual significant trees, or
- b. Where site conditions prohibit physical survey of the property, standard timber cruising methods may be used to reflect general locations, numbers and groupings of significant trees.

c. Oregon white oaks that are to be retained on the site shall be indicated on the site plan with critical root zone protection per LMC 18A.70.330.

d. All other trees required to be preserved based on the preservation criteria in LMC 18A.70.320.C shall be indicated in the site plan.

2. The tree retention plan shall also show the location, species, and dripline of each significant tree that is intended to qualify for retention credit, and identify the significant trees that are proposed to be retained, and those that are designated to be removed.

3. The applicant shall demonstrate on the tree retention plan those tree protection techniques intended to be utilized during land alteration and construction in order to provide for the continued healthy life of retained significant trees.

4. If tree retention and/or landscape plans are required, no clearing, grading or disturbance of vegetation shall be allowed on the site until approval of such plans by the City.

G. Heritage Tree Removal. The following criteria pertains only to those trees designated under LMC 2.48.040 D. Heritage Trees

1. A tree removal permit is required for removal of any heritage tree(s);
2. City Staff and an ISA Certified Arborist shall evaluate any heritage trees prior to a decision on the removal permit. Permit approval will be granted if an arborist report demonstrates that alteration or removal is necessary for health and safety, infrastructure operation, protection of existing buildings, or to accomplish reasonable use of property per state law. Recommendations for care, other than removal, will be considered.

H. Construction Requirements.

1. An area free of disturbance, corresponding to the dripline of the significant tree's canopy, shall be identified and protected during the construction stage with a temporary three (3) foot high chain-link or plastic net fence. No impervious surfaces, fill, excavation, storage of construction materials, or parking of vehicles shall be permitted within the area defined by such fencing.

2. At Director's sole discretion, a protective tree well may be required to be constructed if the grade level within ten (10) feet of the dripline around the tree is to be raised or lowered. The inside diameter of the well shall be at least equal to the diameter of the tree spread dripline, plus at least five (5) feet of additional diameter.

3. The Director may approve use of alternate tree protection techniques if the trees will be protected to an equal or greater degree than by the techniques listed above. Alternative techniques must be approved by a registered landscape architect, certified nursery professional or certified arborist, with review and concurrence by the City.

4. If any significant tree that has been specifically designated to be retained in the tree

preservation plan dies or is removed within five (5) years of the development of the site, then the significant tree shall be replaced pursuant to subsection ~~G~~ I of this section.

I. *Replacement.* When a significant tree subject to this section cannot be retained, the tree shall be replaced as a condition for the removal of the significant tree, in accordance with the following:

1. *On-Site Replacement.*

a. Based on DBH Size. Significant trees shall be replaced at a ratio of two to one (2:1) of the total diameter inches of all replacement trees to the diameter inches of all the significant trees removed.

b. Based on Canopy Coverage. The applicant may choose to plant fewer replacement trees than required by option (a) if an ISA Certified Arborist determines in a written report that they will compensate for the canopy lost when they reach maturity and the resulting ratio is no less than 1:1 of all replacement trees to the diameter inches of all the significant trees removed.

c. Based on Carbon Reductions. The applicant may choose to plant fewer replacement trees than required by option (a) if an ISA Certified Arborist determines in a written report that the trees planted and preserved on the property meet the following criteria:

i. Tree species to be planted on the site are selected for their optimal ability to sequester carbon and store it over the course of their lifetime, according to the latest and best science.

1. Applicants shall provide an arborist report that demonstrates carbon sequestration value and calculations.

2. The City will use i-Tree or a similar source provided by the applicant and validated through a third-party arborist, to confirm the data and calculation.

ii. Trees are planted in the optimal locations on the property, relative to the structures, to reduce energy use and therefore avoid CO2 emissions.

iii. The resulting replacement ratio is no less than 1:1 of all replacement trees to the diameter inches of all the significant trees removed.

d. Replacement trees shall be no smaller than three (3) inches in diameter at six (6) inches above ground;

e. Existing healthy trees anywhere on the site which are retained to support the remaining significant trees can be counted against the on-site replacement requirements on a one to one (1:1) basis of the total diameter inches of all replacement trees removed, provided it meets the following criteria:

i. The tree does not present a safety hazard; and

ii. The tree is between three (3) and nine (9) inches in diameter at four and one-half (4.5) feet above ground.

f. For a minimum of five (5) years following completion of tree planting, all replacement trees shall be given the following care at a minimum:

- i. Regular irrigation with deep watering during dry months to ensure proper establishment of the tree's root system.
- ii. Installation and maintenance of natural mulch material in a three (3)-foot circle around the tree, with three (3) inches of depth, and not within three (3) inches of the trunk of the tree. Volcano mulching is an improper tree care method and should not be used.
- iii. Maintenance and pruning using ANSI A300 tree care standards.

2. Each significant tree that is located interior to the twenty (20) foot perimeter area, and which is in excess of ~~fifty (5) percent~~ of the significant tree percentage that ~~are~~ is required to be retained, may be credited towards replacement on a one and one-half to one (1.5:1) basis of the total diameter inches for any perimeter trees required to be removed for development, provided the interior tree is between nine (9) inches and twenty-four (24) inches in diameter for evergreen trees, or between nine (9) inches and thirty (30) inches in diameter for deciduous trees.

3. Each significant tree that is located interior to the twenty (20) foot perimeter area, and which is in excess of the significant tree percentage that is required to be retained, may be credited towards replacement on a two to one (2:1) basis of the total diameter inches for any perimeter trees required to be removed for development, provided it meets one of the following criteria:

- a. The tree exceeds sixty (60) feet in height, or twenty-four (24) inches in diameter for evergreen trees, or thirty (30) inches in diameter for deciduous trees.
- b. The tree is located in a grouping of at least five (5) other significant trees with canopies that touch or overlap.
- c. The tree provides energy savings, through wind protection or summer shading, as a result of its location relative to buildings.
- d. The tree belongs to a unique or unusual species.
- e. The tree is located within twenty-five (25) feet of any critical area or required critical area buffers.
- f. The tree is eighteen (18) inches in diameter or greater and is identified as providing valuable wildlife habitat.

4. *Off-Site Replacement.* When the required number of significant trees cannot be physically retained or replaced on site, the applicant may have the option of:

- a. The planting of the required replacement trees at locations approved by the Director throughout the City. Plantings shall be completed prior to completion of

the project permit requiring tree replacement.

b. Payment in lieu of replacement may be made to the City Tree Fund for planting of trees in other areas of the City. The payment of an amount equivalent to the estimated cost of buying and planting the trees that would otherwise have been required to be planted on site, as determined by the City's Tree Replacement Cost Schedule. Payment in lieu of planting trees on site shall be made at the time of the issuance of any building permit for the property or completion of the project permit requiring the tree replacement, whichever occurs first.

[Ord. 726 § 2 (Exh. B), 2019.]

J. Incentives for Preservation. Significant tree preservation is incentivized as outlined in the following chart. All projects utilizing the following preservation incentives shall demonstrate compliance with LMC 18A.70.320(F) and LMC 18A.70.320(H) to ensure protection of the tree during site construction.

Tree Preservation Incentives			
Incentive	Code Sections	Description	Code Language
<u>Parking Reduction</u>	18A.80.060 Parking Incentives 18B.600 Parking 18C.600 Parking	<u>Allow for alternative standards to protect significant trees, e.g., alter parking dimensional standards or rates.</u>	<u>Credit for Preservation of Significant or Heritage Trees. For every significant tree and/or heritage tree preserved within the property, the required number of parking spaces may be reduced by 0.5 spaces, provided the total reduction does not exceed five (5) percent of the total required parking spaces, when combined with all parking incentive credits.</u>
<u>Density Increase</u>	18A.60.110 Density standards 18B.200.230 District-Wide Development Standards 18C.200.230 District-wide development standards	<u>Increase density if retaining significant trees, with special attention given to areas experiencing the urban heat island effect and/or low tree equity.</u>	<u>For multi-family uses, maximum density may increase by 1 unit for each significant tree preserved on a property that is located in the Downtown District (not to exceed of more than 20% of the total allowable units)</u> <u>Bonus density, where applicable, shall be computed by adding the bonus units authorized by LMC 18A.90.050 to the base units computed under this section.</u> <u>For multi-family use types, maximum density may increase by 1 unit for each significant tree preserved on a property that is located in a census tract with a tree equity score of under the City's average score of 69 (not to exceed of more than 20% of the total allowable units)</u>

<u>Master Plan Flexibility</u>	<u>18B.700.720 Master Planned Development – Town Center Incentive Overlay</u>	<u>Allow flexibility in a master plan if retaining significant and/or heritage trees, with special attention given to areas experiencing the urban heat island effect and/or low tree equity.</u>	<u>Master Planned Development allows flexibility and variation design as long as there is a net benefit to the City. Significant and heritage tree preservation shall be included as a benefit under the Master Planned Development required net benefit findings in LMC 18B.700.720(G)(3)</u>
<u>Landscaping Reduction for Oregon White Oak Preservation</u>	<u>18A.70.150 Landscaping types</u>	<u>Allow for a reduction in the Type I, Vegetative buffer landscaping requirements for the preservation of Oregon white oaks.</u>	<u>A credit of one and one-half square feet of vegetative buffer shall be given for every square foot of area devoted to new or the preservation of Oregon white oak tree use.</u>
<u>Building Setback Reduction</u>	<u>18A.60.030 Residential area and dimensions</u> <u>18A.60.070 Open space area and dimensions.</u>	<u>Allow for a reduction in the rear yard and/or side yard building setback requirements for the preservation of significant trees.</u>	<u>The Director may reduce a rear yard and/or side yard building setback to compensate for significant or heritage tree preservation provided that the setback is not reduced more than five (5) feet, is no closer to the property line than three (3) feet, is the minimum reduction required for tree preservation, and complies with LMC 18A.60.100 Building transition area</u>
<u>Impervious Surface Bonus</u>	<u>18A.60.030 Residential area and dimensions</u> <u>18A.60.040 Commercial area and dimensions</u> <u>18A.60.070 Open space area and dimensions.</u>	<u>Allow an increase in allowable impervious surface on a site where a significant tree is being preserved. Impervious surface cannot be located within the critical root zone of the preserved tree(s)</u>	<u>The Director may increase the amount of allowable impervious surface by 5% to compensate for the preservation of a significant or heritage tree.</u>

K. Enforcement

a. Failure to comply with any lawful order issued under the authority of this title, constitutes a Class 2 civil infraction, as defined in Chapter 1.48 LMC. Any violation of this title which is deemed to be a public nuisance or a danger to the public health and/or safety shall be addressed as specified in Chapter 1.44 LMC.

b. Malicious Cutting. Malicious cutting may result in tripling of the amount of replacement value as provided in LMC [18A.70.320\(G\)\(d\)](#).

18A.70.330 Oregon white oak preservation.

The Oregon white oak, *quercus garryana*, also known as Garry oak, is a native tree designated by Washington Department of Fish and Wildlife as a priority habitat. In Lakewood, individual trees and stands of trees are protected as critical fish and wildlife

habitat area under Chapter 14.154 Fish and Wildlife Habitat Areas.

The requirements for Oregon white oak tree preservation shall be provided in accordance with the development standards of each individual zoning district and the provisions of this section and are applicable to all zoning districts.

A. Priority White Oak Woodlands (as defined in LMC 14.165.010) or trees located within a critical area or buffer, including shoreline buffers subject to the shoreline master program, are subject to the critical areas ordinance LMC Chapter 14.154 and/or Shoreline Master Program.

B. Permits for Oregon white oaks

1. Permits for maintenance, removal, topping

a. Maintenance, removal or topping. Regardless of diameter, a permit for removal or topping may be granted when it is determined by the Director that the Oregon white oak tree is so diseased or damaged that it presents a danger to the public or adjacent property and trimming is inadequate to ameliorate the danger.

Notification ~~via a permit~~ to the City by a public agency or franchised utility is required prior to tree maintenance or removal for the purpose of installing and maintaining water, storm, sewer, power, gas or communication lines, or motorized or nonmotorized streets or paths within City rights-of-way or upon a utility easement. Wherever feasible, dead Oregon white oak trees shall be left as snags for their habitat value.

1. Stands of white oak trees or trees located within a critical area are subject to the critical areas ordinance LMC Chapter 14.154.

2. Individual Oregon white oak trees or stands with average DBH of > 4" may be removed subject to the following conditions:

i. The trees are not located in a critical area, in such case subject to the critical areas ordinance LMC Chapter 14.154

ii. The applicant has demonstrated no alternative siting in order to construct streets, utilities, or other on-site improvements

iii. Tree replacement is required at a 2:1 ratio

C. Construction Operations. During building or construction operations, suitable protective measures listed below shall be implemented around significant Oregon white oak trees to prevent injury:

1. Establish a critical root zone (CRZ) for the tree which at a minimum is a circular area around the tree trunk with a radius of one foot for every one inch in diameter measured at four and one-half feet above grade, subject to the discretion of the director when supported by a certified arborist

2. Install an access deterring fence with a minimum height of three feet around the CRZ that will remain in place till final inspections have been completed.
 3. Post highly visible and legible signs of caution, warning, or do not disturb, which are not less than 12 inches by 12 inches of the restrictions around the tree on the fence or restricted area to help convey the importance of CRZ to workers on site.
 4. No roots greater than four inches in diameter shall be cut, even if such roots are outside the CRZ, subject to discretion of the director when supported by a certified arborist
 5. Make all necessary cuts to tree roots cleanly with sharp tools and under the supervision of a certified arborist or landscape architect.
 6. Construction debris or stockpile construction material shall be done outside the CRZ and away from the tree as practically possible.
 7. The soil composition in and around the CRZ shall not be disturbed or altered during project construction.
 8. Change in soil grades around the CRZ and tree shall be gradual.
 - a. Washing equipment, vehicle maintenance and other potential soil contamination activities shall be done away from the CRZ and the tree as practically possible.
 - b. All measures to avoid damage to tree trunks and branches should be taken during construction activities.
- D. If the protective measures listed above cannot be met due to site specific conditions, or if it is determined that the measures may not meet the intent of protecting the Oregon white oak tree, the applicant will be required to provide a tree protection plan prepared by a certified arborist.
- E. No hard surface area shall be allowed within the drip line of an Oregon white oak tree to the maximum extent possible. An administrative variance may allow hard surface on up to 25 percent of the area within the drip line when there is no practical alternative and with a tree protection plan prepared by a certified arborist.

18A.70.340 City Tree Fund.

A. *Funding Sources.* All civil penalties received under this chapter and all money received pursuant to Chapter 14.02 LMC, Environmental Rules and Procedures, shall be used for the purposes set forth in this section. In addition, the following sources may be used for the purposes set forth in this section:

1. Agreed-upon restoration payments or settlements in lieu of penalties;
2. Tree permit fees and penalties;
3. Donations and grants for tree purposes;

4. Other moneys allocated by the City Council.

B. *Funding Purposes.* The City shall use money received pursuant to this section for the following purposes:

1. Acquiring, maintaining, and preserving wooded areas within the City;
2. Planting and maintaining trees within the City;
3. Restoration or enhancement of native trees like Oregon white oaks, such as on public lands, private tree tracts, critical area buffers, or lands with conservation easements
4. Establishment of a holding public tree nursery;
5. Urban forestry education;
6. Implementation of a tree canopy monitoring program;
7. Scientific research; or
8. Resources to support the administration of Ch. 18A.70 Art. III Tree Preservation
9. Other purposes relating to trees as determined by the City Council. [Ord. 726 § 2 (Exh. B), 2019.]

18A.70.350 Definitions.

Definitions related to this Chapter are included in LMC 18A.10.180.

18A.80.060 Parking incentives.

H. Credit for Tree Preservation. For every significant tree and/or heritage tree preserved within the property, the required number of parking spaces may be reduced by 0.5 spaces, provided the total reduction does not exceed five (5) percent of the total required parking spaces, when combined with all parking incentive credits.

18B.200.230 District-Wide Development Standards.

Unless otherwise specifically modified by an adopted development agreement or master plan, in addition to the regulations and requirements contained in other sections of this title, the following property development standards apply to all land and buildings in the Downtown District:

A. *Density.*

1. Maximum density is 100 units per acre, except where other conditions are met in subsections (A)(2) through (A)(4) of this section. To qualify for 100 units per acre

density, the residential uses shall be part of a mixed-use development, or added to a commercial site, or provide a first-floor height of 16 feet for at least a 30-foot depth that allows for future commercial occupancies.

2. On sites allowed a density of 100 units per acre under subsection (A)(1) of this section, density may be increased up to 125 units per acre for affordable housing according to the provisions of LMC 18A.90.050, Inclusionary density bonuses, only if the affordable housing is part of a mixed-use development.

3. Density shall not exceed 80 units per acre for residential-only developments that are not added to or associated with existing commercial sites, or that do not provide a first-floor height that allows for future commercial occupancies.

4. No density limit may be allowed in the Town Center Incentives Overlay if a master plan is approved per LMC 18B.700.720; provided, that the total number of dwellings is consistent with the planned action ordinance (Ordinance No. 696) and allowable height and bulk per this title's design parameters.

5. Density Bonus for Tree Preservation.

- a. For multi-family uses, maximum density may increase by 1 unit for each significant tree preserved on a property that is located in the Downtown District (not to exceed of more than 20% of the total allowable units)
- b. Bonus density, where applicable, shall be computed by adding the bonus units authorized by LMC 18A.90.050 to the base units computed under this section.
- c. For multi-family use types, maximum density may increase by 1 unit for each significant tree preserved on a property that is located in a census tract with a tree equity score of under the City's average score of 69 (not to exceed of more than 20% of the total allowable units)

18B.700.720 Master Planned Development – Town Center Incentive Overlay.

G. *Required Findings.* A master planned development shall only be granted after the Hearing Examiner has reviewed the proposed use and has made written findings that all of the standards and criteria set forth below have been met or can be met subject to conditions of approval:

1. The master planned development is consistent with the comprehensive plan; and
2. The master planned development is consistent with the vision and objectives of the downtown plan in LMC 18B.100.110; and
3. The master planned development, by the use of permitted flexibility and variation in design, is a development practice that results in better urban design features than found in traditional development. Net benefit to the City may be demonstrated by one or more of the following:
 - a. Placement, type or reduced bulk of structures; or

- b. Interconnected usable open space; or
- c. Recreation facilities; or
- d. Other public facilities; or
- e. Preservation of significant and/or heritage trees; or
- ef. Conservation of natural features; or
- fg. Conservation of critical areas and critical area buffers beyond; or
- gh. Aesthetic features and harmonious design; or
- hi. Energy efficient site design or building features; or
- ij. Use of low impact development techniques; and

18C.200.230 District-wide development standards.

Unless otherwise specifically modified by an adopted development agreement or master plan, in addition to the regulations and requirements contained in other sections of this title and LMC Title [15](#), the following property development standards apply to all land and buildings in the Station District:

A. *Density*. Maximum density is based on the standards in the base zoning districts.

1. *Density Bonus for Tree Preservation.*

- a. For multi-family uses, maximum density may increase by 1 unit for each significant tree preserved on a property that is located in the Station District (not to exceed of more than 20% of the total allowable units)
- b. Bonus density, where applicable, shall be computed by adding the bonus units authorized by LMC 18A.90.050 to the base units computed under this section.
- c. For multi-family use types, maximum density may increase by 1 unit for each significant tree preserved on a property that is located in a census tract with a tree equity score of under the City's average score of 69 (not to exceed of more than 20% of the total allowable units)

18C.600.610 Parking.

B. *Parking Reductions or Increases*. The amount of required parking may be reduced or eliminated, or increased above the maximum, based on a site-specific parking study that demonstrates one (1) or more of the following:

- 1. *Reduction Due to Shared Parking at Mixed-Use Sites and Buildings*. A shared use parking analysis for mixed-use buildings and sites that demonstrates that the anticipated peak

parking demand will be less than the sum of the off-street parking requirements for specific land uses.

2. *Reduction Due to Public Parking Availability.* The availability of public parking to accommodate the parking demand generated by the site or building. The City may approve a reduction in the amount of required parking by up to fifty (50) percent for any parking stalls that will be open and available to the public. On-street parking may be considered for the reduction; any new on-street parking provided will be counted toward the required parking availability.

3. *Reduction Due to Lower Parking Demand or Increase Based on Greater Parking Demand.* Demonstrating that anticipated parking demand will be less than the minimum parking required, or greater than the maximum allowed, shall be based on collecting local parking data for similar land uses on a typical day for a minimum of eight (8) hours.

4. *Reduction for Housing in Proximity to Sounder Station (RCW 36.70A.620).* When located within one-quarter (0.25) mile of the Sounder Station, an applicant may apply for an exception allowing minimum parking requirements to be reduced at least to one (1) parking space per bedroom or three-quarters (0.75) space per unit, as justified through a parking study prepared to the satisfaction of the Community Development Director or their designee:

- a. Housing units that are affordable to very low-income or extremely low-income individuals;
- b. Housing units that are specifically for seniors or people with disabilities;
- c. Market rate multifamily housing.

5. Credit for Tree Preservation. For every significant tree and/or heritage tree preserved within the property, the required number of parking spaces may be reduced by 0.5 spaces, provided the total reduction does not exceed five (5) percent of the total required parking spaces, when combined with all parking incentive credits.

In determining whether to grant a parking reduction, the Community Development Director may also consider if the project is proposed in an area with a lack of access to street parking capacity, physical space impediments, or other reasons supported by evidence that would make on-street parking infeasible for the unit.

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: October 17, 2022	TITLE: Draft Ordinance Establishing a Three-Year Climate Change Work Plan.	TYPE OF ACTION: <input checked="" type="checkbox"/> ORDINANCE NO. 776 <input type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER
REVIEW: February 12, 2022 October 10, 2022	ATTACHMENTS: A - Planning Commission Resolution 2022-06 B - Approved Climate Change Action Plan Items C - Climate Change Matrix Draft Ordinance, 3-year Work Plan	

SUBMITTED BY: Dave Bugher, Assistant City Manager/Community & economic Development Director.

RECOMMENDATION: It is recommended that the Mayor and City Council adopt the Draft Ordinance establishing a three-year climate change work plan.

DISCUSSION: On July 6, 2021, the Lakewood City Council adopted Ordinance No. 756 approving the slate of comprehensive docket amendments for 2021. One of these amendments included a new Energy & Climate Change Chapter (ECCC) to the City's Comprehensive Plan. The ECCC contained 89-action items. Council expressed concerns that the action items should be more focused.

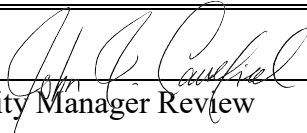
The subject of action items was returned to the Planning Commission. Commission met five times. On January 5, 2022 the Commission recommended a modified three-year work plan, reducing the 89-action items to 32-items.

On February 12, 2022, the City Council reviewed the Commission's recommendations; Council requested additional information from the Commission, including that the work plan be refined with tasks grouped and prioritized, and that targeted metrics, and associated costs be identified.

From March through July, 2022, the Planning Commission met five times to update the recommended Energy & Climate Change Chapter Work Plan. *(Continued on next page.)*

ALTERNATIVE(S): City Council has the option to remove/add/modify the list of action items identified in the Draft Ordinance.

FISCAL IMPACT: Excluding the South Sound Military Communities Partnership (SSMCP) I-5 Corridor project (\$95M), this proposed work plan represents about a \$900K commitment towards climate change over the next three years. Funds come from a variety of sources including fees, state grants, the City's stormwater account, and some General Fund revenues.

Dave Bugher	
Prepared by	City Manager Review
Department Director	

DISCUSSION CONTINUED: On June 20, 2022, the Commission adopted Resolution 2022-06 (Attachment A to this memorandum) that recommends an updated climate change work plan as described in Exhibit A to the Resolution. The Work Plan includes 14 items ranked highest by the following criteria:

- Difficulty/Effort (High, Medium, and Low);
- Priority (Critical, Important, Normal, Low); and
- Financial Considerations (In Budget, Not in Budget, and whether consultant services would be needed.)

The higher the point total assigned an item, the higher the item's ranking in setting the recommended implementation schedule (i.e., those ranked as 11s start first, then 10s, etc.).

The summary table below listing the 14 Work Plan action items includes community partners that will be optimal or essential to successful implementation of each action item. Estimated costs of the recommended items are included where possible, but should not be considered fully accurate. Various funding sources would need to be identified as appropriate for each item.

Several action items are included in the Planning Commission resolution that the City Council did not review previously, including:

- Developing a public engagement plan for climate change actions;
- Advocacy for improvements to the I-5 corridor the Nisqually Delta at both the state and federal levels as a member of SSMCP; and
- The installation of electric vehicle charging stations.

These new additions reflect the rapidly changing environment surrounding climate change programs and funding.

Council Discussion on October 11, 2022, reviewed the list of projects. Council added the promulgation of an urban forestry program to the three-year work plan. Urban forestry had been identified in the ECCC as Item No. 64.

ORDINANCE NO. 776

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON, ADOPTING A THREE-YEAR ENERGY & CLIMATE CHANGE WORK PLAN.

WHEREAS, on July 6, 2021, the City Council of the City of Lakewood adopted Ordinance No. 756 approving the slate of Comprehensive Plan docket amendments for 2021; and

WHEREAS, one of these amendments was a new Energy & Climate Change Chapter (ECCC) for the City's Comprehensive Plan; and

WHEREAS, this new Energy & Climate Change Chapter contained 89 +/- implementation measures; and

WHEREAS, in the fall of 2021, the Lakewood Planning Commission began the assignment of narrowing down the number of implementation measures to a more manageable number; and

WHEREAS, the Lakewood Planning Commission discussed the appropriate length of a work plan and settled on a three (3)-year time frame; and

WHEREAS, the Lakewood Planning Commission met five times from October 2021, through January 2022 to develop a three-year work plan; and

WHEREAS, on January 5, 2022, the Lakewood Planning Commission conducted a duly noticed public hearing; and

WHEREAS, on January 5, 2022, the Lakewood Planning Commission closed the public hearing, and on a voice vote, recommended approval of a three-year work plan to the City Council; and

WHEREAS, on February 14, 2022, the Lakewood City Council reviewed the Lakewood Planning Commission's recommendations; and

WHEREAS, after review, Lakewood City Council requested additional information, that the work plan be refined with tasks grouped and prioritized, and targeted metrics and associated costs be identified; and

WHEREAS, on March 30, 2022, the Lakewood Planning Commission met and reviewed the direction of the City Council; and

WHEREAS, the Lakewood Planning Commission desired to prioritize and include: reducing greenhouse gases; address electric charging stations; and identify a means to track and measure annual progress; and

WHEREAS, on May 18, 2022 and July 13, 2022, a revised work plan was presented to the Lakewood Planning Commission for further review and recommendation to the Lakewood City Council; and

WHEREAS, on July 20, 2022, the Lakewood Planning Commission recommended approval of the three-year work plan by adoption of Resolution No. 2022-06; and

WHEREAS, the Lakewood Planning Commission's resolution and other related materials were forwarded to the Lakewood City Council; and

WHEREAS, on October 10, 2022, and October 17, 2022, the Lakewood City Council reviewed the Lakewood Planning Commission's resolution and recommendations.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Adopts Exhibit "A" attached hereto, as the City's Three-Year Energy & Climate Change Work Plan.

Section 2. Severability. Should any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any person or situation.

Section 3. Publication and Effective Date. A summary of this ordinance consisting of the title shall be published in the official newspaper. This Ordinance shall take effect thirty (30) days after publication.

ADOPTED by the City Council of the City of Lakewood this 17th day of October, 2022.

CITY OF LAKEWOOD

Jason Whalen, Mayor

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

EXHIBIT “A”
THREE YEAR CLIMATE CHANGE WORK PLAN

2022 ECCC Three year Work Plan #	Implementation Measure*	Category	Partners	Estimated Cost	Total points (D, P, F)	Timeframe
1	Establish (and regularly update) a new climate change chapter to the City's Comprehensive Plan.	ALL: Energy & Built Environment; transportation; Consumption & Waste Management; Carbon Sequestration; Education & Outreach	Puget Sound Energy; Tacoma Power; Lakeview Light & Power; Pierce County Sustainability Collaborative	Chapter adopted in 2021 at a cost of around \$20,000 which included a grant from Dept. of Commerce; funding for future updates' through another Dept. of Commerce grant \$50K issued in 2022.	14	Chapter already adopted; except some revisions as part of the 2024 comprehensive plan periodic update.
2	Develop a five-year plan for reducing greenhouse gas emissions. The action plan shall include four-main topics: a comprehensive greenhouse gas emissions inventory and forecast; emissions reduction target(s); Carbon Sequestration targets; & a program for monitoring and reporting out the implementation tasks found in this document.	Energy & Built Environment	Puget Sound Energy; Tacoma Power; Lakeview Light & Power; Pierce County Sustainability Collaborative	New Associate Planner FTE in 2022, with an estimate cost of \$115K. (An existing working group at the state level is in the process of determining specific targets for counties and cities. Materials should be available the beginning of 2023. First five-year plan would be more challenging to develop than subsequent plans.)	12	First five year plan, 2024.
3	Update the City's Non-motorized Transportation Plan (also referred to as Active Transportation Plan).	Transportation	Internal; Pierce College; Clover Park Technical College; Western State Hospital; Pierce College; CPSD; WSDOT; Steilacoom; UP; Tacoma; Pierce County	Contract approved by the City Council, July 18, 2022 in the amount of \$75K.	12	Completed by June 2023.
4	Clover Creek Floodplain Engineering Alternatives Analysis.	Energy & Built Environment	Internal; property owners; Pierce County Public Works & Planning; WA State DOT; FEMA	Contract approved by the City Council, November 1, 2021 in the amount of \$271,377.	12	Completed by November 2022.
5	Review, and as appropriate, update Lakewood Municipal Code (LMC) Title 14, Environmental Protections. Title 14 provides regulations for geologic hazard areas, flood hazard areas, and critical lands and natural resources. Climate	Energy & Built Environment	Washington Department of Ecology; Washington State Department of Commerce	Work is underway in two parts within 2024 Comprehensive Plan Periodic Review: - First part, Title 14 was updated as part of the City's proposed tree preservation regulations. - Second part, 2024 Critical Area	11	First part, adoption scheduled for October 2022. Second part, June 2024.

2022 ECCC Three year Work Plan #	Implementation Measure*	Category	Partners	Estimated Cost	Total points (D, P, F)	Timeframe
	change impacts may require that new regulations be inserted into this chapter. (Types of critical areas: wetlands; aquifer recharge areas; fish & wildlife conservation; flooded areas; and geologic hazards.)			Regulation update being funded by Dept. of Commerce comprehensive plan periodic review grant.		
6	Work with Pierce County and Pierce County municipalities to develop a regional approach and best practices to address climate change. One strategy: adopt revised climate change Pierce Countywide Planning Policies.	ALL: Energy & Built Environment; transportation; Consumption & Waste Management; Carbon Sequestration; Education & Outreach	Pierce County; loose consortium of Pierce County cities	Part of current CED operations. City Council adopted updated Pierce Countywide Planning Policies (CPPs), Motion 2022-62, September 6, 2022. The 2022 CPPs support strategies to slow and mitigate impacts of climate change.	11	Ongoing.
7	Develop a public engagement plan for climate change (and comprehensive plan periodic update.)*	Education & Outreach	University of Washington, Evans School of Public Policy & Governance	UW Evans School work completed summer 2022. Creating ECCC engagement plan funded by \$50K Commerce Grant.	11	April 2023.
8	Incorporate an environmental justice assessment into the Energy & Climate Change Chapter work plan.	Education & Outreach	City's communication manager; Korean Women's Association; neighborhood associations; Community Services Advisory Board; Youth Council; Lakewood's Promise; Pierce County Sustainability Collaborative; Tacoma Pierce County Health Department; WA State Department of Health	Part of 2024 Comprehensive Plan periodic review	10	June 2024.
9	Lakewood, as a member of the South Sound Military Communities Partnership (SSMCP), advocate for improvements to the I-5 corridor the	Energy & Built Environment; Transportation	SSMCP partnerships (multiple local, state, federal agencies, and private parties). Governor Inslee, Sen Cantwell and Congresswoman	Initial allocation from state funded grants - \$75M. Part of Move Ahead Washington. SSMCP in-house function.	10	Ongoing.

2022 ECCC Three year Work Plan #	Implementation Measure*	Category	Partners	Estimated Cost	Total points (D, P, F)	Timeframe
	Nisqually Delta at both the state and federal levels. Project has multiple factors: I-5 traffic congestion; sea level rise leading to increased flood risk; salmon habitat degradation; military readiness and national security; environmental remediation; and Treaty rights of the Nisqually Tribe.*		Strickland all support the project as a priority for the state			
10	Revise the Lakewood's tree preservation code.	Energy & Built Environment and Carbon Sequestration	Internal; Ad hoc tree committee	City Council approved one contract plus amendment. Total cost, \$81,550. Tree Code under review by City Council; tentative adoption date, October 17, 2022. Implementation = ~\$150K annually for contract arborist and associate planner FTE	10	Tentative adoption date, October 17, 2022.
11	Explore the feasibility of reducing the City hall footprint from three floors to two floors. (Potentially reducing energy consumption.)	Energy & Built Environment	Internal	Contract approved by the City Council May 20, 2022 in the amount of \$121,863. Feasibility study underway; report to City Council scheduled for December 12, 2022.	10	December 2022/ January 2023
12	Every two years, or as otherwise dictated by Washington State, update LMC Title 15, Buildings and Construction Codes to address hazards resulting from climate change.	Energy & Built Environment	WA State Building Code Council (SBCC); WA Assn. of Building Officials (WABO); Pierce County Master Builders Association; West Pierce Fire & Rescue	CED in-house function, part of existing budget.	10	Ongoing.
13	Support the implementation of the Tacoma-Pierce County Solid Waste Management Plan.	Waste Consumption; Education & Outreach	Pierce County; T-PC Health Department; Waste Connections; other Pierce County cities; Clover Park School District; Western State Hospital; Pierce College; Clover Park Technical College; Saint	CED, CM, Legal, PRCS, PWE in-house function.	10	Ongoing (three-year timeframe)

2022 ECCC Three year Work Plan #	Implementation Measure*	Category	Partners	Estimated Cost	Total points (D, P, F)	Timeframe
			Clare Hospital			
14	Coordinate a regional electric vehicle (EV) infrastructure strategy with neighboring cities, Pierce County and the State*	Energy & Built Environment; Transportation	Pierce County; other Pierce County cities; TPU; PSE, Lakewood Light & Power	As of this writing, the City's involvement will be limited to coordination between energy purveyors, transit providers, and private investors.	10	2023 – 2024
15	Develop/promote an urban forest management/master reforestation plan.	Energy & Built Environment;; Carbon Sequestration; Education & Outreach	Internal	Project would be initiated by the Evans School of Public Policy and Governance. Proposal would be to develop an initial program document. Cost, \$1,800.	N/A – added per City Council direction	2022-2024

ATTACHMENT A
PLANNING COMMISSION RESOLUTION NO. 2022-06

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
LAKEWOOD, WASHINGTON, FORMALIZING ITS RECOMMENDATIONS
REGARDING ADOPTION OF AN ENERGY & CLIMATE CHANGE WORK PLAN**

WHEREAS, on July 6, 2021, the Lakewood City Council adopted Ordinance No. 756 approving the slate of Comprehensive Plan docket amendments for 2021; and

WHEREAS, one of these amendments was a new Energy & Climate Change Chapter (ECCC) for the City's Comprehensive Plan; and

WHEREAS, this new Energy & Climate Change Chapter contained 89 +/- implementation measures; and

WHEREAS, in the fall of 2021, the Planning Commission began the assignment of narrowing down the number of implementation measures to a more manageable number; and

WHEREAS, the Planning Commission discussed the appropriate length of a work plan and settled on a 3-year time frame; and

WHEREAS, the Planning Commission met five times from October 2021, through January 2022 to develop a 3-year work plan; and

WHEREAS, on January 5, 2022, the Planning Commission conducted a duly noticed public hearing; and

WHEREAS, on January 5, 2022, the Planning Commission closed the public hearing, and on a voice vote, recommended approval of a 3-year work plan to the Lakewood City Council; and

WHEREAS, on February 14, 2022, the Planning Commission's recommendations were forwarded to the Lakewood City Council; and

WHEREAS, after review, Lakewood City Council requested additional information, that the work plan be refined with tasks grouped and prioritized, and targeted metrics and associated costs be identified; and

WHEREAS, on March 30, 2022, the Planning Commission reviewed the direction of the Lakewood City Council; and

WHEREAS, the Planning Commission desired to prioritize and include: reduce greenhouse gases; address electric charging stations; and identify a means to track and measure annual progress; and

WHEREAS, on May 18, 2022 and July 13, 2022, a revised work plan was presented to the Lakewood Planning Commission for further review and recommendation to the Lakewood City Council;

NOW, THEREFORE, THE LAKEWOOD PLANNING COMMISSION OF THE CITY OF LAKEWOOD, WASHINGTON, DOES RECOMMEND AS FOLLOWS:

Section 1. Recommends approval to the Lakewood City Council the attached Energy & Climate Change Work Plan.

PASSED AND ADOPTED at a regular meeting of the City of Lakewood Planning Commission this 20th day of July, 2022, by the following vote:

AYES: 6 Don Daniels, Ryan Pearson, Paul Wagemann, Phillip Combs, Brian Parsons, and Robert Estrada

NOES: 0

ABSTAIN: 0

ABSENT: 1 Linn Larsen


DON DANIELS, CHAIR
PLANNING COMMISSION

ATTEST:


KAREN DEVEREAUX, SECRETARY

2022 ECCC Work Plan #	Implementation Measure*	Category	Partners	Total points (D, P, F)
1	Establish (and regularly update) a new climate change chapter to the City's Comprehensive Plan.	ALL: Energy & Built Environment; transportation; Consumption & Waste Management; Carbon Sequestration; Education & Outreach	Puget Sound Energy; Tacoma Power; Lakeview Light & Power; Pierce County Sustainability Collaborative	14
2	Develop a five-year plan for reducing greenhouse gas emissions. The action plan shall include four-main topics: a comprehensive greenhouse gas emissions inventory and forecast; emissions reduction target(s); Carbon Sequestration targets; & a program for monitoring and reporting out the implementation tasks found in this document.	Energy & Built Environment	Puget Sound Energy; Tacoma Power; Lakeview Light & Power; Pierce County Sustainability Collaborative	12
3	Update the City's non-motorized transportation plan (also referred to as active transportation plan).	Transportation	Internal; Pierce College; Clover Park Technical College; Western State Hospital; Pierce College; CPSD; WSDOT; Steilacoom; UP; Tacoma; Pierce County	12
4	Clover Creek Floodplain Engineering Alternatives Analysis.	Energy & Built Environment	Internal; property owners; Pierce County Public Works & Planning; WA State DOT; FEMA.	12
5	Review, and as appropriate, update Lakewood Municipal Code (LMC) Title 14, Environmental Protections. Title 14 provides regulations for geologic hazard areas, flood hazard areas, and critical lands and natural resources. Climate change impacts may require that new regulations be inserted into this chapter. (Types of critical areas: wetlands; aquifer recharge areas; fish & wildlife conservation; flooded areas; and geologic hazards.)	Energy & Built Environment	Washington Department of Ecology; Washington State Department of Commerce.	11
6	Work with Pierce County and Pierce County municipalities to develop a regional approach and best practices to address climate change. One strategy: adopt revised climate change Pierce Countywide Planning Policies.	ALL: Energy & Built Environment; transportation; Consumption & Waste Management; Carbon Sequestration; Education & Outreach	Pierce County; loose consortium of Pierce County cities	11
7	Develop a public engagement plan for climate change.	Education & Outreach	University of Washington; Evans School of Public Policy & Governance.	11

8	Incorporate an environmental justice assessment into the climate change work plan. (Dependent upon completion of climate perception study.)	Education & Outreach	City's communication manager; Korean Women's Association; neighborhood associations; Community Services Advisory Board; Youth Council; Lakewood's Promise; Pierce County Sustainability Collaborative; Tacoma Pierce County Health Department; WA State Department of Health	10
9	Lakewood, as a member of the South Sound Military Communities Partnership SSMCP), advocate at both the state and federal levels, improvements to the I-5 Nisqually Corridor. Project has multiple challenges: Transportation alternatives for I-5 traffic congestion; Sea level rise leading to increased flood potential; Mitigating salmon habitat degradation; Military readiness and national security; Environmental remediation; Population growth; and Treaty rights of the Nisqually Tribe.	Energy & Built Environment; Transportation	SSMCP partnerships (multiple local, state, federal agencies, and private parties). Governor Inslee, Sen Cantwell and Congresswoman Strickland all support the project as a priority for the state.	10
10	Revise the Lakewood's tree preservation code.	Energy & Built Environment and Carbon Sequestration	Internal; Ad hoc tree committee	10
11	Explore the feasibility of reducing the City hall footprint from three floors to two floors. (Potentially reducing energy consumption.)	Energy & Built Environment	Internal.	10
12	Every two years, or as otherwise dictated by Washington State, update LMC Title 15, Buildings and Construction Codes to address hazards resulting from climate change.	Energy & Built Environment	Washington State Building Code Council (SBCC); Washington Association of Building Officials (WABO); Pierce County Master Builders Association; & West Pierce Fire & Rescue.	10
13	Support the implementation of the Tacoma-Pierce County Solid Waste Management Plan.	Waste Consumption; Education & Outreach	Pierce County, Tacoma-Pierce County Health Department, Waste Connections; other Pierce County cities; Clover Park School District; Western State Hospital; Pierce College; Clover Park Technical College; Saint Clare Hospital	10
14	Coordinate a regional electric vehicle (EV) infrastructure strategy with neighboring cities, Pierce County and the State	Energy & Built Environment; Transportation	Pierce County; other Pierce County cities; TPU; PSE; Lakewood Light & Power	10

*Several items have been added to this list that were not included in the original 89 ECCC action items.

Note: The ECCC Implementation Plan will likely be subject to periodic review and update over time.

ATTACHMENT B
Approved Climate Change Action Plan Items
Ordinance No. 756, adopted July 26, 2021

PROVIDE LEADERSHIP & ADVOCACY

1. Develop a five-year plan for reducing greenhouse gas emissions. The action plan shall include five-main topics:
 - Incorporation of an environmental justice assessment into the five (5)-year action plan;
 - A comprehensive greenhouse gas emissions inventory and forecast;
 - Emissions reduction target(s);
 - Carbon sequestration targets; &
 - A program for monitoring and reporting out the implementation tasks found in this document.

Since this is a new program for the city, start with easy-to-accomplish tasks, or easy to-solve problems.

Also, consider the impact of the end-user, recognizing that that the more stringent the implementation targets, the higher the mitigation costs, although delays, in the long-term, result in net increases in mitigation costs. As the city matures in its efforts to address climate change, move forward with more challenging action items.

2. Inform city residents and businesses, the city council, planning commission, staff, and other stakeholders of the city's emission reduction targets and overall progress. Add targets and progress to the Lakewood dashboard.

3. Where feasible, enter into formal interlocal cooperation agreements with utility providers to reduce waste, promote water conservation, and improve energy efficiencies.
4. Collaborate with Pierce Transit, Sound Transit, WSDOT Rail Division, Amtrak and major employers in Lakewood to promote greater transit opportunities and use.
5. Amend/revise the current strategic plan that will help guide and focus city resources and program initiatives to: reduce greenhouse gas production and the carbon footprint of city government and the Lakewood community; and, reduce and minimize the potential risks of climate change.
6. Collaborate with neighboring jurisdictions to share best practices and implement regional programs to help residents and businesses meet regional demand reduction targets.
7. Work with energy providers (Puget Sound Energy, Lakeview Light & Power, and city of Tacoma Power) to develop strategies that will reduce energy demand and promote energy conservation.
8. Collaborate with local workforce development programs so that city of Lakewood can lead Pierce County in green jobs.

9. If warranted, if enabling legislation is in place, and as a means to meet carbon-cutting targets, participate in Washington State's cap-and-trade program. (Program does not go into effect until January 2023, and provided there is a new, approved transportation-spending funding package.)
10. Develop a Request for Proposal whose primary objective is to raise the community's awareness about sources of greenhouse gas emissions and mitigation through climate change action identified in policy documents with the intended result of changing behaviors. Three primary tasks are envisioned: a) Identifying behavior solutions to reducing GHG emissions; b) development and implementation of a community education, engagement and activation guide; and c) development of public facing tools. Project to include an equity screening exercise. Successful engagement with historically under-served groups would be a priority.

IMPROVE CLEAN AND EFFICIENT TRANSPORTATION OPTIONS

11. Develop fleet electrification plan including necessary charging infrastructure and implement electric first policy when purchasing replacement vehicles and other fuel burning equipment. When electric vehicle options are inappropriate, hybrid vehicles should be the second choice.
12. Work with Clover Park School District to promote an anti-idling program for school buses. Encourage

the District to educate parents and transportation providers to avoid idling during pick-up/drop-off times.

13. Continue to collaborate with Pierce Transit, Sound Transit, Washington Department of Transportation (WDOT), and major employers in Lakewood that provide shuttle services, to explore the potential for expanding transit in the evenings for people with special needs. This includes:
 - Exploring the potential to enhance Lakewood's paratransit service.
 - Collaborate with regional transportation agencies to maintain and enhance service within the city and region.
 - Explore strategies to address affordability, access and safety.
14. Coordinate and partner with transit partners to develop an incentives program to expand transit use among residents and employees in Lakewood.

This includes exploring the potential for supporting fare-free transit zones in major commercial areas, free or very low-cost bus passes for target groups, pre-tax passes, rebates to employees who give up use of employer parking facilities, and online tools for providing real time information to transit riders. Expand outreach and information programs to promote transit use.
15. Coordinate with both Pierce Transit and Sound Transit to expand service, increase affordability and accessibility for seniors, youth, and low-income households. Ensure that all transit

stations and routes to and from these stations are safe.

16. Coordinate with both Pierce Transit and Sound Transit to ensure public transit service connects major destinations in Lakewood including education institutions, community facilities, employment centers, regional open space areas, and major commercial corridors to serve a greater number of riders and reduce commuter vehicle miles. Encourage development of a bus rapid transit system that connects Downtown Tacoma to Lakewood.
17. Work with both Pierce Transit and Sound Transit to develop a non-motorized connectivity study specific to Lakewood.
18. Update the city's non-motorized transportation plan to make Lakewood a more pedestrian and bicycle-friendly city. This includes identifying gaps in the network and explore developing potential pedestrian and bicycle priority areas or districts.
19. Collaborate with Pierce County, University Place, the Town of Steilacoom, Tacoma, and WSDOT to ensure links to a regional commuter trail network.
20. As part of the non-motorized transportation plan update, explore bicycle-sharing programs.
21. Encourage new businesses, schools and residential developments, install and maintain secured bicycle parking facilities.
22. As part of the non-motorized transportation plan update, review design guidelines and standards for bicycle and pedestrian facilities and amenities that meet local, state and federal standards. Include a uniform citywide signage plan and comply with all Americans with Disabilities Act (ADA) and Washington State accessibility requirements.
23. As feasible and appropriate, the city shall require new development and redevelopment to provide pedestrian connections and safety improvements to foster use of non-motorized transportation. This includes connections between retail, living, and working places and transit connections and facilities. It includes traffic calming and other safety-related improvements; development of new sidewalks and trails; and new pedestrian and bicycle amenities.
24. Pursue grant funding to plan and construct missing pedestrian and bicycle connections between major destinations, such as, parks, open spaces, civic facilities, employment centers, retail, and recreation areas.
25. Coordinate and partner with the Clover Park School District and Safe Routes to Schools to expand educational programs and events to encourage and promote walking and biking, including a Bike to School Day, walking school bus, and sidewalk painting for safe routes.

26. Coordinate with Washington State Department of Transportation, Sound Transit, and Amtrak about adding an Amtrak Cascades stop within the city.
27. Work with Sound Transit to provide for extended hours of operations at the Sound Transit Lakewood Station and to expand the existing parking garage.
28. Work with Sound Transit to require parking permits and associated fees for commuters who use the Lakewood Station parking garage, but who reside outside the Sound Transit district area boundary.
29. Coordinate with Lakewood Chamber of Commerce to inform local employers on the options for and benefits of compressed work weeks, telecommuting, and other schedule adjustments that reduce commute trips.

INCREASE SUSTAINABLE & ENERGY-EFFICIENT SYSTEMS

30. Encourage and support the generation, transmission and use of locally distributed renewable energy. Advocate at the regional and state level for upgrades to the existing power grid so that it can support renewable energy production and transmission.
31. Evaluate incentives that promote the inclusion of solar power with commercial, industrial, and residential development.
32. Establish a Green Energy and Building Fund to provide incentives to increase

building electrification conversions and battery storage.

33. Reduce the City Hall footprint from three floors to two floors.
34. Work with all utility providers to raise awareness about existing rebate and assistance programs that will increase energy conservation.
35. Work with utilities to explore strategies to reduce GHG emissions in multifamily housing.
36. If necessary, consider financially subsidizing the RHSP to promote energy conservation for rental properties. Alternatively, increase rental housing licensing fees.
37. Support the implementation of the Tacoma-Pierce County Solid Waste Management Plan.
38. Develop a comprehensive recycling and composting program for all city-owned facilities.
39. Work with Pierce County Conservation District to provide residential and business education regarding composting and natural yard care.
40. Continue to support neighborhood events such as garage sales and clean-up/recycling events.
41. Support tool libraries, repair cafes, and other collaborative consumption projects.

42. Require that all commercial entities participate in recycling and a green waste program, once established.
43. Implement water conservation efforts for households, businesses, industries and public infrastructure. Include measures such as the following:
 - Enforce the Uniform Plumbing Code (IPC), which requires low-flow appliances and fixtures in all new development;
 - Work with the Lakewood Water District to create an incentives program that encourages retrofitting existing development district-wide with low-flow water fixtures;
 - Require new development and landscaped public areas to use state-of-the-art irrigation systems that reduce water consumption including graywater systems and rainwater catchment; and
 - Encourage use of drought-tolerant and native vegetation.
44. Install hydration stations in all municipal facilities to allow refills of reusable water
45. Require hydration stations all new development that includes private and public parks
46. Establish a trip reduction policy that includes a remote work strategy, and appropriate technology.
47. Conduct a feasibility study on using treated greywater and rainwater harvesting for non-potable water needs at city facilities
48. Work with energy partnerships to develop and implement an electrification action plan for all city facilities. In new and existing buildings, incorporate strategies to address electricity storage, and focus on highlighting any hurdles or solutions that would be applicable to the broader community
49. Develop a city-wide environmentally preferable purchasing policy (EPP). Consider life-cycle costing as one of the decision-making tools in the process and promote purchasing of local products.
50. Replace all non-energy star office equipment and appliances at their end of their life cycle with energy and water efficiency as a primary consideration for all future purchasing decisions.
51. Examine city practices for opportunities to reduce paper consumption in the workplace. Implement a document management information system.

ENCOURAGE SUSTAINABLE DEVELOPMENT

52. Regularly update the Downtown Subarea Plan and the Lakewood Station District as market conditions and climate conditions change.
53. Develop plans for key commercial corridors in the city to guide

redevelopment of these areas into mixed-use, pedestrian and transit-oriented corridors and nodes. Possible corridors include South Tacoma Way, Steilacoom Boulevard SW, Bridgeport Way, and Union Avenue SW. Include development standards and urban design guidelines.

54. Continue to incentivize mixed-use and infill development (fee waivers, density bonuses, development impact fee, tax benefits, etc.)

55. Continue to expand and enhance open space lands throughout the city through property acquisition.

56. Conduct a sustainability audit that evaluates existing plans, ordinances, and development standards to identify regulatory barriers to infill development.

57. Conduct a feasibility study to determine how best to allow alternative uses and designs within vacant low-density residential areas. Provide outreach in identified neighborhoods.

58. Consider the use of incentives for new construction projects that exceed energy efficiency standards with a focus on affordable and multifamily housing.

59. Using the data from the Carbon Sequestration Analysis, complete an analysis and findings of forested landscapes, ecological function and ecosystem processes, including carbon sequestration, into land use decisions.

The city shall keep statistics from each land use decision for a biannual report.

60. Review and if appropriate, update the city's street design standards so that they support public transit, and non-motorized transportation policies. The updated standards should be consistent with and tailored to street or trail function and adjacent land use type.

- Update street design standards based on recommendation from the updated non-motorized transportation plan.
- Identify on a case-by-case basis priority thoroughfares for developing new green streets in the city to implement a natural systems approach for stormwater management and to expand urban greenery.

61. Evaluate the feasibility of reducing the number or width of travel lanes on future, key mixed-use streets that may have excess capacity and using the capacity and/or regained width for wider sidewalks and bicycle lanes.

62. Ensure that roadway medians include native plants and trees and are wide enough to support their long-term viability with the least demand for irrigation and maintenance.

63. Continue to prioritize the use of locally propagated native drought-tolerant vegetation and discourage the use of invasive non-native species in home landscaping.

64. Develop and promote an urban forest management/master reforestation plan.

65. Evaluate the feasibility of expanding tree planting within the city, including an evaluation of potential carbon sequestration as well as GHG emissions. Specific task includes:

- Provide information to the public, including landscape companies, gardeners, and nurseries, on carbon sequestration rates, drought tolerance, and fire resistance of different tree species.

66. Evaluate the benefits and tradeoffs of regulations that require all-electric buildings. Potential tools to require all-electric buildings include city mandates, building code updates, or ordinances. Ideally, these regulations would cover new construction and major renovations.

67. Install energy efficient appliances; where appropriate consider the conversion of power to all electricity, and upgrade structures to improve energy conservation.

68. Beginning in 2021, adopt and enforce the 2018 Washington State Energy Code.

69. Enforce the 2018 International Building Code, Section 429, Electric Vehicle and Charging Infrastructure. This section includes charging infrastructure for accessible parking spaces.

70. Develop a new program to encourage the installation of public electric vehicle charging infrastructure in public spaces.

71. Consider local amendments to the building codes to allow for, encourage, or require integration of passive solar design, green roofs, active solar, and other renewable energy sources.

72. Support the addition of performance-based alternatives to energy codes and appropriate sections of the building code.

73. Evaluate the feasibility of incorporating Washington State Department of Commerce Incentivizing Low-impact Development report into the development code and as a resource for developers.

74. Evaluate the feasibility of creating a sustainable site planning score to evaluate a development.

75. Assess opportunities for sustainable Urban Agriculture.

Work with non-profits and regulatory agencies to explore the potential for creating, expanding and sustaining local urban agriculture, including community gardens, orchards and farmers' markets. The assessment should explore the feasibility of implementing the following strategies:

- Developing a site inventory and a management plan to administer the use of potential urban agricultural sites;

- Expanding the number and frequency of farmer's markets throughout Lakewood;
- Promoting urban agriculture as a desirable civic activity that improves the quality of urban life, food security, neighborhood safety and environmental stewardship;
- Establishing a community-based support system for urban growers such as tool banks, shared processing facilities, farmers' markets, community supported agriculture ventures, funding streams and technical service providers;
- Offering locally grown food to local schools, hospitals, nursing homes, food banks, daycare centers, correction facilities and businesses such as restaurants, while creating economic opportunities for urban growers and related industries;
- Creating training programs for unemployed people to work in urban food-related businesses as a source of jobs;
- Working with representatives of community gardening and urban farming organizations to meet needs unique to urban farm enterprises;
- Ensuring long-term land commitment for community gardens, entrepreneurial farms and other urban agriculture ventures;
- Updating building codes to encourage rooftop gardening.

76. Coordinate with Clover Park School District in developing school-based programs that integrate nutrition and gardening in order to raise awareness about the connection between healthy food choices and locally grown fresh produce and the environmental benefits of urban agriculture.

DEVELOP A HAZARDS MANAGEMENT PLAN (developing a climate-resilient community)

77. Perform a climate change assessment report for the community's lakes.

78. Develop a community wildfire protection plan using community assistance grants.

79. Review, and as appropriate, update Lakewood Municipal Code based on Community Wildfire Protection Plan recommendations and best management practices.

80. Review, and as appropriate, update Lakewood Municipal Code (LMC) Title 14, Environmental Protections. Title 14 provides regulations for geologic hazard areas, flood hazard areas, and critical lands and natural resources. Climate change impacts may require that new regulations be inserted into this chapter.

81. Review, and as appropriate update the city's hazard mitigation plan to address climate change.

82. Every two years, or as otherwise dictated by Washington State, update LMC Title 15, Buildings and Construction Codes to address hazards resulting from climate change.

83. Analyze climate risks and benefits of resilience measures to property value and city revenue streams.

84. Map vulnerable community assets and disadvantaged neighborhoods.

85. Include resilience requirements in local building and zoning codes.

86. Communicate climate risks and resilience activities to the public.

87. Engage economic development organizations in city resilience planning efforts.

88. Update city budget process to ensure equitable resource allocation.

89. Address household financial and climate vulnerability in a holistic manner by coordinating complementary programs.

ATTACHMENT C

Implementation Measure #	Description	Action Steps	Category	Partners	Difficulty/ Effort			Priority			Subtotal points (D, P)	Financials (2022)			Total points (D,P,F)	Timing (Where budget constraints were identified, completion dates have been extended.)				Notes		
					High 3	Medium 2	Low 1	Critical 4	Important 3	Normal 2		Low 1	In budget 4 (\$931,199)	Not in budget 2		Consulting services? (no points)	Timeframe	Progress	Frequency		Start Date	Completion Date
1	Develop a five-year plan for reducing greenhouse gas emissions. The action plan shall include four-main topics: a comprehensive greenhouse gas emissions inventory and forecast; emissions reduction target(s); carbon sequestration targets; & a program for monitoring and reporting out the implementation tasks found in this document.	<p>1. Continue to use Google Environmental Insights and ICLEI's software to refine the city's production of GHG emissions;</p> <p>2. Monitor utility companies' tariffs with the Washington State Utilities & Transportation Commission (provides insights on the number/location of future electric charging stations);</p> <p>3. Monitor vehicles miles travelled within Lakewood;</p> <p>4. Determine if it is possible to obtain data from the Department of Licensing on the number of electric vehicles and non-electric vehicles registered in the City;</p> <p>5. Monitor Pierce Transit ridership;</p> <p>6. Monitor new construction data; use energy calculations to determine possible reductions in GHG emissions.</p> <p>Washington State Department of Ecology; Washington State Department of Commerce; Greenhouse Gas Analysis Tools: https://deptofcommerce.app.box.com/s/dsdx3345b67vk6m6j9ajsrsz9ye9f6ov</p> <p>American Planning Association, Washington Chapter; Climate Change in Washington https://apawa.memberclicks.net/2--climate-change-in-washington</p> <p>United States Environmental Protection Agency Climate Change Indicators in the United States https://www.epa.gov/climate-indicators</p> <p>https://www.epa.gov/ghgemissions/state-and-tribal-greenhouse-gas-data-and-resources</p> <p>City of Palo Alto, CA 2020 Greenhouse Gas Inventory Report https://www.cityofpaloalto.org/files/assets/public/sustainability/reports/palo-alto-2020-greenhouse-gas-emissions-inventory.pdf</p>	Energy & Built Environment	Puget Sound Energy; Tacoma Power; Lakeview Light & Power; Pierce County Sustainability Collaborative	3	0	0	4	0	0	0	7	4	0	\$36,000	11	Early action	Started	Unique	Oct 22	Apr 23	First reports will be basic; content of reports will expand over time. Costs for measuring Lakewood's carbon sequestration difficult to determine.
5	Review, and as appropriate, update Lakewood Municipal Code (LMC) Title 14, Environmental Protections. Title 14 provides regulations for geologic hazard areas, flood hazard areas, and critical lands and natural resources. Climate change impacts may require that new regulations be inserted into this chapter. (Types of critical areas: wetlands; aquifer recharge areas; fish & wildlife conservation; flooded areas; and geologic hazards.)	<p>1) Establish a work program (including a public participation plan) and schedule;</p> <p>2) Review, and revise where needed, relevant plans and regulations;</p> <p>3) Conduct a public engagement process;</p> <p>4) Submit notice to the state; and</p> <p>5) Take legislative action on proposed amendments</p> <p>Comprehensive Plan Update: https://mrsc.org/Home/Explore-Topics/Planning/General-Planning-and-Growth-Management/GMA-Plan-Development-Regulations-Updates.aspx</p> <p>Washington State Department of Commerce: https://www.commerce.wa.gov/consulting-communities/growth-management/growth-management-topics/critical-areas/</p>	Energy & Built Environment	Washington Department of Ecology; Washington State Department of Commerce.	3	0	0	4	0	0	0	7	4	0	\$0	11	Early action	Not started	GMA periodic update schedule; due date Dec 2024	Not started	Dec 24	Timing dates subject to change. CED may speed up reviews.
6	Work with Pierce County and Pierce County municipalities to develop a regional approach and best practices to address climate change. One strategy: adopt revised climate change Pierce Countywide Planning Policies.	<p>The Pierce County Sustainability Office is heading the project. Currently in the process of gleaning interest from other communities. As of April 2022, two meetings have been conducted. Lakewood has participated in both. No formal actions have been proposed at this time. Lack of financial resources has already been identified as a significant problem.</p> <p>Pierce County Office of Sustainability: https://issuu.com/pierceco/docs/2017_sustainability_report?e=10586050/63055279</p>	ALL: Energy & Built Environment; Transportation; Consumption & Waste Management; Carbon Sequestration; Education & Outreach	Pierce County; loose consortium of Pierce County cities.	3	0	0	4	0	0	0	7	4	0	\$0	11	Early action	Started	Quarterly meetings	Jan 22	Continual	The Pierce County Sustainability Office is heading the project. Currently in the process of gleaning interest from other communities. As of April 2022, two meetings have been conducted. Lakewood has participated in both. No formal actions have been proposed at this time. Lack of financial resources has already been identified as a
7	Update the city's non-motorized transportation plan (also referred to as active transportation plan).	<p>1. Establish a work program (including a public participation plan) and schedule;</p> <p>2. Hire a consultant;</p> <p>3. Review, and revise where needed, relevant plans and regulations (focus on future improvements that can reduce GHG emissions);</p> <p>4. Conduct a public engagement process;</p> <p>5. Submit notice to the state; &</p> <p>6. Take legislative action on proposed amendments.</p> <p>Nonmotorized Transportation Planning: https://www.vtpl.org/tdm/tdm25.htm</p> <p>Washington State Active Transportation Plan: https://wsdot.wa.gov/sites/default/files/2021-12/ATP-2020-and-Beyond.pdf</p> <p>Puget Sound Regional Council (PSRC):</p>	Transportation	Internal: Pierce College; Clover Park Technical College; Western State Hospital; Pierce College; CPSD; WSDOT; Steilacoom; UP; Tacoma; Pierce County.	3	0	0	4	0	0	0	7	4	0	\$75,139	11	Early action	Started	Every 5 years	May 22	Jun 23	General Fund. See also adopted action plan items 18, 19, 20, 21, 22, 23, and 24.
11	NEW! Develop a public engagement plan for climate change - was not part of implementation plan; however integral to environmental justice.	<p>1. Submitted request for proposal to Evans School;</p> <p>2. Proposal was approved;</p> <p>3. Develop work plan;</p> <p>4. Student team chosen;</p> <p>5. Pay UW fee;</p> <p>6. Conduct qualitative interviews;</p> <p>7. Conduct surveys;</p> <p>8. Prepare report to the City of Lakewood;</p> <p>9. Provide presentation to WA APA.</p> <p>Resources for the Future</p>	Education & Outreach	University of Washington, Evans School of Public Policy & Governance.	3	0	0	4	0	0	0	7	4	0	\$0	11	Early action	In process	Unique	Sep 21	May 22	Project turned out to be more difficult than expected. Outreach used to low-income neighborhoods was ineffective.
18	Clover Creek Floodplain Engineering Alternatives Analysis.	<p>1. Execute contract with engineering consultant;</p> <p>2. Contract management/administration;</p> <p>3. Public engagement;</p> <p>4. Flood mitigation conceptual alternative development;</p> <p>5. Hydraulic modelling and analysis;</p> <p>6. Preferred concept evaluations;</p> <p>7. Funding strategy;</p> <p>8. Draft and final engineering reports.</p> <p>FEMA, Guidance for Flood Risk Analysis and Mapping</p>	Energy & Built Environment	Internal: property owners; Pierce County Public Works & Planning; WA State Department of Transportation; FEMA.	3	0	0	4	0	0	0	7	4	0	\$271,377	11	Early action	Started	Unique	Jan 22	Jan 23	SWM funds.

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					High 3	Medium 2	Low 1	Critical 4	Important 3	Normal 2		Low 1	In budget 4 (\$931,199)	Not in budget 2		Consulting services? (no points)	Timeframe	Progress	Frequency		Start Date	Completion Date
21	Review, and as appropriate, update the city's hazard mitigation plan to address climate change. The hazard mitigation and adaptation plan identifies and prioritizes potential and existing hazards across jurisdictional borders, including hazards that may be further amplified by climate change.	1. Organize the planning process and resources specific to potential climate change issues (flooding, severe weather, severe wind, drought, potential wildfire, and lakes' water quality); 2. Assess risks: Hazard identification; Profiling of hazard events; Inventory of assets; and Estimation of potential human and economic losses based on the exposure and vulnerability of people, buildings, and infrastructure; 3. Develop a mitigation strategy; 4. Adopt & implement the plan. FEMA https://www.fema.gov/emergency-managers/risk-management/hazard-mitigation-planning/create-hazard-plan/process Washington State Emergency Management Division https://mil.wa.gov/enhanced-hazard-mitigation-plan#:~:text=The%20Washington%20State%20Enhanced%20Hazard,a%20multi%20agency%20statewide%20document. Planning for Hazards Land Use Solutions for Colorado https://planningforhazards.com/hazard-mitigation-plan	Energy & Built Environment	Internal: FEMA; Washington State Emergency Management Division; Pierce County: West Pierce Fire & Rescue	3	0	0	4	0	0	0	7	4	0	\$0	11	Early action	Not started	Unique	Unknown	Unknown	
22	Establish (and regularly update) a new climate change chapter to the city's comprehensive plan.	1. Inventory; Reduction targets; 2. Forecast projected emissions; 3. Reduction measures; 4. Relationships with regional plans; & 5. Monitoring/updating Washington State Department of Commerce, Planning for Climate Change https://deptofcommerce.app.box.com/s/za1cy5wb0mubgd7417dadowjua296zh Washington State Department of Commerce, Greenhouse Gas Analysis Tools https://deptofcommerce.app.box.com/s/dsix3345b67vk6m6j9ajrsz9ye9f6ov Washington State Department of Ecology, Preparing for a Changing Climate https://www.cakex.org/sites/default/files/documents/1201004_0.pdf	ALL: Energy & Built Environment; Transportation; Consumption & Waste Management; Carbon Sequestration; Education & Outreach	Puget Sound Energy; Tacoma Power; Lakeview Light & Power; Pierce County Sustainability Collaborative	3	0	0	0	3	0	0	6	4	0	\$4,000	10	Early action	Started	Unique	Jun 20	Jun 21	Some of the action plan items are difficult to carry out since the only utility the City owns and operates is stormwater. Water is operated by the Lakewood Water District. Sewer is operated by Pierce County Public Works. Electricity is operated by three separate utilities: Tacoma Power; Lakeview Light & Power; and Puget Sound Energy. Garbage collection services are provided by Waste Connections under contract with the City. <i>Primary efforts to address climate change are focused on: 1) agency coordination; 2) hazards mitigation; 3) nonmotorized transportation systems, 4) land use, 5) building code enforcement, and, to some extent: 6) carbon sequestration.</i>
25	Every two years, or as otherwise dictated by Washington State, update LMC Title 15, Buildings and Construction Codes to address hazards resulting from climate change.	1. SBCC Council & Standing Committee Review; 2. SBCC Legislative Review Committee; 3. Technical & Advisory Committees; 4. WABO review; 5. State legislative action; & 6. Local legislative action & incorporation into LMC Title 15. State Codes, Regulations & Guidelines https://sbcc.wa.gov/state-codes-regulations-guidelines WABO https://www.wabo.org/	Energy & Built Environment	Washington State Building Code Council (SBCC); Washington Association of Building Officials (WABO); Pierce County Master Builders Association; & West Pierce Fire & Rescue.	3	0	0	0	3	0	0	6	4	0	\$0	10	Early action	Not started	Ongoing	Jan 23	Continual	Program funded through general fund & permit fees. The International Code Council (ICC) promulgates a new International Building Code every 3 years through the ICC Code Development Process, and subject to amendments by the Washington Legislature and Lakewood City Council. Most current version of codes was delayed because of pandemic. The current version of the IBC is the 2018 edition. Next code cycle is in 2021. Possible areas of concern – wildfire resilience and wind storms. <i>(NOTE: Ongoing issues - lack of of qualified workers, supply chain disruption & material sourcing issues, COVID-19, & inflation.)</i>
28	Enforce the 2018 International Building Code, Section 429, Electric Vehicle and Charging Infrastructure. This code section also includes basic charging infrastructure for accessible parking spaces. Staff is expecting building codes to be modified with new standards in the very near future. There is the possibility of the city having to perform new assignments.	1. Review plans; requires five percent of parking spaces to be set aside for EV charging; 2. Charging stations for specific use-types only: hotels/motels; apartment complexes; and offices. No requirement for EV stations for retail uses; 3. Current code requires that EV "infrastructure" be installed. City interprets the language to mean underground conduit and space within the electrical room for EV-related facilities. Does not include the electrical vehicle supply equipment (EVSE) There are three types of EVSEs: 3a. Level 1 EVSE. Uses a standard 120-volt plug that you can plug into any outlet. You do not need a separately installed EVSE for this level of charging. However, it takes longer to fully charge the car. This will give you two to five miles of range per charging hour. 3b. Level 2 EVSE. For speedier charging that can charge your car in about two hours. Level 2 uses a 240-volt residential or 208-volt commercial plug and needs to plug into a separately installed charging station. Requires a 40-amp outlet to handle this faster charger. A level 2 EVSE gives you anywhere from 10 to 60 miles of range per charging hour. 3c. DC Fast Chargers, also known as Level 3 or CHAdeMO chargers. CHAdeMO comes from a Japanese term meaning "charge while moving" or "charge and go," referring to the fact that that the charger is super-fast. These chargers can charge a standard EV in about 20 minutes, but they require specialized equipment and regular maintenance. Fast chargers are not compatible with all EV's and are mostly used in commercial applications.	Energy & Built Environment; Transportation	Washington State Building Code Council (SBCC); Washington Association of Building Officials (WABO); Pierce County Master Builders Association.	3	0	0	0	3	0	0	6	4	0	\$0	10	Early action	Started	Ongoing	Dec 2020	Continual	Significant concern over installation, maintenance and service, and vandalism regarding public EVSEs. While the City can require the set aside for parking spaces and make minimum infrastructure requirements for electric vehicles, it does not mean the EVSE infrastructure will be installed. Payment process is another issue. In order to pay using credit/debit cards, or a smartphone, public EVSEs require WIFI. In a recent focus group discussions, it was suggested that cities be responsible for installing public EVSE infrastructure. City representatives expressed that it should be the

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					High 3	Medium 2	Low 1	Critical 4	Important 3	Normal 2	Low 1		In budget 4 (\$931.199)	Not in budget 2	Consulting services? (no points)		Timeframe	Progress	Frequency	Start Date	Completion Date	
3	Proactively work with energy providers to market existing energy conservation programs with Lakewood property owners. Where appropriate propose new programs to better fit Lakewood's needs. Consider the use of HUD grants and low-interest loans to complement energy provider conservation programs.	1. Participate in PSE focus group discussions; 2. Request that the three energy purveyors participate in the Pierce County Sustainability Collaborative; 3. Review current energy conservation programs offered by energy purveyors; 4. Through the RHSP database, promote and advertise energy conservation programs offered by energy purveyors; 5. Discuss with Department of Commerce the availability of grants to reduce energy use and promote energy conservation in apartment complexes; 6. Lobby at the state level energy conservation grants programs for older commercial buildings. Washington State Utilities & Transportation Commission: https://www.utc.wa.gov/regulated-industries/utilities/energy/conservation-and-renewable-energy-overview/company-conservation-programs Washington State Utilities & Transportation Commission & N.C. Clean Energy Technology Center at N.C. State University https://programs.dsireusa.org/system/program?state=WA Washington State Utilities & Transportation Commission/ Energy Assistance Programs: https://www.utc.wa.gov/consumers/energy/energy-assistance-programs Washington State Department of Commerce: https://www.commerce.wa.gov/growing-the-economy/energy/energy-independence-act/eia-reporting/	Energy & Built Environment	Washington State Utilities & Transportation Commission; Puget Sound Energy; Lakeview Light & Power; Tacoma Power.	3	0	0	4	0	0	0	7	0	2	\$0	9	Early action	Started	N/A	Unknown	Continual	Some initial conversations with PSE are underway.
4	Incorporate an environmental justice assessment into the climate change work plan. (Dependent upon completion of climate perception study.)	1. Complete the climate change perception study; 2. Develop a public engagement plan; 3. Consider conducting paid surveys and interviews with frontline communities; 4. Review survey data with state and county departments of health data; 5. Reevaluate/reprioritize climate change implementation measures; 6. Review plan with the city manager. Providence, RI, Climate Justice Plan:	Education & Outreach	City's communication manager; Korean Women's Association; neighborhood associations; Community Services Advisory Board; Youth Council; Lakewood's Promise; Pierce County Sustainability Collaborative; Tacoma Pierce County Health Department; WA State Department of Health.	3	0	0	4	0	0	0	7	0	2	\$30,000	9	Early action	Not started	Unique	Jun 23	Oct 23	
9	NEW! Use a supplemental greenhouse gas/climate change impact worksheet of climate change impacts and potential mitigation when conducting an environmental review process under the State Environmental Policy Act.	1. Instruction sheet; 2. Develop worksheet using spreadsheet; 3. Amend SEPA checklist; 4. Determine if the worksheet is to be used for mitigation purposes, to track emissions only, or if it is a voluntary tool only? King County, WA: https://kingcounty.gov/-/media/depts/permitting-environmental-review/dper/documents/forms/SEPA-Greenhouse-Emissions-Worksheet-Instructions.ashx?la=en City of Bremerton, WA: https://www.bremertonwa.gov/DocumentCenter/View/1588/Greenhouse-Gas-Brochure-PDF City of Los Angeles, CA: https://planning.lacity.org/eir/SanPedro/DEIR/Vol%20II/04_AppC_GreenHouseGasEmissionsData.pdf	Energy & Built Environment	Pierce County Sustainability Collaborative; Puget Sound Clean Air Agency; Washington State Department of Ecology.	0	2	0	0	3	0	0	5	4	0	\$0	9	Early action	Not started	Unique	Dec 22	Mar 23	Some cities are already using a revised/modified checklist.
10	NEW! Lakewood, as a member of the South Sound Military Communities Partnership SSMCP), advocate at both the state and federal levels for improvements to the I-5 Nisqually Corridor. Project has multiple challenges: Transportation alternatives for I-5 traffic congestion; Sea level rise leading to increased flood potential; Mitigating salmon habitat degradation; Military readiness and national security; Environmental remediation; Population growth; and Treaty rights of the Nisqually Tribe.	1. Imperative that the I-5 Nisqually River projects is placed into the WA Transportation Improvement Program (TIP); 2. Determine the level of NEPA analysis required; 3. Emphasize strategies that require EA/EIS; 4. Conceptual project development; 5. Prepare environmental discipline reports related to EA/EIS process; 6. Ongoing coordination with partners and regulatory agencies; & 7. Support legislative advocacy for federal funding.	Energy & Built Environment; Transportation	SSMCP partnerships (multiple local, state, federal agencies, and private parties). Governor Inslee, Sen Cantwell and Congresswoman Strickland all support the project as a priority for the state.	3	0	0	4	0	0	0	7	0	2	\$125,000,000	9	Long term action	In process	Ongoing with multiple tasks at play at various government al layers	Dec 17	Multi-year; tentative construction dates, 2027/2028 (?)	State funding at this point. Most recently \$5M for NEPA and \$75M for engineering pre-design. Possible shortfall of \$50M for pre-design will require federal assistance for funding. Federal funding required in the near future should construction schedule stay in the 2027/2028 timeframe. The I-5 Nisqually Corridor is now defined as a WA State mega-project and is about to be listed on the state TIP, PSRC and TRPC TIPs. This is a
12	Conduct a sustainability audit that evaluates existing plans, ordinances, and development standards to identify regulatory barriers to infill development. (fee waivers, density bonuses, development impact fee, tax benefits, etc.).	1. Review with utility providers current infrastructure limitations; 2. Perform a regulatory process assessment regarding the City's land use and development codes; 3. Perform a regulatory process assessment for Lakewood Water District, Pierce County Public Works and Planning, West Pierce Fire District, and power purveyors; 4. Provide recommendations for suggested improvement; 5. Implement recommendations. City of Tacoma Residential Infill Pilot Program https://www.cityoftacoma.org/UserFiles/Servers/Server_6/File/cms/Planning/Residential%20Infill%20Pilot%20Program/Handbook%202020.pdf Berkeley Law Right Type Right Place Assessing the Environmental and Economic Impacts of Infill Residential Development through 2030 https://www.law.berkeley.edu/wp-content/uploads/2017/03/Right-Type-Right-Place.pdf Denver Council of Governments Regulatory Strategies for Encouraging Infill & Redevelopment	Energy & Built Environment	Pierce County Planning and Public Works (sewers); Lakewood Water District (water); SSHAP.	0	2	0	0	3	0	0	5	4	0	\$60,000	9	Early action	Started	Unique	Unknown	Unknown	Some information will be collected as part of the Housing Element update currently underway; may begin to see initial data September 2022.
16	Revise the Lakewood's tree preservation code.	1. Public participation plan; 2. Kickoff meeting and ongoing coordination; 3. Lakewood tree canopy situation assessment; 4. Lakewood tree code evaluation; 5. Tree advisory committee facilitation; 6. Stakeholder engagement; 7. Legislative review process. City of Oak Harbor Garry oak tree protection https://www.codepublishing.com/WA/OakHarbor/html/OakHarbor20/OakHarbor2016.html Island County Code https://library.municode.com/wa/island_county/codes/code_of_ordinances?nodeId=TITXVIIIZO_CH17.03ISCOZOZO_17.03.180L_AUSST Pierce County Code, Table 18.1.15.030.1, Significant Trees	Energy & Built Environment and Carbon Sequestration	Internal; Ad hoc tree committee.	3	0	0	4	0	0	0	7	0	2	\$60,000	9	Early action	Started	Unique	Sep 21	Aug 22	General fund. Once the new code is adopted, depending on proposed regulations, additional staffing may be required. Cost for ½ FTE, \$45,432; for full FTE, \$90,864.

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					High 3	Medium 2	Low 1	Critical 4	Important 3	Normal 2	Low 1		In budget 4 (\$931,199)	Not in budget 2	Consulting services? (no points)		Timeframe	Progress	Frequency	Start Date	Completion Date	
20	Explore the feasibility of reducing the city hall footprint from three floors to two floors. (Potentially reducing energy consumption.)	1. Internal discussion/establish a review committee; 2. Collect city hall as-built drawings; 3. Release RFP; 4. Review proposals; 5. Select preferred candidate; 6. Enter into contract for services; 7. Perform a needs assessment and obtain the space needs for each department; 8. Produce three floor plans informed by the needs assessment results, categorized by low, medium, and high costs; 9. Produce cost estimates for each floor plan. Designing Government Offices for the Post-COVID Era https://www.gensler.com/blog/designing-government-offices-for-the-post-covid-era 7 Urban Planning Ideas for Smarter Workplace Design https://www.newdayoffice.com/blog/7-urban-planning-ideas-for-smarter-workplace-design Lake Oswego City Hall Facilities Assessment https://www.ci.oswego.or.us/sites/default/files/fileattachments/citymanager/cityprojects/19150/city_hall.pdf City of Tukwila Facilities Needs Assessment and Feasibility Study https://www.tukwila.wa.gov/departments/mayors-office/key-city-plans-and-projects/facilities-needs-assessment-and-feasibility-study/ City of Leavenworth, WA	Energy & Built Environment	Internal.	0	2	0	0	3	0	0	5	4	0	\$130,000	9	Early action	Started	Unique	Jan 22	Aug 22	\$100,000 ARPA funds; \$30,000 General Fund; RFP in-process.
23	Regularly update the Downtown Subarea Plan and the Lakewood Station District as market conditions and climate conditions change.	David Bueher: ACTION STEPS - 1. Obtain docket approval; 2. Review, and revise where needed, relevant plans and regulations; 3. Conduct a public engagement process; 4. Perform SEPA; submit notice to the state; & 5. Take legislative action on proposed amendments.	Energy & Built Environment	Internal; Lakewood Water District; Pierce County Public Works; Pierce Transit; Lakeview Light & Power; Tacoma Power.	0	2	1	0	0	2	0	5	4	0	\$0	9	Early action	Started (underway)	Every 2 years	Sep 21	Aug 22	
30	Support the implementation of the Tacoma-Pierce County Solid Waste & Hazardous Management Plan.	1. Determine Planning Area and Responsibilities 2. Involve the local SWAC; 3. Develop scope of work; 4. Develop preliminary draft 5. Public review; 6. Ecology review; 7. SEPA; 8. Submit final draft to Ecology; 9. Adopt final draft; 10. Submit adopted plan to Ecology; 11. Implement the plan (new interlocal agreement);	Waste Consumption; Education & Outreach	Pierce County; Tacoma-Pierce County Health Department; Waste Connections; other Pierce County cities; Clover Park School District; Western State Hospital; Pierce College; Clover Park Technical College; Saint Clare Hospital	0	2	0	0	3	0	0	5	4	0	\$0	9	Early action	Started	Unique	Mar 22	Continual	Project underway. Original plan adopted in 2000 & updated in 2016. A new plan is under review. City Council was provided a presentation on March 14, 2022. City staff persons assigned to monitor plan's promulgation and eventual adoption. A new plan may require amendments to the City's current contract with Waste Connections.
2	Inform city residents and businesses, the city council, planning commission, staff, and other stakeholders of the city's emission reduction targets and overall progress. Add targets and progress to the Lakewood dashboard.	1. Review metrics of other jurisdictions; 2. Choose KPIs and metrics to track; 3. Select data sources; 4. Understand the intended audience; 5. Build reports and dashboard with meaningful and straightforward graphs. 6. Review the dashboard with stakeholders.	Education & Outreach	Not applicable in early stages; may establish a uniform reporting process through the Pierce County Sustainability Collaborative.	0	2	0	0	0	2	0	4	4	0	\$0	8	Early action	Not started	Annual	Dec 22	Continual	
8	Develop plans for key commercial corridors in the city to guide redevelopment of these areas into mixed-use, pedestrian and transit-oriented corridors and nodes. Possible corridors include South Tacoma Way, Steilacoom Boulevard SW, Bridgeport Way, and Union Avenue SW. Include development standards and urban design guidelines.	1. Determine which corridor goes first; 2. Establish a work program (including a public participation plan) and schedule; 3. Hire a consultant; 4. Develop corridor planning process 5. Review transportation topics (street classification, transit, pedestrian & bicycles, parking freight, proposed capital projects, TDM, & ITS); 6. Regulations & studies; 7. Conduct a public engagement process; 8. Submit notices to the state; & 9. Take legislative action on proposed amendments. Corridor Planning Guide: https://www.dvrpc.org/reports/07028.pdf City of des Moines Corridor Management Plan: https://www.seatacwa.gov/home/showpublisheddocument/14703/636301021452800000 City of Pasco Corridors & Gateway Plan: https://www.pasco-wa.gov/DocumentCenter/View/2555/Corridors-and-Gateways-Plan-11-17-2008-INFO-08-07?bidd=-	Energy & Built Environment	Lakewood PWE; Pierce Transit; neighborhood groups affiliated with specific corridors; and utility companies/public agencies.	3	0	0	0	3	0	0	6	0	2	\$400,000	8	Early action	Not started	Unique	Unknown	Unknown	General Fund; currently not budgeted, but based on other subarea plan development, \$100,000 per corridor for a total of \$400,000.
17	Examine City practices for opportunities to reduce paper consumption in the workplace. Implement a document management information system.	1. Review/amend retention schedules; 2. Prepare the documents to be converted and stored in the document management software; documents may be paper or electronic ones stored in different folders, drives or cloud services. Ensure that you have all the documents ready to be converted into the electronic format; 3. Establishing a new set of practices to accommodate, and make use of new software; 4. Add users (city departments) to the document management database. Users are added one at a time; 5. Create user roles and assign privileges; 6. Define a document organization structure; 7. Scan paper documents including building construction documents; 8. Create standardized workflows; 9. Establish 'day-forward' filing systems; 10. Train employees. Access, How to go Paperless at Your Office https://www.accesscorp.com/blog/4-steps-to-going-paperless/ Centric Business Systems, Be Green and Sustainable Using Digital Document Management and MPS https://www.centricbiz.com/be-green-and-sustainable-using-digital-document-management-and-mps/	Waste Consumption	Internal.	0	2	0	0	0	2	0	4	4	0	\$300,000	8	Early action	Started	Unique	Feb 21	Feb 26	General fund.

Implementation Measure #	Description	Action Steps	Category	Partners	Difficulty/ Effort			Priority				Subtotal points (D, P)	Financials (2022)			Total points (D,P,F)	Timing (Where budget constraints were identified, completion dates have been extended.)					Notes
					High 3	Medium 2	Low 1	Critical 4	Important 3	Normal 2	Low 1		In budget 4 (\$931,199)	Not in budget 2	Consulting services? (no points)		Timeframe	Progress	Frequency	Start Date	Completion Date	
26	Adopt and enforce the 2018 Washington State Energy Code.	<p>1. SBCC Council & Standing Committee Review;</p> <p>2. SBCC Legislative Review Committee;</p> <p>3. Technical & Advisory Committees;</p> <p>4. WABO review;</p> <p>5. State legislative action; &</p> <p>6. Local legislative action & Incorporation into LMC Title 15.</p> <p>Washington State Building Code Council, Energy Code https://sbcc.wa.gov/state-codes-regulations-guidelines/state-building-code/energy-code</p> <p>RDH, 2021 Update: Understanding the 2018 Washington State Energy Code and Seattle Energy Code Changes https://www.rdh.com/blog/2021-update-understanding-the-2018-washington-state-energy-code-and-seattle-energy-code-changes/</p> <p><i>Leveled: Changes to Washington State Energy Code Requirements Cause Backlash From Contractors</i></p>	Energy & Built Environment; Consumption Management	Washington State Building Code Council (SBCC); Washington Association of Building Officials (WABO); Pierce County Master Builders Association	0	2	0	0	0	2	0	4	4	0	\$0	8	Early action	Started	Ongoing	Not applicable	Continual	New code became effective February 1, 2021. New codes have increased costs for new residential construction. Often difficult to incorporate new requirements into older residential structures. City's position is to apply flexibility in such situations.
27	Support the creation of a South Tacoma Way Bus Rapid Transit System (BRT) that connects Downtown Tacoma, Lakewood, and Joint Base Lewis McChord.	<p>1. June 2021, Pierce Transit allocates \$812,000 to study four BRT corridors, one of which includes Route 3, also known as BRT B. BTR B runs from Downtown Tacoma, along South Tacoma Way to the LakewoodSR-512 Park-and-Ride.</p> <p>2. Current project schedule (subject to change): Environmental 2028-2029; Final design 2030-2032; Final construction 2033-2034.</p> <p>3. City right-of-way permits.</p> <p>Lakewood City Council Agenda, April 11, 2022 https://cityoflakewood.us/wp-content/uploads/2022/04/2022-04-11-Council-Agenda.pdf</p> <p>Pierce Transit, BRT Expansion Study https://www.piercetransit.org/brt-expansion-study/</p> <p>The Urbanist, Pierce Transit Plans 'Stream' BRT Expansion, Bus Lane Cutbacks on First Line</p>	Transportation	Pierce Transit, Lakewood neighborhood associations, Korean business community, City of Tacoma, & JBLM.	3	0	0	0	3	0	0	6	0	2	\$0	8	Long term action	Early planning stages	Ongoing	Jun 21	2034 (tentative)	See Lakewood City Council minutes, April 11, 2022.
32	Implement water conservation efforts for households, businesses, industries, and public infrastructure. Include measures to encourage installation of drought-tolerant and native vegetation.		Waste Consumption; Carbon Sequestration; Education & Outreach	Internal, Lakewood Water District	0	0	1	0	3	0	0	4	4	0	\$0	8	Early action	Started	Ongoing	Dec 20	Continual	Project completed: City's land use and development code already have provisions which require drought-tolerant and native plants.
13	Establish a trip reduction policy that includes a remote work strategy, and appropriate technology. Consider incorporation into the city's land use and development code.	<p>1. Determining whether measures should be compulsory or voluntary, and what the appropriate methods of enforcement should be for employers and developers that do not comply;</p> <p>2. Technical support programs to assist developers, businesses, and local agencies in implementing ordinances;</p> <p>3. Baseline understanding of existing employee commute behavior and the availability of alternatives (typically gained through surveys);</p> <p>4. Methods for collecting data on travel patterns, mode sharing, and other metrics to evaluate the effectiveness of trip reduction ordinances;</p> <p>5. Examine the types of remote work models currently in practice;</p> <p>6. Merge TDM with remote work models;</p> <p>7. Take legislative action on proposed amendments.</p> <p>Washington State Revised Code, RCW 70.94.531, Transportation demand management - Requirements for employers. http://app.leg.wa.gov/RCW/default.aspx?cite=70.94.531</p> <p>WSDOT Commute Trip Reduction (CTR) program website. https://www.wsdot.wa.gov/transit/ctr/overview</p> <p>Harvard Business Analytics Services; Is Remote Work Actually Better for the Environment? https://hbr.org/2022/03/is-remote-work-actually-better-for-the-environment</p>	Transportation	WSDOT; Washinton Department of Commerce.	3	0	0	0	0	2	0	5	0	2	\$25,000	7	Early action	Not started	Unique	Unknown	Unknown	
15	Develop an urban forest management plan (public properties only).	<p>1. Authorization and scoping;</p> <p>2. Begin work plan development;</p> <p>3. Initial meeting(s) to gather input and assign responsibilities;</p> <p>4. Develop vision statement with input;</p> <p>5. Begin inventories and assessments: establish data collection parameters and protocols;</p> <p>6. Data collections;</p> <p>7. Strategic planning - data analysis and synthesis;</p> <p>8. Data presentation and initial goal setting meetings;</p> <p>9. Develop goals, objectives, and actions;</p> <p>10. Gain approval of the strategic plan;</p> <p>11. Implementation Plan - develop a matrix with who will complete the action and when;</p> <p>12. Monitoring plan - establish monitoring protocols, matrix;</p> <p>13. Compile draft plan;</p> <p>14. In-house review of draft plan;</p> <p>15. Public presentation of draft plan;</p> <p>16. Edit draft, compile/format final draft;</p> <p>17. Final plan approval;</p> <p>18. Begin implementation;</p> <p>19. Begin monitoring and adaptive management.</p> <p>Urban Forest Management Plan Toolkit https://ufmptoolkit.net/two/</p> <p>City of Tacoma Urban Forest Action Plan https://s3-usa.s3.amazonaws.com/c/308468772/media/30025e8e44288d21005853766553642/Tacoma%2C%20WA%20Urban%20Forest%20Master%20Plan%20-%20202019.pdf</p> <p>City of Seattle 2020 Urban Forest Management Plan http://www.seattle.gov/Documents/Departments/Trees/Mangement/UrbanForestManagementPlanFinal.pdf</p>	Energy & Built Environment; Carbon Sequestration	Internal: Puget Sound Energy, Tacoma Power, Lakeview Light and Power, neighborhood associations, USDA Forest Service Urban and Community Forestry Program, and State of Washington Department of Natural Resources Urban and Community Forestry Program.	3	0	0	0	0	2	0	5	0	2	\$750,000	7	Early action	Not started	Unique	Unknown	Unknown	Possible funding sources to prepare a management plan may be available through the USDA Forest Service Urban and Community Forestry Program, administered through the State of Washington Department of Natural Resources Urban and Community Forestry Program. Cost to prepare plan, \$250,000. Annual maintenance costs, based on population, \$500,000.
19	Amend/revis the city council's golas that will help guide and focus city resources and program initiatives to: reduce greenhouse gas production and the carbon footprint of city government and the Lakewood community; and, reduce and minimize the potential risks of climate change.	<p>Biennially:</p> <p>1. Confirm or revise strategies advantages and disadvantages;</p> <p>2. Confirm or revise the assumptions about the future; &</p> <p>3. Confirm or revise critical planning issues.</p> <p>City of Lakewood Work Plan https://www.lakewoodwa.gov/DocumentCenter/View/1000/2020-2022-Work-Plan</p>	ALL: Energy & Built Environment; Transportation; Consumption & Waste Management; Carbon Sequestration; Education & Outreach	Internal.	0	0	1	0	0	2	0	3	4	0	\$0	7	Early action	Not started	Annual	Dec 22	Continual	

Implementation Measure #	Description	Action Steps	Category	Partners	Difficulty/ Effort			Priority				Subtotal points (D, P)	Financials (2022)			Total points (D,P,F)	Timing (Where budget constraints were identified, completion dates have been extended.)					Notes
					High 3	Medium 2	Low 1	Critical 4	Important 3	Normal 2	Low 1		In budget 4 (\$931,199)	Not in budget 2	Consulting services? (no points)		Timeframe	Progress	Frequency	Start Date	Completion Date	
24	Enforce the Uniform Plumbing Code (IPC), which requires low-flow appliances and fixtures in all new development.	1. SBCC Council & Standing Committee Review; 2. SBCC Legislative Review Committee; 3. Technical & Advisory Committees; 4. WABO review; 5. State legislative action; & 6. Local legislative action & incorporation into LMC Title 15. State Codes, Regulations & Guidelines https://sbcc.wa.gov/state-codes-regulations-guidelines Water footprint calculator	Energy & Built Environment; Consumption & Waste Management	Washington State Building Code Council (SBCC); Washington Association of Building Officials (WABO); Lakewood Water District.	0	0	1	0	0	2	0	3	4	0	\$0	7	Early action	Started	Ongoing	Not applicable	Continual	Program funded through general fund & permit fees. 2018 code update was effective February 1, 2021.
29	Continue to support neighborhood events such as parks appreciation day, garage sales, and clean-up/recycling events.	1. Pick dates for events; 2. Coordinate with Waste Connections; 3. Review/revise cleanup rules; 4. Advertise; 5. Volunteers; 6. Security through LPD; 7. If feasible count volunteers or number of vehicles. Waste Connections	Waste consumption; Education & Outreach	Waste Connections	0	0	1	0	0	2	0	3	4	0	\$0	7	Early action	Started	Ongoing	Not applicable	Continual	
14	Consider local amendments to the building codes to allow for, encourage, or require integration of passive solar design, green roofs, active solar, and other renewable energy sources.	1. Hire a consultant; 2. Initial/kick-off staff workshop; 3. Developer engagement workshop; 4. Public engagement exercises; 5. Develop design principles for "good" green development standards; 6. Update and review internal planning application review processes/staff training; 7. Develop implementation process; 8. Track and monitor the uptake of the sustainability metrics; 9. Develop incentive programs (requires coordination with utility companies); 10. Take legislative action to incorporate/expand green design principles into building, and land use and development codes. Clean Air Partnership https://cleanairpartnership.org/cac/wp-content/uploads/2020/05/Green-Development-Standards-Implementation-CAC-May-22.pdf City Lab, Hamilton, Ontario	Energy & Built Environment	Washington Association of Building Officials; Pierce County Master Builders Association; partnerships with surrounding cities and Pierce County; Puget Sound Energy; Tacoma Power; Lakeview Light and Power; Washington State Department of Commerce	3	0	0	0	0	0	1	4	0	2	\$300,000	6	Long term action	Not started	Unique	Unknown	Unknown	NOT RECOMMENDED. Assume an initial investment of a \$300,000 consultant contract plus additional building division staff. City of Olympia attempted green development standards, but dropped the program because of expense. Only available for new construction, not used for tenant improvement projects. Existing incentives will not sufficiently offset costs. Few building projects will incorporate voluntary green building techniques.
31	NEW! Map vulnerable community assets and disadvantaged neighborhoods.		ALL: Energy & Built Environment; Transportation; Consumption & Waste Management; Carbon Sequestration; Education &	Internal: Washington State Department of Health; Tacoma-Pierce County Health Department; West Pierce Fire & Rescue	0	0	1	0	3	0	0	4	0	2	\$0	6	Early action	Started	Ongoing	Not applicable	Continual	Project completed. Work performed by the Washington Department of Health.



To: Mayor and City Councilmembers

From: Paul A. Bucich, P.E., Public Works Engineering Director

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

Date: October 17, 2022

Subject: Clover Creek Engineering Alternatives Evaluation Update

During tonight's City Manager report, City Council will be briefed on the status of the on-going Clover Creek Engineering Alternatives Evaluation. Public Works Engineering and Brown and Caldwell, the Consultant, have conducted four technical advisory meetings with representatives from a number of local, state, and federal agencies, presented the project purpose and intentions to the public in an open meeting in City Council Chambers to solicit feedback, conducted an evaluation of potential solutions and narrowed the list of potential alternatives down to four:

- 1) Do nothing
- 2) Construct a Levee/Floodwall along I-5
- 3) Construct a Levee/Floodwall along the stream corridor between Bridgeport Way and the Railroad boundaries upstream
- 4) Enhance the stream corridor to better pass the flows.

The results of these evaluations will be presented to City Council along with planning level cost estimates for implementation as well as potential flooding impacts for each alternative along with those costs.

A final public presentation is scheduled for November 10th, 2022 in Council chambers.



To: Mayor and City Councilmembers

From: Samantha Johnson, Assistant City Attorney/City Prosecutor

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

Date: October 17, 2022

Subject: Annual Review of Prosecution Services

This is to provide a snapshot of the Legal Department's criminal services and brief the City Council on prosecution efforts this year, including, but not limited to:

- Continuing efforts to use and/or support alternatives to traditional prosecution and/or sentencing (including Veterans' Court, Sexual Trafficking and Exploitation Program (STEP), City work crew).
- Compliance with SB 5612, the Victim's Rights Act, and impacts on the Department.
- Continued legal support and education for Lakewood Police Department (LPD).

Prosecution Services January 2022 through Present

The City Prosecutor reviews and prosecutes criminal misdemeanor cases for the City of Lakewood, Town of Steilacoom and the City of DuPont. This includes reviewing cases for charging, appearing on all criminal court calendars, working with victims and witnesses, preparing for trial, and any other tasks needed for successful prosecution.

In addition to criminal cases, the prosecution team is responsible for the Code Enforcement calendar, Traffic Infraction calendar, and Drug Forfeiture calendar. The City Prosecutor is responsible for advising the respective law enforcement agencies on particular cases or issues of law, as well as providing training to the line officers and remaining accessible and responsive to all three police departments regarding misdemeanor prosecution matters.

As of October 10, 2022, the prosecution team includes: one (1) full time city prosecutor/police advisor, two (2) full-time assistant city attorneys, two (2) full time office assistants, and one (1) half-time STOP grant-funded office assistant who is devoted to handling domestic violence cases (20 hours/week). Routine daily prosecution responsibilities are managed by the team. Additional support as appropriate and needed range from department management support by the City Clerk, document production support through the Public Records Team and consulting on legal issues among attorneys in the department.

Highlights:

- The Criminal Division has conducted eight (8) jury trials to date for 2022 (2020 –two (2) trials held and 2021 – four (4) trials held).
- Implementation of processes for compliance with SB 5612, Victim’s Right Act, increasing services and communication with survivors of domestic violence.
- The Criminal Division has developed a process to establish contact with non-DV victims and witnesses to ensure successful prosecution of the case.
- The Legal Department criminal division has no backlog of criminal cases for charging. All cases are reviewed timely and filed with the court.
- The Criminal Division welcomed an additional Associate City Attorney funded through the body worn camera (BWC) program. With an additional attorney and the BWC program not yet fully implemented, we have absorbed the Code Calendar from the Civil Division, increased our review and investigation into cases, and the attorney has assisted the civil division with pending matters.

Domestic Violence Efforts

We continued our effort to increase knowledge and advocacy relating to effective law enforcement/prosecution response to domestic violence (DV) in the City of Lakewood and the other two jurisdictions served by this prosecution team. We both maintained and continued to develop community connections. Some of the specific efforts and/or accomplishments include:

- Translated core documents to Spanish, Russian, and Korean. These documents have been certified by a licensed transcriptionist. We have reached a larger population of victims through the use of translated documents.
- SB 5612 provided new rights for all victims of domestic violence including updates on criminal cases through the life of the case upon request and a right to make a statement at sentencing. Prior to SB 5612, our office contacted victims an average of 1.5 times on each case; since SB 5612, we are contacting victims an average of 3.75 on each case.
- Continued to enhance our response to DV survivors and family members by sending all domestic violence reports reviewed for charging by e-mail to the Center for outreach to the survivor by a trained DV advocate.
- Established new relationships with three advocacy agencies:
 - Mi Centro – services victims of domestic violence (male & female) and provides Spanish speaking advocacy
 - Our Sister’s Place – provides services for African American women only
 - Catherine’s Place – provides services for only women victims of domestic violence and provides Spanish speaking advocacy
- Continued to regularly attend/participate in the following DV-related organizations: Pierce County STOP Grant working group (hosted by the Pierce County YWCA) and Latina Advisory Panel.

Impaired Driving Efforts

The City Prosecutor, as both Lakewood Police Department legal advisor and the City Prosecutor, continues to provide legal advice to the officers on detection, investigation, and prosecution of impaired drivers. The Prosecution Team has seen an increase in DUI motion and trial practice.

- The Washington State Toxicology Crime Lab is processing blood samples between 8 - 20 months depending on the substances tested for. This has presented a challenge for both enforcement and prosecution of DUIs due to the delay in filing while waiting for the forensic results.
- City Prosecutor presented a training to LPD about collection of breath samples on DUIs and testifying in criminal motions and trial.
- One (1) DUI trial and four (4) DUI motions were held in 2022 (zero (0) DUI trials or DUI motions held in 2020 or 2021).

Criminal Charging Review Cycle Times

Currently, we are charging in custody matters—both misdemeanors and felony referrals (“NCF” or “no charges filed”)—with 1-4 hours of receiving notice the suspect is in custody and the matter is pending charging review. Most out of custody charging review cycle times (from receipt to charging review) are currently 14 – 21 days.

Once a criminal matter has been reviewed by a prosecutor, the case is prepared and filed with the court within 10 business days.

Alternatives to Prosecution & Sentencing:

The City Prosecutor’s Office is still working with Lakewood Municipal Veterans’ Court to enroll veterans in a therapeutic court to address their underlying issues.

RCW 2.30.030 outlines eligibility for therapeutic courts such as Veterans’ Court and specifically directs that “[i]n criminal cases, the consent of the prosecutor is required.” As such, the City Prosecutor is actively involved in both preliminary screenings for eligibility as well as on-going discussions with all stakeholders regarding same. The City Prosecutor understands Veterans’ Court viability depends not only on encouraging as many eligible defendants as possible to apply, but also screening to make sure basic eligibility requirements are met, that the defendant has a chance of successfully completing Veterans’ Court intensive requirements¹ and are not a distraction to the other participants in Veterans Court.

Additionally, the City Prosecutor continues to work with STEP through Rebuilding Hope to form a partnership to provide services to individuals charged with prostitution. The City of Lakewood does not currently have any partnerships with agencies to provide individuals charged with prostitution services. STEP works with female sex workers to provide counseling, education, basic life skills, and support. The goal is to refer female sex workers to this program in lieu of jail time.

Furthermore, the City Prosecutor refers eligible crimes to the Friendship Diversion program through Pierce County in lieu of filing charges. If the individual successfully completes the program, charges will be declined and never filed with the court. This is both rehabilitative and cost saving.

¹ This does not mean defendants who have risk factors indicating Veterans’ Court may be difficult for them are not still eligible.

Finally, prosecutors are still actively supporting and recommending requests for work crew in lieu of fines or jail time for qualified defendants.

Improving Criminal Team Processes and Efficiencies

The Legal Department criminal team continues to work on improving processes and increasing professional delivery of prosecution services from intake, case preparation and case presentation in court/in trial. Examples include:

- Developed process for communication with non-DV victims and witnesses. This has enhanced our evidence collection, increased our response for restitution requests, and allowed for a stronger negotiating position.
- Developed standards for prosecution of Driving While License Suspended cases.
- Developed standards for prosecution of DUI.
- Established NCIC access (system used to run out of state criminal history) for one (1) attorney and continue to work towards all staff having access.

Prosecution Services Update

Presented by: Samantha Johnson

Incident Numbers vs. Case Numbers



Law Enforcement

Legal

Court

Domestic Violence Efforts

HIGHLIGHTS

1. Compliance with Victim's Rights Act
2. Establishing community partnerships
3. Increased access to justice through translation and interpretation

ANNUAL COMPARISON OF NUMBERS				
	2019	2020	2021	2022 (JAN-SEP)
No. of DV Victims	667	435	411	578 (projected to reach 800)
Avg. No. of Contacts	Unknown	1.5	2	3.75
Translation/ Interpretation services	Unknown	0	~45 minutes	1053 minutes
No. of DV cases filed	695	600	452	~534 projected

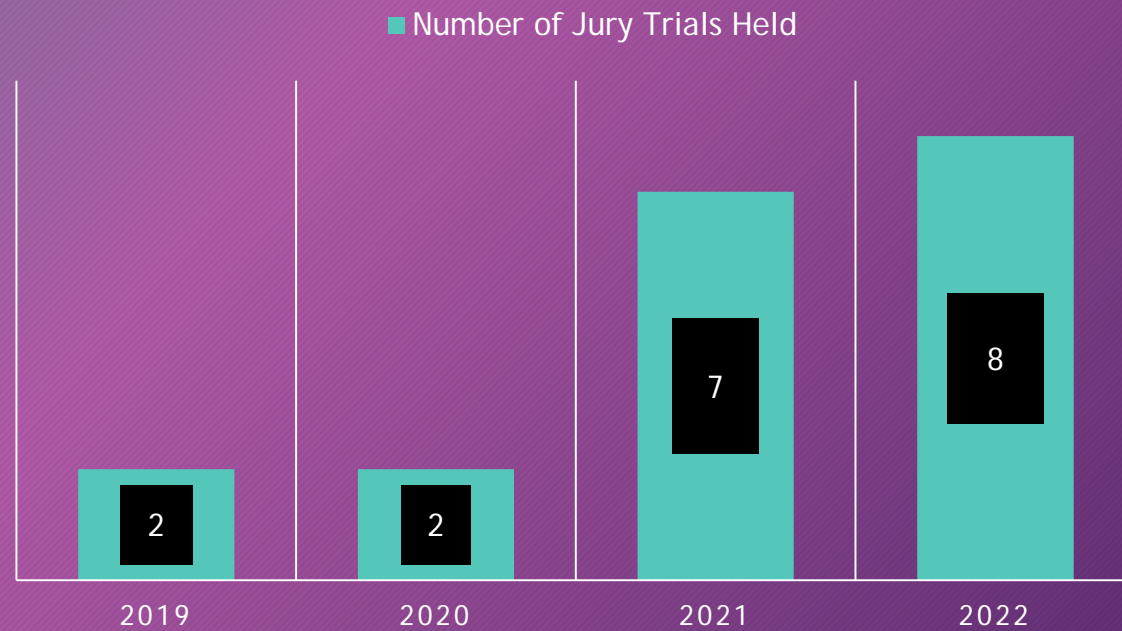
Jury Trial

➤ Significant Increase in Trials

➤ Preparation

➤ Presentation

NUMBER OF JURY TRIALS HELD



Retail Theft Enforcement & Prosecution

ENFORCEMENT

- Arrest
- Booking
- Out of Custody Referral

PROSECUTION

- Pre-trial
- Trial
- Guilty Plea

RESOLUTION

- Work Crew
- Jail
- Community Service

Emphasis 1: September 15,
2022

13 suspects

\$2,932.50 Recovered

Body Worn Camera Program

- Currently 77 cameras deployed
- Estimate full deployment by end of October 2022
- Impact Estimations
 - Increase time to review cases for charging and negotiation
 - Increase production of discovery
 - Increase trial time for presentation of evidence