



LAKEWOOD CITY COUNCIL AGENDA

Monday, April 17, 2023

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

1. Presentation of a check from Rotary Club of Lakewood for the Fort Steilacoom Park Playground Project.

PUBLIC COMMENTS

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.

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

- (4) A. Approval of the minutes of the City Council study session of March 27, 2023.
- (7) B. Approval of the minutes of the City Council meeting of April 3, 2023.
- (12) C. Motion No. 2023-42
- Authorizing the execution of an agreement with KBH Construction, Inc., for the Bridgeport Way and Pacific Highway Gateway Monument Project.
- (24) D. Motion No. 2023-43
- Authorizing the execution of an amendment to the agreement with the State of Washington Department of Enterprise Services for the City Hall Investment Grade Audit.
- (37) E. Motion No. 2023-44
- Authorizing the execution of an interlocal agreement with the State Department of Social and Health Services for the construction of a temporary traffic signal at Steilacoom Boulevard and Chapel Gate Road.
- (49) F. Motion No. 2023-45
- Canceling the City Council study session of Monday, May 8, 2023.
- (50) G. Items filed in the Office of the City Clerk:
1. Public Safety Advisory Committee meeting minutes of December 7, 2022.
 2. Lakewood Arts Commission meeting minutes of January 9, 2023.
 3. Parks and Recreation Advisory Board meeting minutes of January 24, 2023.
 4. Public Safety Advisory Committee meeting minutes of February 1, 2023.
 5. Parks and Recreation Advisory Board meeting minutes of February 28, 2023.
 6. Planning Commission meeting minutes of March 15, 2023.

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.

R E G U L A R A G E N D A**PUBLIC HEARINGS AND APPEALS**

- (64) This is the date set for public hearing on FY 2023 Community Development Block Grant (CDBG) Annual Action Plan.

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

- (68) Review of 2023 South Sound Military and Community Partnership (SSMCP) Work Plan.
- (72) Review of the Rotary Club of Lakewood American Rescue Plan Act (ARPA) funds request for implementation of the Dolly Parton Imagination Library.

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.



LAKEWOOD CITY COUNCIL STUDY SESSION MINUTES

Monday, March 27, 2023

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: 5 – Mayor Jason Whalen, Deputy Mayor Mary Moss, Councilmembers Mike Brandstetter, Trestin Lauricella and Paul Bocchi.

Councilmembers Excused: 2 – Councilmember Don Anderson and Patti Belle.

Planning Commission Members Present: 4 – Phillip Combs, Robert Estrada, Linn Larsen and Paul Wagemann.

ITEMS FOR DISCUSSION:

Joint Planning Commission meeting.

Planning Commission members introduced themselves. Robert Estrada reviewed the role of the Planning Commission and highlighted the 2023 workplan items. Discussion ensued.

Review of Non-Motorized Transportation Plan Update.

Public Works Engineering Services Manager Weston Ott shared that since 2009 the city has increased sidewalks from 54 to 72 miles through new capital projects. He shared that the updated plan matches current standards, incorporates new and future planned projects and aligns with the Capital Improvement Plan and Transportation Improvement Plan. He reviewed the community engagement process and survey responses noting that 205 responses were received during a three-week period. He shared maps of the Pedestrian System Plan that highlights existing and proposed improvements, the unfunded pedestrian projects and the Bicycle System Plan. Discussion ensued.

Review of FY 2023 Community Development Block Grant (CDBG) Annual Action Plan.

Housing Program Manager Jeff Gumm shared that a Community Development Block Grant (CDBG) Annual Action Plan is developed annually. He reviewed the 5-year planning process for developing and carrying out goals and the citizen participation process. He shared that the FY 2023 allocation for CDBG funding to the city is

\$542,464 and the HOME funding allocation is \$341,312. He then reviewed the 5-Year goals which are to address housing instability among residents, increase the supply of diverse rental and homeowner opportunities, accessible culturally competent services, and safe accessible homes and facilities. He shared that two public hearings were held for residents to provide feedback on the plan. He then reviewed each of the funding recommendations for major home repair, emergency assistance for displaced residents, emergency payment programs, home housing services and the affordable housing fund. Discussion ensued.

Rental Housing Safety Program Update.

Housing Program Manager Jeff Gumm shared that Rental Housing Safety Program has been active for five years, in 2022 -- 1854 rental properties and 11,637 rental units were registered. He shared that of the initial property inspections 96 were conducted by city inspectors and 1 was conducted by an approved private inspector. Of those inspected, 89 properties and 181 units initially failed, after re-inspection 125 of 162 properties passed and 252 of the 432 units were completed. He reviewed a list of common inspection failure items and shared that 73 inspections were mandated based on requests generated by a tenant, owner or the city building or code enforcement. He also reviewed common property issues such as structural components, electrical and plumbing issues. Discussion ensued.

ITEMS TENTATIVELY SCHEDULED FOR THE APRIL 3, 2023 REGULAR CITY COUNCIL MEETING:

1. Proclamation congratulating Janne Hutchins on her retirement and expressing appreciation for the impacts she has made on the Lakewood community.
2. Proclamation recognizing April 22, 2023 as Parks Appreciation Day.
3. Youth Council Report.
4. Clover Park School District Report.
5. Authorizing the execution of an interlocal agreement with Pierce County for fingerprint and firearm examination services. – (Motion – Consent Agenda)
6. Authorizing the execution of an agreement for the 2023 Chip Seal Program. – (Motion – Consent Agenda)
7. This is the date set for a public hearing on the FY 2023 Community Development Block Grant (CDBG) Annual Action Plan. – (Public Hearings and Appeals – Regular Agenda)
8. Review of the Dolly Parton Imagination Library Program. – (Reports by the City Manager)

REPORTS BY THE CITY MANAGER

Acting City Manager Tho Kraus announced the following upcoming events:

- March 29, 11:30 A.M. to 1:00 P.M., Community Health Care, 2023 Annual Lunch & Laughter Luncheon, Hotel Murano-Bicentennial Pavilion
- April 1, 10:00 A.M. to 11:00 A.M., Motor Avenue Plaza Public Art Ribbon Cutting Event
- April 15 and 16, Spring 2023 Community Cleanup, 8:00 A.M. to 2:00 P.M., Waste Connections Transfer Station
- April 26, 7:30 A.M. to 9:00 A.M., Living Access Support Alliance (LASA) Fundraising Breakfast Event, McGavick Conference Center
- April 27, 6:30 P.M., 101st Annual Meeting of the Lakeview Light & Power Corporation, Lakewood City Hall, City Council Chambers

CITY COUNCIL COMMENTS

Councilmember Brandstetter thanked Lakewood Rotary for their financial donation in support of the Dolly Parton Imagination Library program.

Councilmember Bocchi shared that he attended the Lakewood Rotary event.

Councilmember Lauricella thanked the Planning Commission members who presented this evening.

Deputy Mayor Moss shared that last week she went to Washington, D.C for meetings with the Federal Legislative Delegation and she attended the 62nd Airlift Wing Awards Ceremony.

Mayor Whalen shared that last week he traveled to Washington, D.C. for meetings with Federal Legislative Delegation, to Spokane where he received a Distinguished Alumni Award from North Central High School and he attended the Lakewood Rotary event.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:44 p.m.

ATTEST:

JASON WHALEN, MAYOR

BRIANA SCHUMACHER
CITY CLERK



LAKEWOOD CITY COUNCIL MINUTES

Monday, April 3, 2023

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: 6 – Mayor Jason Whalen, Deputy Mayor Mary Moss, Councilmembers Mike Brandstetter, Patti Belle, Trestin Lauricella and Paul Bocchi.

Councilmember Excused: 1 – Councilmember Don Anderson.

PLEDGE OF ALLEGIANCE

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

PROCLAMATIONS AND PRESENTATIONS

Proclamation congratulating Janne Hutchins on her retirement and expressing appreciation for the impacts she has made on the Lakewood community.

MAYOR WHALEN PRESENTED A PROCLAMATION CONGRATULATING JANNE HUTCHINS ON HER RETIREMENT AND EXPRESSING APPRECIATION FOR THE IMPACTS SHE HAS MADE ON THE LAKEWOOD COMMUNITY.

Proclamation declaring April 22, 2023 as Park Appreciation Day.

COUNCILMEMBER LAURICELLA PRESENTED A PROCLAMATION DECLARING APRIL 22, 2023 AS PARKS APPRECIATION DAY TO VITO IACOBAZZI, PARKS AND RECREATION ADVISORY BOARD.

Youth Council Report.

Youth Councilmember Hank Jones shared that senior students have been working on completing college scholarship applications and are working to coordinate student recommendations to the Lakewood Rotary for the Climate Change Conference at Carroll University. He shared that students will be volunteering on Parks Appreciation Day and are still working to coordinate the Youth Summit. Discussion ensued.

Clover Park School District Report.

None.

PUBLIC COMMENTS

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

Speaking before Council were:

Dr. Ursula Hall, Lakewood resident, spoke in opposition to the cutting down of trees to construct a traffic circle at Dresden Lane surrounding the entrance of Fort Steilacoom Park. Hall spoke about increasing the tree canopy and the difference between intention and action.

Ria Bakker, Lakewood resident, spoke about the removal of trees to build sidewalks on Phillips Road, the removal of trees in Fort Steilacoom Park and the lack of replanting.

Casey Crook, Lakewood resident, spoke about the Pierce County Library System's lack of services and meaningful partnerships with residents in the community.

Tamra Cook, Lakewood resident, spoke about setting up a system that limits casualties related to homelessness, systems that do not give back and in support of old growth trees. Cook spoke in opposition to cell phones and device agreements.

James Dunlop, Lakewood resident, spoke about the weakness of the elected officials' decisions specific to public art, the Pierce County Library System and appointment of a Hearings Examiner.

Christina Manetti, Lakewood resident, spoke about the Proclamation for Parks Appreciation Day rather than recognizing Earth Day and requested the City Council step up as stewards of Lakewood's environment.

Dennis Haugen, Sioux Falls, spoke about electing politicians in support of building the wall, homelessness, auditing the state and federal government to make sure that money is going to feed people and reaching students with low-test scores.

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

- A. Approval of the minutes of the City Council special meeting of March 13, 2023.
- B. Approval of the minutes of the City Council study session of March 13, 2023.
- C. Approval of the minutes of the City Council meeting of March 20, 2023.
- D. Approval of claims vouchers, in the amount of \$1,968,936.38, for the period of February 23, 2023 through March 15, 2023.
- E. Approval of payroll vouchers, in the amount of \$2,914,847.05, for the period of February 16, 2023 through March 15, 2023.

F. Motion No. 2023-37

Authorizing the execution of an interlocal agreement with Pierce County for fingerprint and firearm services.

G. Motion No. 2023-38

Authorizing the execution of an agreement with Doolittle Construction, LLC, in the amount of \$366,273.50, for the 2023 Chip Seal Program.

H. Motion No. 2023-39

Authorizing Avasek as an Information Technology (IT) Managed Services Provider.

I. Motion No. 2023-40

Approving the purchase of CrowdStrike security systems and services.

J. Motion No. 2023-41

Approving the purchase of a storage system for the disaster recovery site.

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

1. Community Services Advisory Board meeting minutes of November 21, 2022.
2. Planning Commission meeting minutes of March 1, 2023.

COUNCILMEMBER BRANDSTETTER MOVED TO ADOPT THE CONSENT AGENDA. SECONDED BY DEPUTY MAYOR MOSS. 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

City Manager Caulfield requested that the City Council take a group picture on Monday, April 17, 2023 at 6:30 p.m.

He shared that an interlocal agreement will come forward for City Council review related to the temporary access point at Steilacoom Boulevard and Chapel Road.

He shared that the Assistant City Manager for Development Services Bugher has worked with Wagon Wheel Mobile Home Park on an agreement to continue as a non-conforming use and to upgrade and replace water lines and a septic system.

He shared that Kite Reality has partnered with Alliance Residential Company on redevelopment of a portion of the Towne Center property and Youth Councilmember Brandon Elliott received a \$2500 Association of Washington Cities (AWC) Center for Quality Communities Scholarship.

He reported that Congresswoman Strickland has selected the Living Access Support Alliance (LASA) Affordable Housing Project as one of her 15 community projects to be considered for federal funding by Congress.

He then shared that Assistant Police Chief John Unfred presented to Pierce County Performance Audit Committee in response to the impacts of state legislation related to police pursuits.

He reported that in 2021 the City allocated American Rescue Plan Act (ARPA) funding for hand wash stations for five city parks however due to regulations of these stations, the funding doesn't cover project construction. It is recommended that the funding be reallocated towards the American Lake Park expansion project.

He then reported that the Puget Sound Regional Council (PSRC) shared that there is an opportunity to advance the availability of the federal transportation grant for design work for 100th Street SW to South Tacoma Way from 2025 to 2023 and for the design of Military Road from Edgewood to 112th Street SW. In addition, the Public Works Engineering Department has been in contact Puget Sound Energy who recently installed hardware to allow the City to selectively dim streetlights in neighborhoods. The City is evaluating cost savings and impacts to dimming the streetlights.

He then announced the following upcoming events:

- April 15 and April 16, 8:00 A.M. to 2 P.M., Community Clean Up Event, LeMay Transfer Station
- April 22, 9:00 A.M., Park Appreciation Day
- April 26, 9:00 A.M., Living Access Support Alliance (LASA) Fundraising Breakfast Event, McGavick Conference Center

CITY COUNCIL COMMENTS

Councilmember Bocchi shared that he enjoyed attending the Public Art Ribbon Cutting Ceremony.

Councilmember Brandstetter shared that last week he attended the South Sound Housing Affordability Partners (SSHA³P) meeting. He requested that the Non-Motorized Transportation Plan be brought back for additional review at a study session.

Councilmember Belle shared that she attended the Public Art Ribbon Cutting Ceremony.

Councilmember Lauricella shared that he attended the Public Art Ribbon Cutting Ceremony and the Arts Commission meeting.

Deputy Mayor Moss shared that she attended the Public Art Ribbon Cutting Ceremony.

Mayor Whalen shared that he attended the Public Art Ribbon Cutting Ceremony. He shared that the Association of Washington Cities (AWC) Annual Conference will be held on June 20th through 23rd and he will be absent for the meeting of April 10th.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:27 p.m.

JASON WHALEN, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: April 17, 2023	TITLE: Contract Award to KBH Construction, Inc for Gateway Sign Project	TYPE OF ACTION: — ORDINANCE NO. — RESOLUTION NO.
REVIEW: April 17, 2023	ATTACHMENTS: Gateway / Sign Location Map KBH Contract and bid doc	<u>X</u> MOTION NO. 2023-42 — OTHER

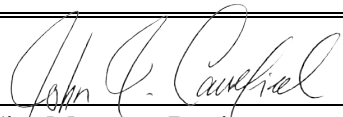
SUBMITTED BY: Mary Dodsworth, Parks, Recreation and Community Services Director

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute an agreement in the amount of \$69,828 (includes WSST) for construction of a gateway sign plus 10% contingency in the amount of \$6,983 for approved change orders specifically related to the project or contract with KBH Construction, Inc.

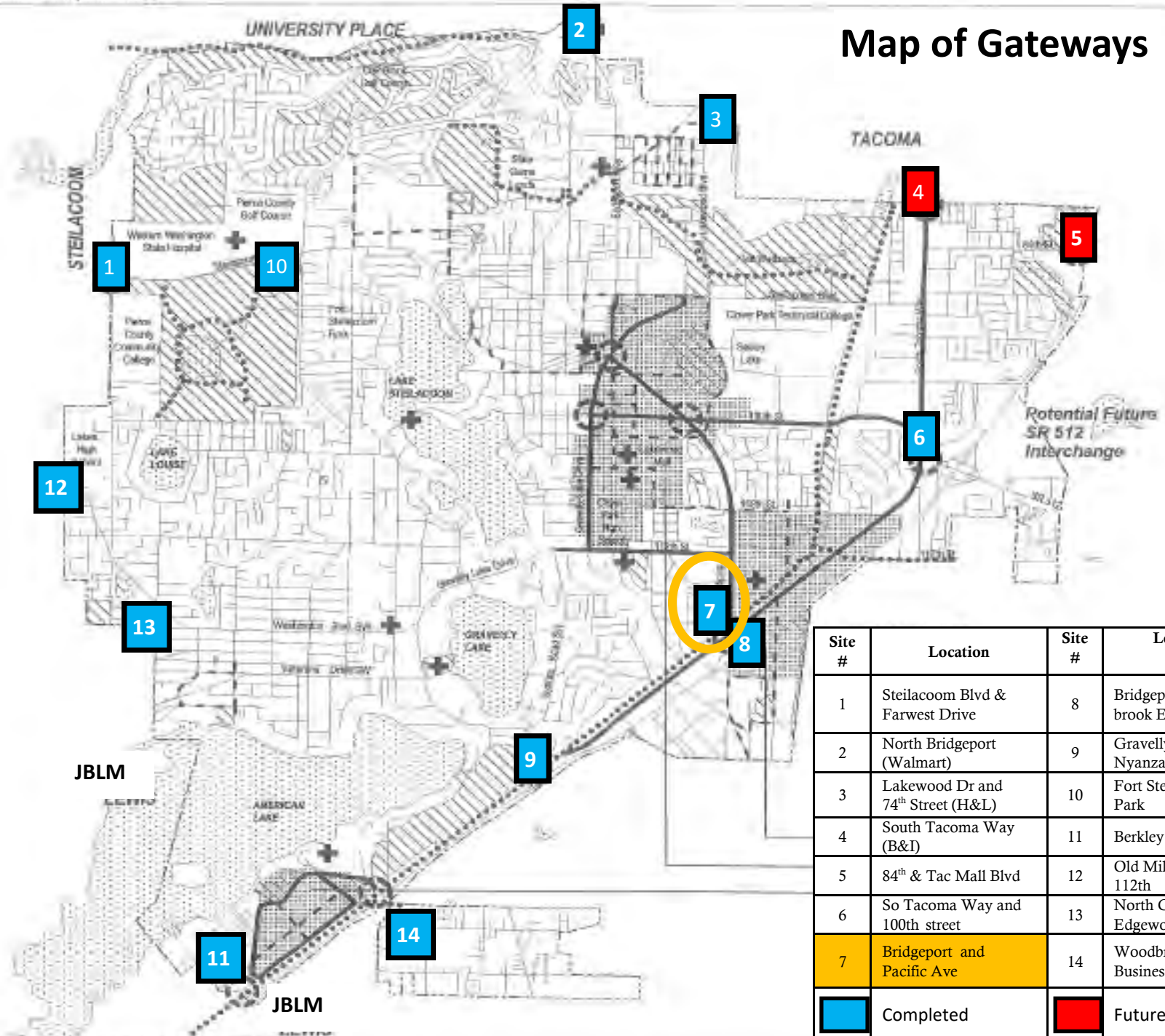
DISCUSSION: The City Gateway sign program started in 2014 with our first sign, located at the intersection of Bridgeport and Pacific Highway, built in anticipation of the US Open coming to our region. On December 25, 2021 a person drove through the sign and damaged it beyond repair. Fortunately, the person was identified and they have insurance to cover the damage. In 2022 the city had the damaged sign removed and rebuilt the area to add features to protect a future sign from similar damage. Staff facilitated a small works roster bid processes to find a general contractor to replace the gateway sign. Three bids were received ranging from \$69,828 to \$257,549. The specifications include all aspects of the project including monument construction, traffic control, electrical, irrigation and sign installation. Additioanl landscaping will be added once the sign project is complete. The contractor building the sign has done several gateways so we are confident in their work.

ALTERNATIVE(S): Council could reject the bids, request changes to the bids, rebid the project, or cancel the project. Any changes could delay the project or increase the cost of the project and jeopardize the insurance reimbursement.

FISCAL IMPACT: \$76,811 - Funds for this project will be reimbursed by the person who did the damage or the insurance company of the person who did the damage to the sign.

Mary Dodsworth Prepared by	 City Manager Review
Department Director	

Map of Gateways



CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of April, 20 23, by and between the **CITY OF LAKEWOOD**, Washington, a municipal corporation, hereinafter referred to as the City, and **KBH Construction Co.**, hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the City desires to have certain services and/or work performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and,

WHEREAS, the Contractor represents that the Contractor is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Agreement.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.**

The Contractor shall perform such services and accomplish such work, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Contractor responsibilities throughout this Agreement and as detailed in the attached plans, specifications, addenda, and the latest edition of Standard Specifications for Road, Bridge, Municipal Public Works Construction prepared by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association herein after called the Standard Specification, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

2. **TIME FOR PERFORMANCE AND LIQUIDATED DAMAGES.**

A. The Contractor shall perform the work of the scope of service in accordance with the time for performance as specified in the Contract Provisions.

B. Liquidated damages shall apply as specified in the Contract Provisions.

3. **COMPENSATION AND METHOD OF PAYMENT.**

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the City.

B. No payment shall be made for any service rendered by the Contractor except for services identified and set forth in this agreement.

C. The City shall pay the Contractor for work performed under this Agreement as detailed in the Bid Schedule which is incorporated herein and made a part hereof by this reference.

D. The Contractor shall submit to the City, in accordance with the procedures specified in the Standard Specifications, and on forms approved by the City, a voucher or invoice for services rendered during the pay period. The City shall initiate authorization for payment after receipt of said approved voucher or invoice and shall make payment to the Contractor within approximately thirty (30) days thereafter.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP.**

A. The parties intend that the relationship of an independent Contractor between the Contractor and the City will be created by this Agreement. The City is interested primarily in the results to be achieved.

The implementation of services will lie solely with the Contractor. No agent, employee, servant or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

5. CONTRACTOR'S EMPLOYEES – PREVAILING WAGE REQUIREMENTS.

The Contractor shall be responsible for payment of wages and salaries, plus all appropriate and timely employment related contributions, for all employees of the Contractor, including but not limited to Workers Compensation Insurance and Unemployment Insurance. The Contractor shall also comply with applicable prevailing wage requirements, and shall document the same to the City upon request, and shall file with the City appropriate affidavits, certificates and/or statements of compliance with the prevailing wage requirements. The Contractor shall also ensure that any sub-contractors or agents of the Contractor shall comply with the requirements hereof.

6. CONTRACTOR'S EMPLOYEES – EMPLOYMENT ELIGIBILITY REQUIREMENTS

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

7. BOND REQUIREMENTS.

The Contractor shall provide and deliver to the City, through its Contract Administrator identified below, such Performance Bond(s) as may be required by the City, in such amount(s) and form(s) as required by the City.

8. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall indemnify and hold the City and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

9. INSURANCE.

The Contractor shall obtain, and keep in force during the full term of this Agreement, Public Liability and Property Damage Insurance in accordance with Sections 1-07.18 of the APWA General Special Provisions to the Standard Specifications and the following additions:

A. The City shall be specifically named as **ADDITIONAL INSURED** in the insurance coverage required hereinabove. A certificate of such insurance or a copy of such insurance policy or policies shall be provided to the City within ten (10) working days after the execution of the Agreement. The Contractor's insurer shall agree to give the City thirty (30) days written notice of cancellation or reduction in coverage below the limits set forth herein. Coverage in the minimum amount set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage. Further, the City reserves all claims or rights of action against the Contractor as if the City were not named in the subject policy or policies.

10. COMPLIANCE WITH LAWS.

A. The Contractor, in the performance of the Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The Contractor specifically agrees to pay any applicable business and permit fees and taxes which may be due on account of this Agreement.

11. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law against Discrimination.

C. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment and/or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provision in the immediately preceding paragraphs herein.

12. RESTRICTION AGAINST ASSIGNMENT.

The Contractor shall not assign this Contract or any interest herein, nor any money due or to become due hereunder without first obtaining the written consent of the City, nor shall the Contractor subcontract any part of the services to be performed hereunder, without first obtaining the consent of the City.

13. CONTINUATION OF PERFORMANCE.

In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Contractor agrees that, notwithstanding such dispute or conflict, the Contractor shall continue to make

a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

14. CONTRACT ADMINISTRATION.

This Contract shall be administered by _____ Jamie Kirkpatrick _____ on

behalf of the Contractor and by the City Manager or designee on behalf of the City. Any written notices required by terms of this Contract shall be served or mailed to the following address(es):

If to the City:
City of Lakewood
6000 Main Street SW
Lakewood, WA 98499

If to the Contractor:
KBH Construction Co.
4805 101st Lane SW
Olympia, WA 98512

15. CONSTRUCTION AND VENUE.

This Contract shall be construed in accordance with laws of the State of Washington. In the event of any litigation regarding the construction or effect of this Contract, or the rights of the parties pursuant to this Contract, it is agreed that venue shall be Pierce County, Washington.

16. TERMINATION AND SUSPENSION.

A. The City may terminate this Agreement upon not less than fifteen (15) days written notice to the Contractor if the services provided for herein are no longer needed from the Contractor.

B. If this Agreement is terminated through no fault of the Contractor, the Contractor shall be compensated for services performed prior to termination in accordance with the rate of compensation provided in the Contract Documents incorporated herein.

17. MERGER AND AMENDMENT.


This Contract contains the entire understanding of the parties with respect to the matters set forth herein and any prior or contemporaneous understandings are merged herein. This contract shall not be modified except by written instrument executed by all parties hereto.

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

CITY OF LAKEWOOD, OWNER

CONTRACTOR

John J. Caulfield, City Manager


Name: _____ Jamie Kirkpatrick _____
Title: _____ President _____

ATTEST:

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

Heidi Wachter, City Attorney

Certification of Compliance with Wage Payment Statutes

The contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date of 3/15/2023, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

KBH Construction
Contractor's Business Name

[Signature]
Signature of Authorized Official*

Jamie Kirkpatrick
Printed Name

President
Title

4-4-23
Date

Olympia
City

WA
State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

CITY OF LAKEWOOD

E-VERIFY REQUIREMENTS FOR CONTRACTORS

By Ordinance, the City of Lakewood requires that all contractors who enter into agreements to provide services or products to the City use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract.

E-Verify is an electronic system designed to verify the documentation of job applicants. It is run by the Department of Homeland Security.

Who is affected?

- All contractors doing business for the City of Lakewood. There is no minimum dollar value for contracts affected.
- All subcontractors employed by the general contractor on these contracts.

Are there exceptions?

- Contracts for "Commercial-Off-The-Shelf" items are exempted from this requirement.
- Individuals, Companies, or other organizations who do not have employees.

How long must the contractor comply with the E-Verify system?

- For at least the term of the contract.

Are there other stipulations?

- E-Verify must be used ONLY for NEW HIRES during the term of the contract. It is NOT to be used for EXISTING EMPLOYEES.
- E-Verify must be used to verify the documentation of ANY new employee during the term of the contract, not just those directly or indirectly working on deliverables related to the City of Lakewood contract.

How will the City of Lakewood check for compliance?

- All contractors will retain a copy of the E-Verify Memorandum of Understanding that they execute with the Department of Homeland Security AND
- Sign and submit to the City an Affidavit of Compliance with their signed contract.
- All General Contractors will be required to have their subcontractors sign an Affidavit of Compliance and retain that Affidavit for 4 years after end of the contract.
- The City of Lakewood has the right to audit the Contractor's compliance with the E-Verify Ordinance.

Further information on E-Verify can be found at the following website:

http://www.uscis.gov/e-verify

If you have questions about the City's E-Verify Ordinance, please contact the City of Lakewood's legal department prior to contracting with the City.

CITY OF LAKEWOOD
AFFIDAVIT OF COMPLIANCE WITH LAKEWOOD MUNICIPAL CODE 1.42
"E-VERIFY"

As the person duly authorized to enter into such commitment for

KBH Construction
COMPANY OR ORGANIZATION NAME

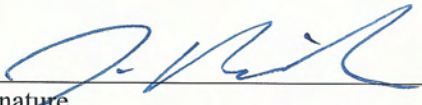
I hereby certify that the Company or Organization named herein will

(Check one box below)

☒ Be in compliance with all of the requirements of City of Lakewood Municipal Code Chapter 1.42 for the duration of the contract entered into between the City of Lakewood and the Company or Organization.

- OR -

☐ Hire no employees for the term of the contract between the City and the Company or Organization.


Signature

Jamie Kirkpatrick President
Print Name and Title

4-4-2023
Date

BID FORM

TO: City of Lakewood, City Clerk's Office

ADDRESS: 6000 Main Street SW, Lakewood, WA 98499-5027

PROPOSAL TO LAKEWOOD CITY COUNCIL, LAKEWOOD, WASHINGTON

PROJECT: City of Lakewood Bridgeport Gateway Monument
301.0006

Bidder KBH Construction

Address 4805 101st Ln SW
Olympia, WA 98512

Date

Contractor's State Lic. # KBHCOLC933 DK

Bidders Declaration of Understanding

The Bidder, in compliance with the City's Advertisement for Bids and Instructions for Bidders for **City of Lakewood Bridgeport Gateway**, having examined the specifications, drawings, related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project including the availability of material and labor, hereby proposes to furnish all labor, materials, tools, expendable equipment, affidavits of prevailing wages paid, utility and transportation services, and incidentals, necessary to perform the complete contract, in a workmanlike manner, and as required by and in strict conformance with the Standard Specifications, Special Provisions, Addenda and plans, all for the rates and lump sum prices listed below. These prices shall cover all expenses incurred in performing the work required under the contract documents, for which this bid is a part. All sales tax shall be included in the lump sum and unit prices within this bid.

Completion Time and Liquidated Damages

Once the Notice to Proceed is issued the contractor will have 60 working days to complete all work. Liquidated damages will be per section 1-08.9 of the latest editions of WSDOT Standard Specifications.

The liquidated damages do not include, and are in addition to, damages from the costs for legal expense, administrative and court costs incurred beyond contract completion date. The cost of additional administrative surveillance, legal expense, and court costs beyond contract completion date shall be billed the contractor at standard billing rates for said services then in effect.

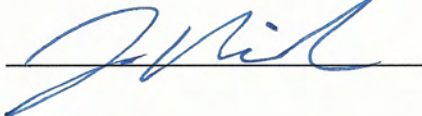
LIST OF PROPOSED SUBCONTRACTORS

Bidder shall list ALL subcontractor(s) proposed to be used on this project. FAILURE TO LIST SUBCONTRACTORS SHALL BE CONSIDERED TO BE A NON-RESPONSIVE BID. If there are no subcontractor(s) used, write NO- SUBCONTRACTORS WILL BE USED>

NAME AND ADDRESS	DESCRIPTION OF WORK	ESTIMATED CONTRACT \$
Tax ID#:		
Tax ID#:		
Tax ID#:		
Tax ID#:		
Tax ID#:		

Signed by: Jamie Kirkpatrick
PRINT NAME

President
TITLE

Signature: 

4-4-23
DATE



4805 101st Lane SW

Olympia, WA 98512

(360) 413-7888 Fax (360) 252-7626

Client Name: City of Lakewood

Job Name: Gateway Monument Bridgeport & Pacific Hwy

Date: 3/15/2023

No.	Item Description	Units	Unit Cost	Total Cost
1	Install illuminated sign with stone pillars and caps. Includes electrical connection and irrigation system for all planting areas in central island.	1 LS	\$ 63,480.00	\$ 63,480.00
2	contractor to obtain ROW permit and traffic control prior to site work and for the extent of construction.			\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
Accepted By:			Subtotal	\$ 63,480.00
			Sales Tax	\$ 6,348.00
			Job Total	\$69,828.00

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

April 17, 2023

TITLE: City Hall Investment Grade Audit Phase One implementation

TYPE OF ACTION:

— ORDINANCE NO.

— RESOLUTION NO.

REVIEW:

April 10, 2023

ATTACHMENTS: Dept. of Enterprise Services contract for services

X MOTION NO. 2023-43

— OTHER

SUBMITTED BY: Scott Williams, Operations Superintendent

RECOMMENDATION: It is recommended that City Council authorize the City Manager to approve an amendment to the existing Investment Grade Audit contract with Department of Enterprise Services in the amount of \$92,937 (\$84,488 + WSST) to do the mechanical, structural and electrical design and engineering needed to submit permits for the boiler replacement at Lakewood City Hall.

DISCUSSION: Staff reviewed a summary of the Investment Grade Audit managed by the Department of Commerce at the April 10 study session. The update included information on current energy use and expenditures, one time incentives and a series of energy conservation measures (ECM) that would modernize or replace systems to help the city meet the State required targeted energy use. A cost breakdown for the various ECM phases and improvements was included along with an incremental approach, using ARPA funds as well as future city funds, to implement the program.

ALTERNATIVE(S): Council could choose to not implement phase 1 improvements which would conflict with State legislative mandates, delay the implementation of phase one which would reduce our ability to meet current building code timing requirements or do all the improvements at once. All the alternatives would delay the improvements and would cost the city additional funds in fines, design, permit costs and program implementation.

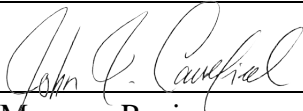
FISCAL IMPACT: Fiscal impact is \$92,937 ARPA funds have been appropriated to support phase one improvements.

Scott Williams

Prepared by

Mary Dodsworth

Department Director


City Manager Review



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

April 6, 2023

TO: Scott Williams, City of Lakewood

FROM: Rachel Whitezel, Contracts Specialist, (360) 239-4134

RE Agreement No. 2022-723 A (1), Amendment No. 1

Lakewood City Hall Energy Upgrades

IAA No. K5524

MacDonald-Miller Facility Solutions, LLC

SUBJECT: Funding Approval

The Dept. of Enterprise Services (DES), Energy Program, requires funding approval for the above referenced contract documents. The amount required is as follows (see page 2 for funding detail):

ESCO Audit	\$ 52,029.00*
ESCO Professional Services Total	\$ 84,488.00
Total Funding	\$ 84,488.00

In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the DES Energy Program that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project

By _____ Date _____
Name / Title

Please sign and return this form to E&AS. If you have any questions, please call me.

Funding Approval Detail

ESCO Professional Services

*Audit & Energy Services Proposal from Authorization 22-723 A (1)	\$	(52,029.00)
Audit & Energy Services Proposal from Authorization 22-723 A (1)	\$	52,029.00
<u>Design and Implementation of Energy Conservation Measures</u>	<u>\$</u>	<u>84,488.00</u>
Total	\$	84,488.00

Note: Items and dollar values shown in a lighter color shade have been approved via previous funding authorizations and are shown for informational purposes only.

2022723Aamd1Fundrw

ENERGY SERVICES AUTHORIZATION AMENDMENT NO. 1

Project Title Lakewood City Hall Energy Upgrades Authorization No. 2022-723 A (1)
 Facility City of Lakewood Date April 6, 2023

This Amendment, when properly signed, shall be the basis on which the Subject Authorization shall be modified.

Authorization (this sheet) Project Completion and Compensation
 Scope of Work Options: Modify Basic Services

Approvals

Energy Services Company:

Owner:

MacDonald-Miller Facility Solutions, LLC
 PO Box 47983
 Seattle, WA 98106

City of Lakewood
 acting through the
 Department of Enterprise Services
 Energy Program

By: _____
 Name: _____
 Title: _____
 Date: _____

Kirsten G. Wilson, PE
Energy Program Manager

Compensation for Energy Services

	COMPENSATION		
Basic Services	Current	New	Previous
Energy Audit and Energy Services Proposal	\$ 52,029.00	\$ 0.00	\$ 52,029.00
Design	\$ 84,488.00	\$ 84,488.00	\$ 0.00
Apprenticeship Incentive	\$ 0.00	\$ 0.00	\$ 0.00
Construction Management	\$ 0.00	\$ 0.00	\$ 0.00
Overhead and Profit	\$ 0.00	\$ 0.00	\$ 0.00
Grand Total (Plus WSST as applicable)	\$ 136,517.00	\$ 84,488.00	\$ 52,029.00

Value of this Amendment = \$84,488.00 (Plus Washington State Sales Tax)

Scope of Work

The ESCO will perform a detailed engineering design as needed to obtain Owner review and approval of the proposed systems and to obtain bids as required. The ESCO will provide construction management, as-built drawings, and O&M manuals. All work is per the City of Lakewood Energy Services Proposal dated February 17, 2023.

Schedule For Completion

The schedule for completion of the Energy Audit and Energy Services Proposal of 120 days is extended by 211 days to a total of 331 calendar days after the original Authorization to Proceed.

2022723Aamd1rw



LAKEWOOD CITY HALL

INVESTMENT GRADE AUDIT PROPOSAL

Amendment 1

ENERGY UPGRADES – PHASE 1

2/17/2023

Prepared For

Scott Williams
Operations Superintendent
City of Lakewood
9420 Front Street S.
Lakewood WA, 98499

Steve Butros
Energy Systems Engineer
Department of Enterprise Services
1500 Jefferson Street SE, MS 41476
Olympia, WA 98504-1476

Prepared By



February 17, 2023

Scott Williams
Operations Superintendent
City of Lakewood
Lakewood, WA 98499

Steve Butros.
State of Washington
Department of Enterprise Services
Olympia, WA 98504

SUBJECT: AMENDED - INVESTMENT GRADE AUDIT PROPOSAL - DATED 4/11/22
LAKEWOOD CITY HALL - ENERGY UPGRADES PHASE 1

Dear Scott and Steve,

MacDonald-Miller Facility Solutions, is pleased to provide the following Amended - Investment Grade Audit proposal to the City of Lakewood and Washington State Department of Enterprise Services (DES). The purpose of this proposal is to perform an Investment Grade Audit (IGA) at Lakewood City Hall. All work associated with this effort will be developed in coordination with the City and State of Washington's Energy Services Performance Contracting (ESPC) program.

The purpose of the IGA is to develop a detailed engineering study that will identify the scope of work, energy savings, maintenance savings and financial case that meets the City's financial and operational goals. Upon completion of the IGA, an Energy Savings Proposal (ESP) will be delivered that includes all associated project guaranteed cost and savings. For all construction work performed under the ESP, MacDonald-Miller will follow American Rescue Plan reporting methods as also outlined under the WA State master services agreement dealing with Federal regulations.

MacDonald-Miller partners with building owners to identify cost effective operational investments and financing strategies. These investments save energy, support sustainability objectives, improve comfort and extend the life expectancy of equipment; while achieving the goal of operational excellence.

Amendment - to implement the condensing boiler scope of work within the City of Lakewood's preferred timeline, we are proposing to engage mechanical engineering (with structural and electrical engineering support) to develop permit level drawings, equipment submittals for estimating, owner review & be ready for permit submission upon approval of the ESP. These costs are typically included in the Energy Services Proposal (ESP) but have been identified in the IGA proposal so that they can be accounted for in the ESP. All fees will be included and shown in the ESPC implementation costs. We are honored to have the opportunity to work with you on this and future projects. Please contact us with any questions you might have.

Best regards,

Michael Coffey


Account Executive

Cell: 206-387-2022

Email: michael.coffey@macmiller.com

PROJECT UNDERSTANDING

MacDonald-Miller has met with the City to understand their building needs, financial, and operational goals.

These goals are defined as follows:

- Reduce the overall energy, water and operational costs.
- Address aging inefficient building systems and components.
- Increase occupant comfort.
- Reduce carbon emissions.
- Reduce overall Financial and Operational costs.
- Identify potential funding sources (including but not limited to capital funds, utility incentives, energy/operational savings and other state or federal grants as applicable).

MacDonald-Miller met with the city and walked the City Hall and developed a list of potential Energy Conservation Measures (ECMs) that are identified below. This list may be expanded once additional knowledge is gained during the audit, or some measures may be deleted or modified due to high payback or other Owner concerns.

- Replace aging boilers and associate devices with new high efficiency condensing boilers.
- Replace aging chiller and associated devices with new high efficiency air cooled chiller
- Replace or refurbish the rooftop AHUs
- Convert the constant volume AHU serving the council chamber to a variable volume unit and implement demand control ventilation strategies.
- Control upgrades including energy saving sequences
- Upgrade interior and exterior wall pack lighting to LED
- Implement Variable Ionization to reduce airborne contaminants
- Implement Continuous Commissioning to drive energy savings and occupant comfort.
- In lieu of the boiler and chiller replacement, install air to water heat pump to provide heating and cooling (major carbon reduction).

It is our understanding that the City may also be looking at electrifying their landscaping equipment and potentially some of their fleet. We will look at potential grants for adding electrical chargers and defining what electrical charging scope is desired.

INVESTMENT GRADE AUDIT SCOPE OF WORK

MacDonald-Miller will work closely with the City of Lakewood and DES to perform an Investment Grade Audit (IGA) that meets the client's needs. The following actions will be completed in the development of the Investment Grade Audit.

- Perform a targeted energy audit of the facility infrastructure that directly pertains to the proposed measures; including all systems that directly or indirectly affect the usage of energy (electricity, natural gas, fuel oil, etc.) or water/wastewater.
- Collect and analyze trends, drawings and other information that provide insight into the operation of the facility.
- Review facility design documents, specifications and O&M manuals.
- Measure and monitor the energy usage of select equipment to quantify actual operating parameters.
- Analyze, identify, and recommend energy conservation measures that meet the project goals.
- Identify available grants, utility incentives, and other funding sources as applicable. Coordinate with the grant providers and local utilities to obtain these funds to help pay for the proposed project.
- Interview facility/plant operating and engineering staff to understand and prioritize the following:
 1. Equipment issues or deficiencies that need to be resolved.
 2. Gain an understanding of past and current operation.
 3. Solicit infrastructure upgrade/modification recommendations.
 4. Survey occupants to understand comfort issues or concerns.
 5. Coordinate with facility personnel and staff to prevent disruptions to work schedules during audit and implementation.

The Investment Grade Audit report will include the following:

- A description of the facility and/or building systems that will receive energy efficiency upgrades.
- The recommended conservation measures to be installed and a description of the conservation measures analyzed but disqualified and a reason they were disqualified.
- Recommendations for replacement of existing equipment, along with recommendations for improvements to existing equipment and operating conditions.

- The baseline energy consumption for the facility, including the data, methodology and variables used to compute the baseline, and the baseline calendar period that will not be less than twelve months.
- The guaranteed energy savings and estimated energy cost savings that are expected to result from the installation of the energy efficiency equipment and an explanation of the method or methods used to calculate these savings.

A permit level design will be included as part of the audit to expedite the delivery of the construction. These scopes of work will include the following:

- **Permit level drawings**
- **Equipment selections to identify intent and load calculations.**

At the conclusion of the Investment Grade Audit, an Energy Service Proposal will be developed that will include the following:

- A detailed project scope.
- A guaranteed implementation cost and associated guaranteed energy savings for the project scope.
- The maximum allowable construction cost, itemized in detail.
- Preliminary system/equipment selections, schematic drawings as needed to describe the work and preliminary control sequences to achieve the proposed savings.
- Develop a preliminary project schedule that identifies the timeline and steps required to implement the project.
- Identify maintenance requirements for the proposed equipment upgrades.
- The standards of comfort and service appropriate for the facility.
- Options for financing of the project (through the state local loan program or 3rd party low interest financing) as appropriate and as requested by owner.
- A measurement and verification plan that describes how the savings will be verified during the term of the energy services agreement.

COST EFFECTIVENESS CRITERIA

There are three potential outcomes of the IGA:

- If a facility does not have measures that meet the cost-effectiveness criteria established by the client agency, there is no cost to the Client for the audit. This is true unless the client agency, DES and the ESCO agree to other arrangements. In that case these special arrangements must be reflected in the contract documents.
- If the ESCO identifies cost-effective measures and the client agency decides not to proceed, the ESCO will be reimbursed for the audit. If applicable, the DES Energy Program will also be paid a pre-determined termination fee.
- If the ESCO identifies cost-effective measures and the client decides to proceed, an energy services proposal is completed and presented.

The cost effectiveness criteria for this project is “lifecycle cost effective”. This is defined as the measure having a net positive present value over the economic lifetime of the measure. For purposes of determining economic lifetime, ESCOs rely on generally accepted engineering practice as is guided by entities such as the American Society of Heating Refrigerating and Air-Conditioning Engineers (ASHRAE), or other national or international standard setting bodies.

The following criteria will be used to determine the cost-effectiveness of the measures proposed in the ESP.

- The Client may use any combination of the following funding and payment options to discharge its obligations under the Energy Services Agreement:
 - ESCO financing;
 - State Treasurer's LOCAL Program;
 - Energy cost savings, utility cost savings, and approved O&M savings to pay off any of the above debt structures;
 - Grants, loans and/or incentives from utilities or other funding sources; and
 - The Client capital budget or any other funds at the Client discretion.
- The loan term may not exceed the economic life of the measure, unless otherwise approved by the Client and DES.
- Not more than 90% of the energy cost savings may be used to repay the loan, unless approved by the Client and DES.
- Up to 100% of utility grants may be used to defray project costs or to repay the loan.

- Labor cost savings shall not be included in energy cost savings for the purpose of determining cost-effectiveness, unless specifically approved by the Client. Material cost savings will typically represent costs for purchased parts and service contracts, but not internal labor costs.
- The cost of the measures will include: the cost of the IGA and preparation of the ESP; project design; construction; ESCO's construction and project administration; DES's project management fee; system commissioning; bidding; bonding; overhead and profit; permits; taxes; training; cost and saving guarantees, and other costs that may be agreed to by the ESCO PM, DES and the Client.
- The Client cash flow including savings, utility contributions, cost of measurement and verification services, cost of measures, and loan repayments shall be neutral or positive with respect to the baseline cash flow and based on guaranteed savings.
- Current utility rates shall be used for the purpose of calculating energy and utility cost savings. Energy and utility cost inflation factors shall not be used without the Client expressed approval.

INFORMATION PROVIDED BY OWNER

In developing the IGA, MacDonald-Miller assumes the following information will be provided as required:

- Access to Energy Star Portfolio (if available);
- Hours the facility is occupied (historic and projected);
- Occupancy rates (historic and projected);
- Required heating and cooling set points;
- As-built design documents of the mechanical, electrical and controls;
- Hazardous Materials Assessment Report for the buildings being audited;
- Access to facility, HVAC systems & control systems.

PRELIMINARY SCHEDULE

The following schedule is based on receiving a signed Amended IGA contract by Feb 24, 2023:

Preliminary Schedule	
Description	Date
Deliver Investment Grade Audit Proposal	Feb 17, 2023
Investment Grade Audit Kickoff	Feb 28, 2023
Preliminary Cost and Savings	March 10, 2023
Investment Grade Audit Completion	March 24, 2023
Energy Service Proposal Delivery	March 31, 2023

MEASUREMENT AND VERIFICATION

MacDonald-Miller conforms to the International Performance Measurement and Verification Protocol (IPMVP) when documenting the energy savings of the installed measures. IMVP option A is proposed for the above measures. The proposed length of M&V is one year. IMVP options and term may change during the development of the IGA.

AUDIT FEE

The total cost for the Amended IGA including mechanical engineering of the condensing boiler systems for permit level drawings is **One Hundred Thirty-Six Thousand Five Hundred Seventeen Dollars and Zero Cents** (excluding tax). Original Investment Grade Audit Fee is \$52,029, total amendment is \$84,488.

PRICING	
Investment Grade Audit	\$52,029
Boiler Mechanical Design	\$60,988
Boiler Structural Engineering	\$3,500
Boiler Electrical Design	\$20,000
Approved Scope – SUBTOTAL W/O Tax	\$136,517

If this proposal is acceptable, please process the appropriate documents.

We look forward to working with the city of Lakewood and DES on developing and implementing this project.

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: April 17, 2023	TITLE: Motion authorizing the City Manager to execute an Interlocal Agreement with the State Department of Social and Health Services for the construction of a temporary traffic signal at Steilacoom Blvd and Chapel Gate Road	TYPE OF ACTION: — ORDINANCE — RESOLUTION <u>X</u> MOTION #2023-44 — OTHER
REVIEW: April 17, 2023	ATTACHMENTS: Interlocal Agreement with DSHS	

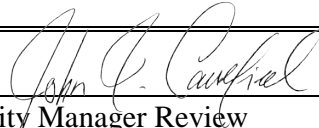
SUBMITTED BY: Paul A. Bucich, P.E., Public Works Engineering Director/ City Engineer

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute an interlocal agreement with the State Department of Social and Health Services (DSHS) for the design and construction of a temporary traffic signal at Steilacoom Boulevard SW and Chapel Gate Road.

DISCUSSION: As a part of the overall master plan for redevelopment of Western State Hospital (WSH), DSHS will be changing Chapel Gate road from a seldom used access point to a larger, continuously used access in accordance with their Master Plan. During the demolition and construction of the first phase of work at WSH, Chapel Gate road will be used for construction access for a period of up to 4 years. This can only occur with the installation of a temporary signal which will later be converted to a permanent one when Circle Drive is modified in Phase 2 construction. The City and DSHS agree that this temporary signal would best be designed and installed by the City of Lakewood. DSHS has agreed to fund all aspects leading to the installation of this temporary signal. The attached agreement does not call out the costs specifically as all costs are to be recovered from DSHS. Preliminary estimate for this work is \$238,000.

ALTERNATIVE(S): The Council could reject the ILA and require DSHS to design, permit, construct the temporary signal.

FISCAL IMPACT: This project is funded entirely through the ILA at no cost to the City.

Paul A. Bucich, P.E. Prepared by	 City Manager Review
Paul A. Bucich, P.E. Department Director	

**AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAKEWOOD AND THE STATE DEPARTMENT OF SOCIAL AND
HEALTH SERVICES
REGARDING THE CONSTRUCTION OF A TRAFFIC SIGNAL AT STEILACOOM
BOULEVARD AND CHAPEL GATE ROAD**

THIS AGREEMENT is entered into by and between the CITY OF LAKEWOOD, a municipal corporation of the State of Washington (the “City”) and the DEPARTMENT OF SOCIAL AND HEALTH SERVICES, an agency of the State of Washington (“DSHS”).

WHEREAS, the parties to this agreement, pursuant to RCW Chapter 39.34, are authorized to enter into an interlocal agreement for the purposes of cooperatively and efficiently providing services to the citizens of Lakewood; and,

WHEREAS, the purpose for this agreement is to allow coordination between the parties during the construction of a new temporary traffic signal at Steilacoom Boulevard SW and Chapel Gate Road (hereinafter, “the Project”); and,

WHEREAS, the Project is located within the boundaries of the City and Western State Hospital; and,

WHEREAS, the Project is served by Steilacoom Boulevard SW a city street; and,

WHEREAS, the City and DSHS recognize the value of a coordinated effort for the Project; and,

WHEREAS, DSHS has budgeted funds to design and construct the Project; and,

WHEREAS, the City has expertise and staffing availability to conduct the engineering design and construction bidding and construction management of the Project; and,

WHEREAS, the City is the owner and operator of all traffic signals within the city rights of way with the knowledge and capability to design, construct and operate traffic signals, a necessary component of the Project; and,

WHEREAS, the City and DSHS recognize that it is in the best interest of the public to coordinate the design and construction of the Project as the coordination will minimize public inconvenience during construction and will result in faster installation of a signal and enable DSHS to meet targets for their larger construction project on-site; and

WHEREAS, the City and DSHS both recognize the complexity and challenges associated with implementing the Project and pledge to work cooperatively together to assure a mutual successful implementation;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the City and DSHS as follows:

SECTION 1. PURPOSES

The purposes of this Agreement are to: (1) document the agreement reached between the City and DSHS regarding the design and construction of the Project, and (2) establish the roles and responsibilities of the City and DSHS relating to the design, construction, oversight, and administration of the Project.

SECTION 2. IDENTIFICATION OF GOALS

The goals entering into this Agreement are to: (1) facilitate the design and construction of the Project; (2) produce a project that meets the applicable standards and approval of both the City and DSHS; (3) achieve maximum cost savings for the benefit of the public served by both the City and DSHS; (4) minimize inconvenience to the traveling public during construction of the Project; (5) perform appropriate levels of construction administration and construction quality assurance and quality control; (6) create a Project schedule maximizing coordination among the City, DSHS, and the Project's contractor(s); (7) provide DSHS with planning input during all aspects of Project; (8) create a Project sequencing schedule to insure continuity of traffic services to all areas of affected community throughout the duration of the Project.

SECTION 3. THE CITY'S RESPONSIBILITY

- A. The City shall designate a construction lead administrator to administer the cooperative undertaking of the Project.
- B. The City shall lead development of design and bid documents for the traffic signal improvements.
- C. The City shall complete all necessary environmental documentation for the Project and shall serve as the lead agency in ensuring that the Project complies with all applicable requirements of the State Environmental Policy Act (SEPA).
- D. Should easements be required for installation of the temporary or permanent traffic signal, the City will inform DSHS and DSHS will respond to the City as provided in Section 4. The City will be responsible for providing the legal descriptions and documents necessary for execution of any easements.
- E. The City shall be the lead in development of the contract provisions and plans for the Project including: (1) inclusion of plans and specifications; (2) advertisement and posting for bids; (3) instructions to bidders; (4) bid form, bid schedules, and bidder information and signature form; (5) establishment of the naming and scope of each of the various bid schedules; (6) deposit or bid bond form; (7) non-collusion affidavit form; (8) subcontractor list; (9) bidder's construction experience form; (10) contract agreement; (11) contract bond (performance and payment); and (12) state wage rates.
- F. The City shall be the lead in the bidding process for the Project.

- G. Prior to advertising the Project, the City shall provide to DSHS the draft contract provisions prepared by the City. The City shall not advertise the Project until DSHS has responded to the draft contract provisions as described in Section 4 of this Agreement.
- H. No more than three (3) business days after identifying the lowest responsible and responsive bidder for the Project, the City shall submit that bidder's bid proposal to DSHS for review and response as described in Section 4.B of this Agreement.
- I. The City shall not award the Project construction contract to that bidder before DSHS has responded to the bidder's proposal as described in Section 4 of this Agreement.
- J. Prior to commencement of any work on the Project, the City shall organize a preconstruction conference and shall provide DSHS with no less than five (5) business days' prior notice of the scheduled preconstruction conference.
- K. The City shall be the lead on the construction administration for the Project including: (1) constructability analysis (construction staging, utility conflicts, utility staging, etc.); (2) submittal management; (3) inspection services; (4) setting agendas for, facilitating, and preparing meeting minutes from weekly construction meetings; (5) setting agendas for, facilitating, and preparing meeting minutes from monthly management meetings; (6) construction contract scheduling; (7) reviewing of contractor payment requests; (8) document reviews; and (9) record drawings.
- L. The City shall bill DSHS for costs related to the temporary traffic signal in accordance with the payment provisions set forth in this Agreement. Future work for the installation of a permanent traffic signal will be covered under a separate agreement.
- M. The City shall promptly notify DSHS of any issues related to the Project that the City believes are inconsistent with the design or construction documents of the Project, or with this Agreement. The City shall work cooperatively with DSHS to resolve any such issues to the mutual satisfaction of both Parties. If the Parties are unable to resolve the issues cooperatively, the Parties shall engage in the dispute resolution procedures identified in this Agreement.

SECTION 4. DSHS Responsibility

- A. DSHS shall pay for all work necessary to design, bid, construct, administer, and manage the Project as outlined in Section 5 of this Agreement.
- B. After receiving a copy of the lowest responsible and responsive bidder's bid proposal from the City, DSHS shall, within five (5) business days of receipt of the City's notice, issue written notification to the City of any issues with the proposal or of acceptance of the proposal. If DSHS notifies the City of any issues with the proposal, the City shall have the option to address the issues. If the City does not address the issues to DSHS's satisfaction, DSHS may terminate this Agreement as set forth in this Agreement. If, after the five (5) day period, DSHS has not responded to the City or otherwise notified the City of any issues with the proposal or of acceptance of the proposal, the proposal shall be considered accepted by DSHS.
- C. DSHS shall promptly respond to the City notify the City of any issues related to the Project that DSHS believes are inconsistent with the design or construction documents of the Project, or with this Agreement. DSHS shall work cooperatively with the City to resolve any such issues to the mutual satisfaction of both Parties. If the Parties are unable

to resolve the issues cooperatively, the Parties shall engage in the dispute resolution procedures identified in this Agreement.

- D. DSHS will agree to the location of any easements the City identifies as necessary or convenient for the Project and will fund the efforts required to obtain the easements. Should easements be required on DSHS land for the signal, temporary or permanent, DSHS agrees to grant such easements at no cost to the City and in a timely fashion so installation is not delayed.

SECTION 5. COSTS AND PAYMENTS

- A. DSHS agrees to set aside funds for payment to the City for all costs associated with the design and installation of a temporary traffic signal at Steilacoom Boulevard SW and Chapel Gate Road.
- B. The City shall provide DSHS with properly executed invoices and other appropriate documents segregating and identifying the contractor's payments, equipment, materials, and labor expended on Project.
- C. The City shall provide DSHS invoices for City staff time spent on the Project. Any associated costs such as survey, geotech, etc., directly related to the project will be invoiced to DSHS at cost with no markup.
- D. Approved invoices describing costs consistent with Section 5.B above and meeting the description in Section 5.C above shall be paid by DSHS within forty-five (45) days of receipt by DSHS. Notice of any potential dispute regarding payment on an invoice shall be made in writing within the same time period. Payment by DSHS shall not constitute agreement as to the appropriateness of any item or acceptance of the work so represented. If the Parties are unable to cooperatively resolve the dispute, they shall engage in the dispute resolution procedures identified in this Agreement. Interest, at the simple interest rate of 2% per year, shall be charged on all past due payments until paid except for any portion of the past due payment for which it is determined that DSHS is not responsible.

SECTION 6. CHANGES AND CONTRACTOR CLAIMS

- A. There may be unforeseen conditions requiring immediate resolution during the construction phase of this Agreement such as construction disputes and claims, changed conditions, and changes in the construction work. Reimbursement for increased construction engineering and/or construction contract amounts shall be limited to costs covered by a modification, change order, or extra work orders approved as described below.
- B. No change shall be permitted to the approved construction, scheduling, or sequencing plans for temporary traffic signal unless the City provides notice of the change to DSHS as provided in Section 5.
- C. Should it be determined that any change from the Project contract plans and specifications is required that would result in an increased cost to DSHS of \$2,500 or more, the City shall provide DSHS with no less than 24-hours' notice of the proposed change. If DSHS approves the change or does not respond before the expiration period of the notice period, the City is authorized to make the change. If DSHS notifies the City

that DSHS disapproves the change within the notice period, the City shall have no authority to make the change.

- D. Each Party, in the event of a claim by the construction contractor, shall be responsible for its share of the claim filed by the contractor arising out of that Party's proportionate responsibility for the claim.
- E. If the City's contractor submits a claim that impacts the amount to be paid by DSHS, the City will provide a copy of the claim to DSHS along with information and data relevant to it. DSHS shall consider the claim and provide a response to the City. If DSHS rejects the claim in whole or in part, and the contractor does not accept DSHS's position, then the claim will be resolved pursuant to the dispute resolution process of the City-contractor contract. At DSHS's option, DSHS may appear in that process in the City's name, and shall be fully responsible for preparation and presentation of the defense to the claim, and shall bear all expenses and attorney's fees incurred in doing so. If the dispute resolution process results in a determination that the contractor's claim is valid, then DSHS shall pay the City for the amount of the claim.

SECTION 7. TERM OF THE AGREEMENT

This Agreement, unless terminated sooner as provided for in Section 20, shall be in full force and effect commencing on the date of execution of this Agreement and terminating when the Project has been accepted by the City and DSHS has paid the City in full, unless terminated sooner as provided in this Agreement. Termination of this Agreement shall have no effect on the obligations of either Party to maintain the improvements.

SECTION 8. INDEMNIFICATION AND DEFENSE

- A. Each party to this Agreement shall be responsible for its own acts or omissions and those of its officers, elected officials, employees, and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.
- B. In the event of the concurrent negligence of the City and DSHS, each shall be liable for its own percentage of fault. The entities' responsibility to indemnify each other includes the obligation to defend the other and to pay any judgment or award and all chargeable costs and reasonable attorney's fees.
- C. Each party shall individually assume all risk and liability for the specifications, materials requirements, identified work methods and engineering requirements related to this project for which each party is solely responsible for providing.

SECTION 9. NO THIRD-PARTY BENEFICIARY

The City, by this Agreement, does not assume any contractual obligations to anyone other than DSHS. DSHS, by this Agreement, does not assume any contractual obligations to anyone other than the City. There is no third-party beneficiary to this Agreement.

SECTION 10. INSURANCE COVERAGE

- A. The City and DSHS shall each maintain at all times during the course of this Agreement a general liability insurance policy with a policy limit of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- B. The City shall require the contractor(s) performing services on the Project to procure and maintain for the duration of the Project's construction contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work associated with this Agreement, with the City named as an additional insured. Coverage shall be at least as broad as the following:
- C. The City shall require each contractor to provide a certificate of insurance, with the additional insured endorsement outlining the required coverage.

The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, the City shall not be deemed or construed to have assessed the risks that may be applicable to the contractor under this Agreement. The contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Agreement.

Insurance coverage shall be at least as broad as stated below and with limits no less than:

- A. *General Liability. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 Ed. 11-88 covering COMMERCIAL GENERAL LIABILITY. \$1 million combined single limit per occurrence, and for those policies with aggregate limits, a \$2 million aggregate limit.*
- B. *Automobile Liability. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 Ed. 12/90 covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. \$1 million combined single limit per accident.*
- C. *Workers' Compensation; Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.*
- D. *Employer's Liability or "Stop Gap". Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.*

E. Builder's Risk/Installation Floater: The contractor shall procure and maintain during the life of the Contract, or until acceptance of the project by the City and the Water District, whichever is longer, "All Risk" Builders Risk or Installation Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof. The policy shall be endorsed to cover the interests, as they may appear, of the City and the Water District, Contractor and subcontractors of all tiers with the City and the Water District listed as loss payees.

In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Agreement and acceptance of the Project by the City, the contractor shall promptly reconstruct, repair, replace or restore all work and/or materials so destroyed. Nothing herein provided for shall in any way excuse the contractor or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Agreement.

Explosion & Collapse, Underground Damage (XCU) Endorsement. \$1,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. Evidence of Insurance must specifically state coverage is included.

Any deductibles or self-insured retention's must be declared to, and approved by, the City. The deductible and/or self-insured retention of the policies shall not limit or apply to the contractor's liability to the City and shall be the sole responsibility of the contractor.

The insurance policies required in this Agreement are to contain and be endorsed to contain the following provisions:

With respect to all Liability Policies except Workers Compensation:

- a. The City, its officers, officials, employees, agents and consultants are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the contractor in connection with this Agreement.*
- b. The contractor's insurance coverage shall be primary insurance as respects the City, their officers, officials, employees, agents, and consultants. Any insurance and/or self-insurance maintained by the City, their officers, officials, employees, agents and consultants shall not contribute with the contractor's insurance or benefit the contractor in any way.*
- c. The contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.*
- d. A Per Project Aggregate shall apply to the General Liability policy.*

Unless otherwise approved by the City:

- 1. Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.*
- 2. Professional Liability, Errors and Omissions insurance may be placed with insurers with a Bests' rating of B+; VII.*

If at any time the foregoing required policies shall fail to meet the above minimum requirements, the contractor shall, upon notice to that effect from the City, promptly obtain a new policy, and shall submit the same to the City, with the appropriate certificates and endorsements, for approval.

The contractor shall include all subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors, as evidence of compliance with the insurance requirements of this contractor shall be subject to all of the requirements stated herein.

SECTION 11. DISPUTE RESOLUTION

- A. In the event that a dispute arises which the Parties do not cooperatively resolve, the parties agree to engage in mediation in order to resolve the dispute. Mediation may be requested by either Party, and shall be conducted prior to the institution of any lawsuit arising under this Agreement. The Parties agree to share the cost of mediation equally.
- B. This Agreement has been made pursuant to, and shall be construed according to, the laws of the State of Washington. In the event that mediation is unsuccessful and either Party finds it necessary to institute proceedings to enforce any provision of this Agreement, such proceedings shall be submitted to arbitration before a mutually-acceptable arbitrator from Judicial Arbitration and Mediation Services, Inc. (JAMS) or Judicial Dispute Resolution LLC (JDR). If the Parties are unable to mutually agree on an arbitrator, one shall be appointed by the Presiding Judge of Pierce County Superior Court.

SECTION 12. NON-DISCRIMINATION

The City and DSHS certify that they are Equal Opportunity Employers.

SECTION 13. ASSIGNMENT

Neither the City nor DSHS shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

SECTION 14. NOTICE

Except where otherwise indicated in this Agreement, any formal notice or communication to be given by the City to DSHS under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

DSHS
Address...

Attn: Name of responsible person

Except where otherwise indicated in this Agreement, any formal notice or communication to be given by DSHS to the City under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

CITY OF LAKEWOOD
6000 Main Street SW
Lakewood, WA 98499-5027

Attn: Paul A. Bucich, Public Works Engineering Director

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the City or DSHS giving written notice thereof to the other as herein provided.

SECTION 15. PROJECT RECORDS

During the progress of the Project and for a period not less than six (6) years from DSHS's final payment to the City, all records and accounting pertaining to the Project shall be kept available for inspection and audit by the State and copies of all records, accounts, documents or other data pertaining to the Project shall be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit may continue past the six-year retention period.

SECTION 16. CITY AND DSHS AS INDEPENDENT CONTRACTORS

The City is, and shall at all times be deemed to be, an independent contractor. DSHS is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and DSHS or their agents or employees. The City and DSHS shall each independently retain all authority for the rendition of services, standards of performance, control of personnel, and other matters incidental to the performance of services by the City and DSHS pursuant to this Agreement.

Nothing in this Agreement shall make any employee of the City a DSHS employee or any employee of DSHS a City employee for any purpose, including, but not limited to, the withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or

any other rights or privileges accorded the City or DSHS employees by virtue of their employment.

SECTION 17. WAIVER

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

SECTION 18. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement of the Parties and may not be modified or amended except as provided herein. Any prior understandings, whether written or oral, are expressly excluded. No executed agreements previously executed by one or both of the Parties are effected by this Agreement.

SECTION 19. AMENDMENT

Provisions within this Agreement may be amended with the mutual consent of the Parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both Parties.

SECTION 20. TERMINATION

- A. The City has the right to terminate this Agreement by providing written notice to DSHS if the City determines not to undertake the Project or to discontinue the Project, in which case the City shall be responsible for costs incurred by DSHS associated with the temporary traffic signal prior to the City's notice of termination, and DSHS shall only be responsible for costs reasonably incurred by the City that are directly attributable to the temporary traffic signal prior to the City's notice of termination.
- B. DSHS has the right to terminate this Agreement by providing written notice to the City prior to the award of the construction contract, in which case DSHS shall be responsible for all costs reasonably incurred by the City in executing work for a temporary traffic signal.
- C. After award of the construction contract by the City, DSHS may terminate this Agreement only upon 30 days' prior written notice to the City. In that event, DSHS shall be responsible for all costs reasonably incurred by the City through the date 30 days from the date of DSHS's notice to the City, and all bona fide costs reasonably claimed by the contractor in cancelling the Project.

SECTION 21. FILING

Both Parties shall file copies of this Agreement, together with any actions by DSHS approving and ratifying this Agreement with the Lakewood City Clerk and DSHS after execution of the Agreement. This Agreement shall be listed by subject on each party's website or other electronically retrievable public source pursuant to RCW 39.34.040.

SECTION 22. PROPERTY

Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.

SECTION 23. SEVERABILITY

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

IN WITNESS WHERE OF, the Parties have caused this Agreement to be executed on this _____ day of _____, 2023.

CITY OF LAKEWOOD

Department of Social and Health Services
(DSHS)

John J. Caulfield, City Manager

Amel Als Salman, Procurement Contracts
Manager

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Wachter, City Attorney

Name of Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: April 17, 2023	TITLE: Canceling the Monday, May 8, 2023 City Council Study Session.	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION NO. 2023-45 <input type="checkbox"/> OTHER
REVIEW:	ATTACHMENTS:	

SUBMITTED BY: Briana Schumacher, City Clerk


RECOMMENDATION: It is recommended that the City Council cancel the Monday, May 8, 2023 study session since three members of the City Council will be returning from visiting Sister City Gimhae, Republic of Korea that afternoon.

DISCUSSION: The City Council has no matters of city business coming forward for legislative authorization or review. Per the [City Council Rules of Procedure](#) the meeting may be canceled by the Mayor or a majority vote of the Council.

ALTERNATIVE(S): The City Council could choose not to cancel the meeting.

FISCAL IMPACT: There is no fiscal impact.

Briana Schumacher, City Clerk
Prepared by


City Manager Review

Heidi Ann Wachter, City Attorney
Department Director



PUBLIC SAFETY ADVISORY COMMITTEE

Regular Meeting Minutes
Wednesday, December 7, 2022
Zoom and In-Person Meeting

CALL TO ORDER

The meeting was called to order at 5:21 p.m.

ROLL CALL

Public Safety Advisory Committee Members Present: Alan Hart, Ray Dotson, Mark Peila, James Hairston, Karen Ferreira, Ken Witkoe, Martin Pullman, Tod Wolf, and Teresa Imholt King

Public Safety Advisory Committee Members Excused: Kamarie Wilson

Public Safety Advisory Committee Members Absent: None.

City Councilmember Present: Michael Brandstetter

Fire Department Staff Present: Assistant Fire Chief Scott Adams

Lakewood Youth Council Present: No Youth Council present.

Staff Present: Chief Mike Zaro and Committee Staff Support, Joanna LaVergne, Administrative Assistant

APPROVAL OF MINUTES

Mark Peila motioned to approve the minutes. All ayes; minutes approved.

PUBLIC COMMENT

No public comments.

SPEAKER: Communications Director Brynn Grimley

Communications Director Brynn Grimley introduced herself and gave a summary of what she does for the City such as Social Media, the City website, and the Connections Magazine. Discussion and Q and A ensued.

CITY COUNCIL LIAISON COMMENTS

Councilmember Mike Brandstetter had given Joanna LaVergne some legislative handouts which he then went over with the Committee Members. Discussion ensued.

FIRE CHIEF COMMENTS

Assistant Fire Chief Scott Adams gave an update on their call load, as well as discussing some of their upcoming holiday events, such as the Tree Lighting, and Santa and his elves at Station 21. They have a new Connected Cares person, and a new opening for their Emergency Management Coordinator.

POLICE CHIEF COMMENTS

Teresa Imholt King asked about the Comfort Inn/for a homeless shelter update. Chief Mike Zaro stated that Aspen Court has given us 12 beds which they have offered to several people; no one has taken us up on the offer yet. Discussion ensued.

Chief Mike Zaro gave updates to include our formal accreditation which was awarded this month and is good for the next 4 years, as well as informing everyone that our current PIO will be retiring at the end of January; PIO duties will be transitioning to Sgt. Porche and the new PIO Team. We are still hiring; and discussion ensued regarding the new Police Chief search.

YOUTH COUNCIL COMMENTS

No Youth Council was present.

UNFINISHED BUSINESS

It was agreed the Business Survey would be put on hold until the new Police Chief could be a part of the process and input.

Chair Martin Pullman asked if anyone had anything to add to the 2023 work plan. No one did. Mark Peila motioned to approve work plan as presented; all ayes, motion approved.

Martin Pullman asked about the Neighborhood Association Roadmap. Discussion ensued.

NEW BUSINESS

It was agreed to try to get someone from Western State Hospital to come to February's meeting to discuss the rebuilding plans. Joanna LaVergne and Chief Zaro will work on that.

REPORTS FROM BOARD MEMBERS & STAFF


Members discussed their Neighborhood Associations, as applicable.

ADJOURNMENT

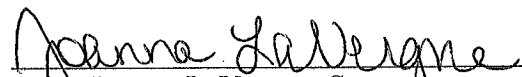
Tod Wolf motioned to adjourn the meeting; all ayes. Meeting adjourned at 7:01 p.m.

Public Safety Advisory Committee:

Attest:



Martin Pullman, Chair



Joanna LaVergne, Secretary



**LAKEWOOD ARTS COMMISSION
REGULAR MONTHLY MEETING Minutes**
Date: Monday, January 9, 2023 Time: 5:00PM – 6:15 PM
In Person and Virtual Zoom Meeting

CALL TO ORDER

Emily Feleen called the meeting to order at 5:01 p.m.

ATTENDANCE:

Arts Commission Members Present: Emily Feleen- Chair, Earl Borgert- Vice-Chair, Paige Hansen, Sylvi Johnson, Lani Neil, Darryl Owens, Lua Pritchard, Darwin Peters, Phil Raschke, Adriana Serrienne, Susan Warner

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

Council Liaison: Patti Belle

Approval of Minutes: Lani Neil motioned to approve the October and November Minutes. Darwin Peters seconded. MPU.

New Business:

Resignation: Robin Sutton has moved to Anderson Island and has resigned.

2023 Work Plan:

The commission reviewed the 2023 Work Plan including: Saturday Street Festivals, Fiesta de la Familia, Colonial Plaza Art unveiling, Film Competition, Summer Concerts, Recruitment and Retention, Rotating Art, Mural Installation Signal box wrap installations, Implement rotating art on plinth tbd per direction and funding from City Council, Retreat, Ongoing Education and the Christmas Parade of Lights.

Unfinished Business:

Artist Reception: Adriana Serrienne enjoyed meeting the artists. People have expressed interest in purchasing the art. The next reception will be for Jose Orantes in lieu of the Arts Commission meeting on Monday, March 6th from 5:30pm-7pm at Lakewood City Hall. Rotating art will move to quarterly instead of every 2 months.

Colonial Plaza Art: Installation is anticipated the week of January 15th – 20th. Sally Martinez shared photos of the foundation. Patti Belle asked if there will be a time lapse video of the installation. The Arts Commission would like to know what date so they can be there. Once the art is installed the Commission will need to plan the unveiling. Darryl Owens asked if there will be a light feature. There will be lighting on the oak trees.

Signal box wraps: The locations have been determined and the boxes are being measured. The Commission agreed that they would like to see a call to artists that live in Lakewood and possibly student art. Darryl Owens would be willing to help digitize the art if needed.

MLK update: The videos are done and turned in. Sylvi Johnson was thankful to have met the local heroes. In the past the MLK Celebration was an in person event but has been online. This year a series of short videos will play each day from January 10 to 16th. The last video will be a call to action on MLK Day. This year's theme is, "Everybody can be great because anyone can serve". The videos will be on the City's website and social media. Sylvi asked that everyone watch them and be inspired. Sylvi thanked Darryl Owens for his help with filming and Lakewold Gardens for allowing use of the facility. Sylvi asked if Lakewold would host and appreciation tea for everyone that was interviewed this year and last year. Susan Warner said that Lakewold would be happy to allow use of the facility. Paige Hansen also offered the Lakewood Playhouse as a venue with 200 new seats.

Christmas Parade: Sally Martinez thanked everyone for attending. The Commission discussed other options for getting the information to the Emcee for the order of the floats. Earl Borgert suggested some sort of numbering system.

Public Art Program: Sally Martinez reviewed the Public Art power point with the Commission.

Board Comments:

Phil Raschke mentioned that it may be possible to use the FAB Festival McGavick Day and Grant for the REEL Life Film Festival. He will confirm and let the subcommittee know. Darwin Peters said that the Clover Park Technical College is interested in assisting. Pierce College also has a film program and may be able to help.

NEXT MEETING:

Artist Reception, Monday, March 6, 2023 at 5:30 pm at City Hall

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



Emily Feleen, Chair



Sally Martinez, Recreation Coordinator



PARKS & RECREATION ADVISORY BOARD MINUTES
Tuesday January 24, 2023– 5:30 PM
American Lake Conference Room @ City Hall & Zoom

CALL TO ORDER

Jason Gerwen called the meeting to order at 5:38 p.m.

ATTENDANCE

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

PRAB Members Excused: Anessa McClendon

Youth Council absent: Brandon Elliott, Kloe Salazar, Kera Buckmaster, Kaitlyn Miller

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

Council Liaisons: Don Anderson, absent

Guests: Stacey Reding – Capital Project Coordinator

APPROVAL OF MINUTES: Janet Spingath moved and Alan Billingsley seconded the motion to approve the minutes of the November 22, 2022 meeting as written. MPU.

Public Comments: No public comments

NEW BUSINESS:

Elect Chair/Vice-Chair: Sylvia Allen nominated Jason Gerwen as Chair and Vito Iacobazzi as Vice-Chair. No other nominations. Sylvia Allen motioned for Jason Gerwen and Vito Iacobazzi to continue as Chair and Vice-Chair. Michael Lacadie seconded. MPU

2023 Council approved PRAB Work Plan Review: Mary Dodsworth reviewed the Council approved work plan including updates on the Nisqually Partnership Program, Parks Capital Improvement Projects, Senior Center/Services, Diversity, Equity & Inclusion through Parks and Recreation, Special Events, Street End report, Park Sign Project, Climate Change Initiatives, Tree Preservation Ordinance, Park Code or Facility Naming Processes (as requested by Council) and Future expansion opportunities could include Camp Murray and Historic Fort Steilacoom.

Street End Report Update: Mary Dodsworth provided background on the need to update the report from the 2009 Study and introduced Stacey Reding, Capital Project Coordinator to present a PowerPoint reviewing the 2022 update to the street end report. Stacey reviewed the 12 sites and potential development at each site including ADA access, shoreline enhancements, water drop art, possible habitat enhancements, parking, erosion control measures and various management considerations. Stacey review the priority matrix and shared cost estimates in 2024 dollars. Sylvia asked about a solution for buildings that are encroaching. Mary Dodsworth advised that there are a variety of solutions but depending on the site and the encroachment situation will determine the course of action. We just noted the encroachment and would look at city policy or state laws on a case by case basis. Vito Iacobazzi commented that the update is great and is in line with the Legacy plan to provide water access. Kudos to JA Brennen for making it apparent. Jason Gerwen

added that the community needs the water access. Janet Spingath liked that the update shows different ways to access the water. The Street End update will be presented to City Council on February 13th. Sylvia Allen motioned to support forwarding the updated 2022 report to Council. Alan Billingsley seconded. MPU. Jason Gerwen asked if any additional PRAB support was needed at the Council meeting. Mary Dodsworth said it would be great if PRAB members attended the meeting.

Directors Report: Mary Dodsworth provided an update that included: capital projects at Springbrook Park, Gateway signs, Park Signs expanded to include wayfinding and reader boards, Wards Lake Phase 1, Seeley Lake, FSP Turf Infields and home field, American Lake Park, Oakbrook Park, Primley Park, Fort Steilacoom Park Boundary Line Adjustment, Nisqually Partnership Project, Chief Leschi walk, Yoga and Meditation, community outreach and the Tree Lighting and Parade on December 10th.

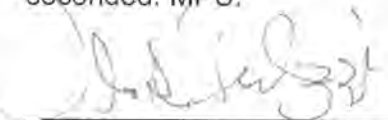
Board Member Comments:

Sylvia Allen asked about the path around Waughop Lake being closed. It was closed due to Western State water line repairs.


Vito Iacobazzi asked about naming something after Claudia Thomas. Council will be discussing on February 27th. Partners for Parks may also be there about naming opportunities for the H Barn.

NEXT MEETING: The next meeting is on Tuesday, February 28, 2023 at 5:30 p.m. in the American Lake Conference Room at Lakewood City Hall.

ADJOURNMENT: Sylvia Allen made a motion to adjourn the meeting at 6:55 p.m. Janet Spingath seconded. MPU.



Jason Gerwen, Chairman
VITO IACOBAZZI CS



Nikki York, Office Assistant



PUBLIC SAFETY ADVISORY COMMITTEE

Regular Meeting Minutes
Wednesday, February 1, 2023
Zoom and In-Person Meeting

CALL TO ORDER

The meeting was called to order at 5:15 p.m.

ROLL CALL

Public Safety Advisory Committee Members Present: Alan Hart, Ray Dotson, Mark Peila, James Hairston, Kamarie Wilson, Ken Witkoe, Martin Pullman, Tod Wolf, and Teresa Imholt King

Public Safety Advisory Committee Members Excused: Karen Ferreira

Public Safety Advisory Committee Members Absent: None.

City Councilmember Present: Michael Brandstetter

Fire Department Staff Present: Assistant Fire Chief Scott Adams

Lakewood Youth Council Present: No Youth Council present.

Staff Present: Assistant Chief John Unfred and Committee Staff Support, Joanna LaVergne, Administrative Assistant

APPROVAL OF MINUTES

Mark Peila motioned to approve the minutes. All ayes; minutes approved.

PUBLIC COMMENT

No public comments.

SPEAKER: CEO Mark Thompson and Bob Hubenthal- Western State Hospital

CEO Mark Thompson and BOB Hubenthal from Western State Hospital (WSH) gave a recap of future building and services plans for WSH. Discussion ensued.

CITY COUNCIL LIAISON COMMENTS

Councilmember Mike Brandstetter discussed the upcoming proposal to make some changes to the LMC regarding open/public drug use and camping on public property, and then gave a road construction update.

FIRE CHIEF COMMENTS

Assistant Fire Chief Scott Adams gave an update on their call load and recent cases. There is an ambulance company that will be leaving Pierce County and this change may impact 911 calls, and the Fire Department's call load. Their annual report will be ready and out in the next few weeks, as well.

POLICE CHIEF COMMENTS

Assistant Chief John Unfred gave a synopsis on his internship back in DC and then gave an update on recent cases such as the Chief Leschi memorial. Assistant Chief Unfred also gave an update on the Body-Worn Cameras and In-Car Video programs. Discussion ensued.

YOUTH COUNCIL COMMENTS

No Youth Council was present.

UNFINISHED BUSINESS

Martin Pullman asked about the Neighborhood Association Roadmap. Councilmember Mike Brandstetter stated that the Council is looking to re-energize the neighborhood associations, with some discussion regarding re-drawing the boundaries, and is looking to hire a Neighborhood Coordinator. Discussion ensued.

NEW BUSINESS

It was agreed that they would hold off on the Business Survey discussion until at least the next meeting, when they would meet the new Chief and be able to start discussing with them where to go with the survey. Discussion ensued.

REPORTS FROM BOARD MEMBERS & STAFF

Ray Dotson asked about SummerFest, the dunk tank, and whether PSAC should continue to attempt to take part in the event. Discussion ensued. Mark Peila motioned for a new idea to be come up with, and for the issue be tabled until the next meeting. All ayes; SummerFest will be moved to April agenda.


Members discussed their Neighborhood Associations, as applicable.

ADJOURNMENT


Mark Peila motioned to adjourn the meeting; all ayes. Meeting adjourned at 6:53 p.m.

Public Safety Advisory Committee:

Attest:



Martin Pullman, Chair



Joanna LaVergne, Secretary



PARKS & RECREATION ADVISORY BOARD MINUTES
Tuesday February 28, 2023– 5:30 PM
American Lake Conference Room @ City Hall & Zoom

CALL TO ORDER

Vito Iacobazzi called the meeting to order at 5:38 p.m.

ATTENDANCE

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

PRAB Members Excused: Jason Gerwen-Chair, Anessa McClendon

Youth Council absent: Brandon Elliott, Kloe Salazar, Kera Buckmaster, Kaitlyn Miller

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

Council Liaisons: Don Anderson

Guests: Stacey Reding – Capital Project Coordinator, Jessica Olson –Development Services Manager, Dave Bugher – Assistant City Manager, Ted Hill – Capital Projects Manager, Troy Pokswinski –Civil Engineer, Cal Tsuneyoshi, Annabelle Tsuneyoshi

APPROVAL OF MINUTES: Janet Spingath moved and Alan Billingsley seconded the motion to approve the minutes of the January 24, 2023 meeting as written. MPU.

Public Comments: No public comments

NEW BUSINESS:

Eagle Scout Presentation: Cal Alexander Kinohimaikalani Tsuneyoshi presented his proposal for improvements to the existing orienteering course at Fort Steilacoom Park. The project includes: repainting and clearing the areas around the course markers, adding a 100ft pace count and course check station, enhancing the existing park map with a QR code to the permanent orienteering course online, and a table/bench at the start/finish area. Sylvia Allen asked where the course was located. Cal said that he would like to invite PRAB out to see the course after completion. Mary Dodsworth suggested working with Larson sign for the QR stickers so they will last and to order extras when they wear out. Vito Iacobazzi asked if there was a current QR code for the course but there is not. Michael Lacadie moved to approve the proposed project. Alan Billingsley seconded. MPU.

Climate Change and City Tree Policy Updates: Jessica Olson presented the Tree Code Updates including: Heritage tree designations, extra protection in critical areas, permit requirements (needed for most cases), Oregon White Oaks are separated from other significant trees, emergency removal requirements, replacement policy, and inspections. Council member Don Anderson remarked that the council had to balance interests between allowing people to reasonably build on their property and increase the tree canopy. Vito Iacobazzi noted that there were about 30% more oaks in Lakewood in the past than today. Sylvia Allen commented that a neighbor took out 8 trees. Michael

Lacadie stated that the new tree policy is written in a very fair way. Michael Lacadie also inquired about building a relationship with tree removal companies to help with compliance. Dave Bugher reminded PRAB that they will be meeting with the Planning Commission on May 3rd at 6:30 p.m. to review the Urban Tree Policy that the University of Washington students have been working on.

Fort Steilacoom Park (FSP) Entry improvements: Ted Hill and Troy Pokswinski presented the park improvements to Fort Steilacoom Park entry and along Elwood Dr. to include a roundabout, mixed use path, crosswalk, low level lighting, curb, gutter and sidewalk. Public Works Engineering is partnering with the Lakewood Water District to expand their services. The entry project should be completed before SummerFEST. Vito Iacobazzi and Alan Billingsley agreed that this is a great project.

Directors Report: Mary Dodsworth provided an update that included: capital projects at Springbrook Park, Gateway signs, Park Monument Sign project expanded to include wayfinding and reader boards, Motor Ave plaza name, Wards Lake Phase 1 & 2, FSP Turf Infields and home field, American Lake Park, and the Street End Report.

Board Member Comments:

Sylvia Allen inquired about the possibility of changing the time of the meeting to 5 p.m. Mary Dodsworth suggested that it be added to next month's Agenda to confirm if this change requires council approval or a possible code change.

NEXT MEETING: The next meeting is on Tuesday, March 28, 2023 at 5:30 p.m. in the American Lake Conference Room at Lakewood City Hall.

ADJOURNMENT: Janet Spingath made a motion to adjourn the meeting at 7:02 p.m. Michael Lacadie seconded. MPU.



Jason Gerwen, Chairman
VITO IACOBAZZI



Nikki York, Office Assistant



**PLANNING COMMISSION
MEETING MINUTES
March 15, 2023
Hybrid In-Person/Virtual Meeting via ZOOM
6000 Main Street SW, Lakewood, WA**

Call to Order

Mr. Robert Estrada, Chair pro tem, called the hybrid ZOOM meeting to order at 6:34 p.m.

Roll Call

Planning Commission Members Present: Robert Estrada, Paul Wagemann, Phillip Combs, Brian Parsons and Linn Larsen

Planning Commission Members Excused: Don Daniels, Chair; and Ryan Pearson, Vice-Chair
Commission Members Absent: None

Staff Present: Tiffany Speir, Long Range & Strategic Planning Manager; Jeff Gumm, Housing & Community Services Program Manager; Weston Ott, Engineering Services Manager; and Karen Devereaux, Administrative Assistant

Council Liaison: Paul Bocchi (present via ZOOM)

Approval of Minutes

The minutes of the meeting held on March 1, 2023 were approved as written by voice vote M/S/C Combs/Larsen. The motion carried unanimously, 5-0.

Agenda Updates

Staff requested that Mr. Weston Ott, Engineering Manager, present the Non-Motorized Transportation Plan update first under new business.

Public Comments

Mr. Jon Grant, LIHI Chief Strategy Officer, stated the draft language of proposed Comprehensive Plan Amendment 2023-05 allowing permanent supportive housing and transitional housing, emergency housing and emergency shelters within specific zones in the city currently has language that creates conflicting conditions on types of activities by residents that would make the facilities a high-barrier situation. Mr. Grant noted he would forward revised language to staff via email for commissioners to consider.

Mr. John Brown, LIHI Program Manager, spoke in support of revised language for the proposed '23CPA 2023-05 to support low-barrier operating facilities.

Ms. Faaluaina Pritchard, Executive Director, Asian Pacific Cultural Center, spoke (via Zoom) in favor of changing language to the proposed '23CPA 2023-05 to eliminate the ½ mile separate on requirements as well as removing "high barrier" requirements.

Public Hearings

None

Unfinished Business

None

New Business

Non-Motorized Transportation Plan

Mr. Weston Ott, Engineering Services Manager, presented commissioners with the updated plan noting the City has successfully increased the amount of useable sidewalk by 40% since 2009. Mr. Ott shared the public outreach process and responses received during the update.

The pedestrian system improvements were discussed as well as funding needs for the projects. The bicycle system plan is focusing on the needed east-west connections. Mr. Ott explained the plan update was completed to incorporate all the capital projects built since 2009, and aligns with national standards. City Councilmembers will receive this update presentation at the March 27th study session.

Annual Housing Action Plan Report

Mr. Jeff Gumm, Housing & Community Services Program Manager, reviewed the FY2023 Annual Action Plan updating information on the program authority and partnerships, purpose, eligible activities, how residents can qualify and the processes required for the separate programs. While discussing the Lakewood 5-yr 2020-2024 Consolidated Plan, Mr. Gumm reviewed the four specific goals and measurable outcomes to date. Graphics depicting the funding available and expenditures over the time of the programs were shared.

2023 Comprehensive Plan Proposed Amendments Review

In Resolution 2022-15, the Lakewood City Council set the docket list for the 2023 Comprehensive Plan amendment (23CPA) cycle. Ms. Tiffany Speir provided a review of the nine (9) potential amendments; summaries and CED recommendations on the proposed amendments were provided in meeting materials and presentation. The Planning Commission would hold a public hearing on April 5 and take action on a recommendation regarding the entire amendment docket on May 3.

Report from Council Liaison

Councilmember Mr. Paul Bocchi updated commissioners on the following topics:

- Mr. Trestin Lauricella was chosen to fill the vacant Lakewood City Council Position 6 and will be sworn in at the Monday, March 20, 2023 meeting. Mr. Lauricella has already requested permission to run for election in the Fall 2023.
- City Council would consider adopting an ordinance prohibiting open drug use which will allow police officers to arrest if they witness such activity and then provides opportunity for rehabilitation assistance on March 20. The same night, Council would also be considering action on a proposed ordinance which would prohibit camping in areas of ecological significance such as within 200' of a body of water to include creeks or lakes. (The City Attorney later confirmed this would apply to state owned property, but not federal or tribal property.)
- Councilmember Bocchi also thanked Mr. Ott and Mr. Gumm for their efforts on behalf of the City related to the NMTP and the housing programs.

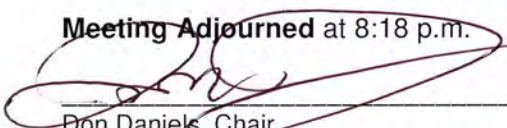
Reports from Commission Members and Staff

Ms. Speir reviewed the upcoming meetings schedule with commissioners:


March 27: Joint City Council / Planning Commission Meeting at 7:00 p.m.
April 5: Proposed Comprehensive Plan Amendments Public Hearing
April 19: Discuss and Take Action on Comprehensive Plan Amendment Recommendation

The Next Regular Meeting would be held as a hybrid in-person/ZOOM meeting on Wednesday, April 5, 2023.

Meeting Adjourned at 8:18 p.m.


Don Daniels, Chair
Planning Commission

04/05/2023


Karen Devereaux, Recording Secretary
Planning Commission

04/05/2023



TO: Mayor and City Councilmembers

FROM: Jeff Gumm, Housing Program Manager

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

DATE: April 17, 2023

SUBJECT: Public Hearing on FY 2023 Annual Action Plan

Introduction: This memorandum will provide the City Council with a brief description of the review and approval process associated with the Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funding allocations for FY 2023 (July 1, 2023 – June 30, 2024).

Public Participation Process: As part of the CDBG and HOME consolidated planning process, grantees are required to include a public participation component as it determines how funding is be allocated to meet housing and community development needs for low- and moderate-income individuals. This public process involves a minimum of two steps- a public hearing during development of the plan, and a minimum 30-day comment period to receive comments from citizens on the consolidated plan specifics. The process began on January 30, 2023 with an online public hearing and again on March 15, 2023 before the Community Services Advisory Board (CSAB). Comments received focused on affordable housing, transitional housing, related housing expenses like move-in costs, utility expenses and liens, screening fees and deposits, and financial counseling. Additional comments focused on funding for staffing for homeless services, warming and cooling centers, home repair grant programs, ‘green’ options for heating systems, and infrastructure improvements in support of housing.

To complete the public participation component, the City is providing for a 30-day public comment period (April 1, 2023 – April 30, 2023) and is holding a public hearing on April 17, 2023 to accept comments on the City’s proposed use of funds for FY 2023. To date, one written comment was received on March 31, 2023. The commenter noted the need for sidewalk improvements along Meadow Rd. SW between 100th St. and Ardmore Dr. SW as access to bus service for persons with disabilities was limited in that area due to the lack of sidewalks.

Timeline: The timeline below provides milestones and upcoming actions relating to the FY 2023 Annual Action Plan.

- January 30, 2023 – Public hearing on housing and community development needs related to CDBG/HOME funding priorities for FY 2023 Annual Action Plan.
- March 15, 2023 – Public hearing before CSAB on CDBG/HOME funding priorities for FY 2023 Annual Action Plan. CSAB review of proposed CDBG/HOME funding priorities for FY 2023 Annual Action Plan.
- March 27, 2023 – Council review of Draft FY 2023 Annual Action Plan.
- April 1 - April 30, 2023 – Formal citizen review & comment period for Plan.
- *April 17, 2023* – *Lakewood City Council conducts public hearing on the Draft Annual Action Plan.*
- May 1, 2023 – Lakewood City Council adopts FY 2023 Annual Action Plan.
- May 15, 2023 – Submit Annual Action Plan to HUD. Submittal to be made jointly with Lakewood and Tacoma due to HOME Consortium status.

FY 2023 Annual Action Plan:

Tables 1 and 2 below provide a listing of CDBG and HOME funds available and proposed use of funds for the upcoming fiscal year. Should Lakewood’s CDBG and HOME allocations differ from the allocations as listed for any reason, staff is recommending a pro rata adjustment to all proposed uses of funds. Staff is not anticipating any changes in the City’s award allocations.

TABLE 1 CDBG FUNDING RECOMMENDATIONS – FY 2023					
	CDBG	Reprogrammed CDBG	Program Income	TOTAL	Consistent With 5-YR Goal
Housing – Major Home Repair	\$248,971.20	\$3,958.16	\$100,000	\$352,929.36	#1 – Housing Instability, including homelessness (8 households)
Housing – Emergency Assistance for Displaced Residents.	\$20,000	\$0	\$0	\$20,000	Goals #1 & #4 – Housing Instability, including homelessness rental and homeowner opportunities & Need for safe, accessible homes and facilities (10 individuals)
Housing – Rebuilding Together South Sound	\$75,000	\$0	\$0	\$75,000	#1 – Housing Instability, including

					homelessness (15 households)
Services – CDBG Emergency Payments Program	\$80,000	\$0	\$0	\$80,000	#3 – Need for accessible culturally competent services (40 individuals)
CDBG Admin of HOME Housing Services	\$10,000	\$0	\$0	\$10,000	#2 – Housing Instability, including homelessness (25 households)
Administration	\$108,492.80	\$0	\$0	\$108,492.80	Administration
NSP1 Abatement Program	\$0	\$0	\$275,000	\$275,000	#1 – Housing Instability, including homelessness (3 buildings demolished)
Total Funding	\$542,464	\$3,958.16*	\$375,000^	\$921,422.16	
<i>*Reprogrammed funding \$3,958.16 (FY 2021 Administration).</i> <i>^Program Income: The City anticipates approximately \$100,000 in program income to be received in repayments from the Major Home Repair Revolving Loan Fund and \$275,000 from the NSP1 Abatement Fund..</i> <i>Program income will be used in accordance with HUD's requirements for RLF funds and shall be used to fund similar activities.</i>					

TABLE 2 HOME FUNDING RECOMMENDATIONS – FY 2023				
	HOME	Reprogrammed HOME	TOTAL	Consistent With 5-YR Goal
Affordable Housing Fund	\$341,312	\$128,302	\$469,614	#2 – Affordable rental and homeowner opportunities (LASA Project – 25 households)
Administration (Tacoma 10%)	\$37,924	\$0	\$37,924	Administration
Total Funding	\$379,236	\$128,302*	\$507,538	
<i>*FY 2022 Program Income.</i>				

From: [Info](#)
To: [Briana Schumacher](#)
Subject: Fw: Future plans for sidewalks CDBG 2023 Action Plan
Date: Monday, April 3, 2023 9:24:20 AM

From: Linda Davis <meadowart1@gmail.com>
Sent: Friday, March 31, 2023 6:44 PM
To: Info
Subject: Future plans for sidewalks CDBG 2023 Action Plan

This email originated outside the City of Lakewood.

Use caution when following links or opening attachments as they could lead to malicious code or infected web sites. When in doubt, please contact the HelpDesk.

- helpdesk@cityoflakewood.us ext. 4357

I notice in the **CDBG 2023 Action Plan** that again Meadow Road SW is being bypassed for improvements. I would like to address that there are four Pierce County buses per hour, (2 each direction) (Route 212) traveling between 100th Street and Ardmore Drive SW. I believe only one bus stop in that area has a sidewalk, the one on the southeast corner of Meadow Rd SW and Mt. Tacoma Drive. People in wheelchairs and walkers struggle to get to the bus stops and gain access to the buses. I wonder how Pierce Transit and Lakewood plan to address that safety issue in the future, or if there is consideration to redirecting the bus service to a road that has sidewalks.

Thank you,

Linda Davis



TO: City Council
FROM: Bill Adamson, SSMCP Program Manager
THROUGH: John Caulfield, City Manager *John E. Caulfield*
DATE: April 17, 2023
SUBJECT: South Sound Military & Communities Partnership (SSMCP) 23-24 Work Plan
ATTACHMENTS: SSMCP 2023-2024 Work Plan

Discussion

While the South Sound Military & Communities Partnership (SSMCP) adheres to its own internal processes described in its foundational Memorandum of Agreement, the City of Lakewood holds the critical position within the organization as its Executive Agent. Lakewood also acts as fiduciary agent and provides legal advice, IT, human resources and finance support. SSMCP focuses on the intersection of issues between local governments and the JBLM military community. SSMCP is a membership dues and grant-funded organization whose staff are Lakewood employees working for the Partnership.

The 2023-2024 Work Plan was developed and approved during the SSMCP Steering Committee retreat in September 2022 and was confirmed at the Elected Officials Council in November 2022. This updated 2023-2024 Work Plan draws upon recommendations from the 2022 Growth Coordination Plan. A SSMCP stakeholder Growth Coordination Plan (GCP) polling session identified the priority work plan tasks selected for the work plan. Three new initiatives outlined in the Work Plan include: resiliency planning; monitor / engage when appropriate the Commercial Aviation Coordinating Commission's site recommendation for a new airport; and facilitate a state-led, statewide military / defense sector economic impact analysis.

The remainder of this updated Work Plan revisits previous tasks and priority recommendations of SSMCP stakeholders and have been reworded appropriately.

Fiscal Impact to Lakewood

In addition to SSMCP staff salaries and benefits, a 10% local match for a federal grant enabling some of the work plan tasks (Resiliency planning, housing study 2.0, and military spouse occupational licensure) was previously reviewed and approved by Council at a cost of \$77,760.



City of Yelm
WASHINGTON



SOUTH SOUND MILITARY & COMMUNITIES PARTNERSHIP

A Partnership of more than 50 member cities, counties, the Nisqually Indian Tribe, Joint Base Lewis-McChord, State, regional, corporate, and non-profit organizations dedicated to fostering outcomes that are mutually beneficial to the South Sound region.



The Steven A. Cohen
Military Family Clinic
at Valley Cities



SSMCP focuses on the intersection of issues between local governments and the military community

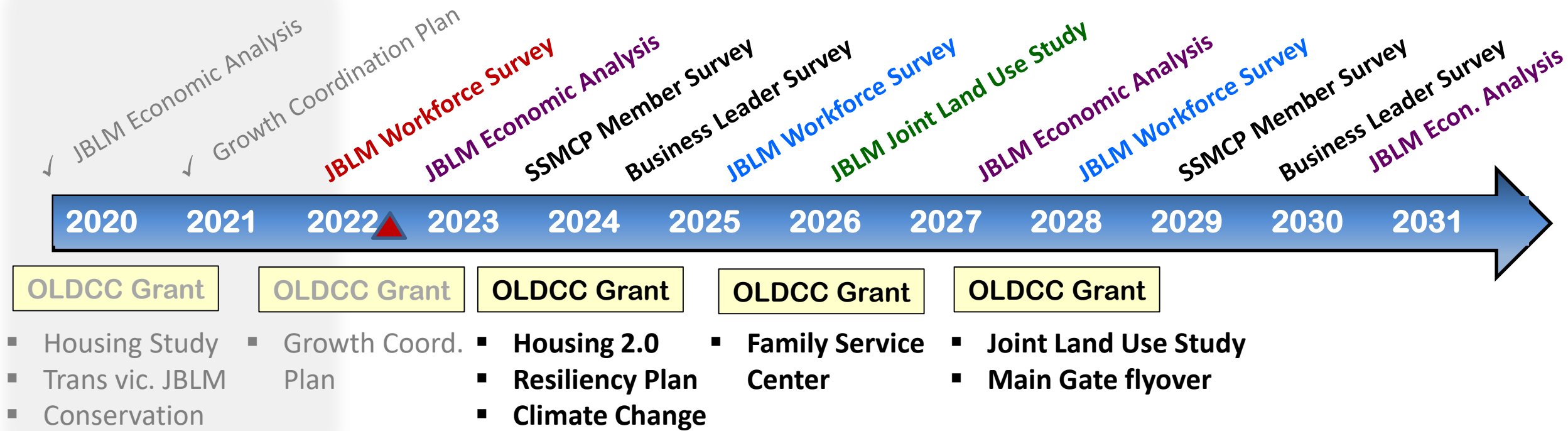
2023-24 SSMCP WORK PLAN

- Manage federal grant funding to:
Improve **resiliency planning***, Advocate for Occupational Licensure, Support Development of and Access to Attainable Off-base Housing
- Pursue Funding for I-5 improvements
- Pursue military compatibility measures such as clear zone encroachment
- Measure and Communicate the Economic Benefits of JBLM in the Region
- Increase communication between JBLM, Child Care providers and military families
- Inform / educate state legislators about SSMCP and advocacy in state-level activities
- ✓ **Monitor / engage when appropriate the Commercial Aviation Coordinating Commission's site recommendation for a new airport***
- ✓ **Facilitate a state-led, statewide military / defense sector economic impact analysis***
- Conduct JBLM Workforce Survey

*** New initiatives**

IMPLEMENTING THE 2022 GCP

Long-term Studies / Grants



NOTES:

- SSMCP Member Survey – 1X in five years
- Business Leader Survey – 1X in five years
- JBLM Workforce Survey – 1X every three to four years
- JBLM Economic Analysis – 1X every four years to five



TO: Mayor, Deputy Mayor, and City Councilmembers

FROM: Michael Vargas, Assistant to the City Manager/Policy Analyst

THROUGH: John Caulfield, City Manager *John F. Caulfield*

DATE: April 17, 2023

SUBJECT: Review of the Rotary Club of Lakewood ARPA funds request for Implementation of the Dolly Parton Imagination Library

Purpose: The City Council expressed interest in bringing the Dolly Parton Imagination Library (DPIL) program to Lakewood, to be implemented by the Rotary Club of Lakewood. The purpose of this memorandum is to outline the funding request and schedule of the Rotary Club of Lakewood, as well as the equity impact and program outcome of the DPIL program, over the next five years, June of 2023 to June of 2028.

Funding Request: Rotary Club of Lakewood requests \$77,426 in American Rescue Plan Act (ARPA) funds. Currently, federal regulation stipulates that ARPA funds must be committed by the end of 2025, and spent by the end of 2026. Rotary Club of Lakewood estimates the \$77,426 request, combined with their own fundraising efforts, will suffice to launch the program and continue it during the first five years of implementation and beyond, with ARPA funds completely exhausted in 2026.

Program Outcome: The three Lakewood zip codes serviced by DPIL are 98499, 98498, and 98433. DPIL serves all children from birth to 5 years-old. The three zip codes selected cover all of Lakewood as well as the entire Clover Park School District, to include Joint Base Lewis-McChord. According to DPIL, within the three Lakewood zip codes, there are approximately 6000 children eligible for the program. Drawing on well-documented experience, DPIL estimates 65% of the eligible population will enroll, or approximately 4000 children. Based on DPIL historical trends, it is estimated that the 4000-reader mark is reached in five years, with approximately 20% in Year 1, 40% in Year 2, etc.

	Program Outcomes				
	Year 1	Year 2	Year 3	Year 4	Year 5
	June '23 - June '24	June '24 - June '25	June '25 - June '26	June '26 - June '27	June '27 - June '28
Number of children reached, cumulative	800	1600	2400	3200	4000
% of target reached, cumulative	20%	40%	60%	80%	100%

Ultimately outcomes are dependent on community outreach efforts and sign-up rates. As the non-profit administering the DPIL program, the role of the Rotary Club of Lakewood includes coordinating with partner organizations to provide community outreach and to sign up eligible households:

- Pierce County Library System, with staff making library patrons aware of the program
- Clover Park School District, which has an interest in early childhood literacy and is open to joint advocacy
- YMCA, which is a proven DPIL resource and partner around the country
- Local hospitals, preschools, and other service providers that work with young children
- Other local civic organizations to ensure sufficient ongoing funding for the program

Equity Impact: The DPIL program provides all readers with free books regardless of socioeconomic status. However, as Lakewood is a majority-minority community, as well as exhibiting a “dumb-bell” income distribution, the equity impact of the DPIL program on reading outcomes for children will likely be considerable:

- National 3rd-party studies of DPIL participation show approximately 20% of participants come from zip codes with poverty rates of 25% or higher (*Center for Community Solutions, 2021*).
 - The Tillicum neighborhood has a 28% poverty rate for children under 18 (*Census 2020*).
- Close to 50% of Washington State students are eligible for free/reduced lunch (*Washington State Child Nutrition Programs, 2022*).
- Around 70% of Clover Park School District students are BIPOC (*Clover Park School District, 2023*).
- All but one of Lakewood elementary schools (Idelwild) are Title 1, determined by 40% low-income student population (*ZipDataMaps – Lakewood, 2021*).

Applications for new readers are posted to a portal administered by the Rotary Club of Lakewood DPIL Committee. Specific mailing addresses are confirmed during the sign-up process, which allows Committee members to roughly track the participation rate of socioeconomically disadvantaged children, by comparing the address to proximity to Title 1 schools in Lakewood. However, Lakewood census and school socioeconomic data show that even without any demographic data being tracked, it is likely there will be a high participation rate among disadvantaged children.

Funding Schedule: Within the first three program years, June 2023 to June 2026, the requested \$77,426 in ARPA monies completely funds the program. Starting in the Year 4, June 2026 to June 2027, the remaining \$20,593 in ARPA monies would be spent by December 31, 2026.

Rotary Club of Lakewood would spend part of the \$28,000 of recently fundraised monies, covering the remaining annual program cost. In Year 5, June 2027 to June 2028, the annual program cost would reach a maximum of about \$105,904 to fully reach the estimated 4,000 children. This annual program cost is anticipated to remain steady in subsequent years. Rotary Club of Lakewood will continue fundraising efforts already underway, throughout all program years, anticipating completely covering the annual cost of the program once ARPA funds are exhausted in Year 4. A major funding source is a 50% match from the Washington State Office of Superintendent of Public Instruction (OSPI). The 50% match is implemented via direct payment from OSPI to DPIL.

	Funding Schedule						Total
	Year 1	Year 2	Year 3	Year 4	Year 5		
Sources	June '23 - June '24	June '24 - June '25	June '25 - June '26	June '26 - June '27	June '27 - June '28		
OSPI 50% Match	\$ 9,757	\$ 17,655	\$ 29,421	\$ 41,187	\$ 52,952	\$ 150,972	
City ARPA Funds	\$ 9,757	\$ 17,655	\$ 29,421	\$ 20,593	\$ -	\$ 77,426	
2023 Rotary Club of Lakewood Fundraising	\$ -	\$ -	\$ -	\$ 20,594	\$ 7,406	\$ 28,000	
Future Rotary Club of Lakewood Fundraising	\$ -	\$ -	\$ -	\$ -	\$ 45,546	\$ 45,546	
Total Source	\$ 19,514	\$ 35,310	\$ 58,842	\$ 82,374	\$ 105,904	\$ 301,944	
Program Cost							
Annual Program Cost	\$ 19,514	\$ 35,310	\$ 58,842	\$ 82,374	\$ 105,904	\$ 301,944	
Net Annual Program Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

	Funding Schedule - Cumulative					
	Year 1	Year 2	Year 3	Year 4	Year 5	
Sources - Cumulative	June '23 - June '24	June '24 - June '25	June '25 - June '26	June '26 - June '27	June '27 - June '28	
OSPI 50% Match	\$ 9,757	\$ 27,412	\$ 56,833	\$ 98,020	\$ 150,972	
City ARPA Funds	\$ 9,757	\$ 27,412	\$ 56,833	\$ 77,426	\$ 77,426	
Rotary Club of Lakewood Fundraising	\$ -	\$ -	\$ -	\$ 20,594	\$ 73,546	
Program Cost - Cumulative						
Cumulative Annual Program Cost	\$ 19,514	\$ 54,824	\$ 113,666	\$ 196,040	\$ 301,944	

Rotary Club of Lakewood Experience: As a lead civil service organization in the community, Rotary Club of Lakewood is experienced in administering programs that benefit Lakewood youth. Specifically, Rotary Club of Lakewood has a long and active history with childhood literacy and education.

- Tutoring program at Southgate Elementary for many years until school closure
- Organized the funding and implementation of the International Baccalaureate program in Clover Park School District
- Decades-old “Next Step” program to assist highly capable high school students from disadvantaged backgrounds in the college application process
- Tradition of regularly recognizing a “student of the month” and “educator of the month”

Recommendation: The \$77,426 ARPA monies request by Rotary Club of Lakewood to launch the DPIL program is estimated to produce both considerable and equitable positive literacy impacts for the youngest children in the community. It is recommended the City Council fully fund Rotary Club of Lakewood’s \$77,426 ARPA funds request.