

# LAKEWOOD CITY COUNCIL AGENDA

Monday, September 18, 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: <a href="https://www.youtube.com/user/cityoflakewoodwa">https://www.youtube.com/user/cityoflakewoodwa</a>

Those who do not have access to YouTube can participate via Zoom by either visiting <a href="https://us02web.zoom.us/j/86872632373">https://us02web.zoom.us/j/86872632373</a> 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 <a href="https://us02web.zoom.us/j/86872632373">https://us02web.zoom.us/j/86872632373</a>.

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://usO2web.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.

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.

## **CALL TO ORDER**

# **ROLL CALL**

## PLEDGE OF ALLEGIANCE

# PROCLAMATIONS AND PRESENTATIONS

- (4) 1. Proclamation declaring September 23, 2023 through October 1, 2023 as Blue Star Welcome Week. Rachel Carpenter, Puget Sound Program Manager, Blue Star Families
  - 2. West Pierce Fire and Rescue recognition of Lakewood Police Department. – Chief Jim Sharp, West Pierce Fire & Rescue and Chief Patrick Smith, Lakewood Police Department
  - 3. Eagle Scout Recognition. Cal Tsuneyoshi, Orienteering Markers and Gerard Bega and Guillaume (Guy) Bega, Springbrook Community Garden

# **PUBLIC COMMENTS**

# CONSENT AGENDA

- (6) A. Approval of the minutes of the City Council study session of August 28, 2023.
- (10) B. <u>Motion No. 2023-86</u>

Authorizing the execution of an agreement with JA Brennan Associates, PLLC, for the Edgewater Park Master Plan Update.

(34) C. <u>Motion No. 2023-87</u>

Accepting the Edward Byrne Memorial Justice Assistance Grant, in the amount of \$45,000, for technological advancement for crime detection, response and protection.

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.

# (35) D. Motion No. 2023-88

Authorizing the execution of an amendment to the agreement with Doolittle Construction for the 2023 Chip Seal Program.

# (36) E. <u>Motion No. 2023-89</u>

Appointing Amelia Escobedo to serve on the Landmarks and Heritage Advisory Board through December 31, 2026.

# (39) F. Resolution No. 2023-09

Authorizing the City Manager to seek grant funding assistance managed through the Washington State Recreation and Conservation Office for Lakewood Parks Maintenance.

- (46) G. Items filed in the Office of the City Clerk:
  - 1. Planning Commission meeting minutes of June 21, 2023.
  - 2. Community Services Advisory Board meeting minutes of June 21, 2023.
  - 3. Community Services Advisory Board meeting minutes of July 19, 2023.

# REGULAR AGENDA

**UNFINISHED BUSINESS** 

**NEW BUSINESS** 

REPORTS BY THE CITY MANAGER

CITY COUNCIL COMMENTS

**ADJOURNMENT** 

# **CITY OF LAKEWOOD**



# **PROCLAMATION**

**WHEREAS,** Blue Star Families seeks to empower military families by connecting them with their neighbors — individuals and organizations — to create vibrant communities of mutual support; and

**WHEREAS,** Blue Star Families annually designates the week beginning the second to last Saturday in September and concluding eight days thereafter as "Blue Star Welcome Week"; and

**WHEREAS,** during this week, we recognize the 600,000 active-duty and transitioning military families who move to new communities each year; and

**WHEREAS,** nearly half of these permanent change of station (PCS) moves occur during the summer; and

**WHEREAS,** only 33% of military family respondents to the 2022 Military Family Lifestyle Survey reported that they feel a sense of belonging to their local civilian community; and

**WHEREAS,** a sense of belonging is essential to the well-being and readiness of military families; and

**WHEREAS,** we commit to ensuring that military — and Veteran — connected families feel a strong sense of belonging to their local civilian communities; and

**WHEREAS,** we express gratitude for the sacrifices made by service members, transitioning Veterans, and their families; and

**WHEREAS,** we encourage civilians nationwide to welcome military- and Veteran-connected families into their communities.

NOW, THEREFORE, be it resolved that the Lakewood City Council do hereby proclaim September 23, 2023 through October 1, 2023 as

# **BLUE STAR WELCOME WEEK**

In the City of Lakewood, Washington.

PROCLAIMED this 18th day of September, 2023.

Jason Whalen, Mayor

Mary Moss, Deputy Mayor

Don Anderson, Councilmember

Michael D. Brandstetter, Councilmember

J. Trestin Lauricella, Councilmember

Paul Bocchi, Councilmember



# LAKEWOOD CITY COUNCIL STUDY SESSION MINUTES

Monday, August 28, 2023 City of Lakewood Council Chambers 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

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# **CALL TO ORDER**

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

# **ROLL CALL**

<u>Councilmembers Present</u>: 7 – Mayor Whalen; Deputy Mayor Mary Moss; Councilmembers Mike Brandstetter, Don Anderson, Patti Belle, Trestin Lauricella and Paul Bocchi.

# ITEMS FOR DISCUSSION:

Review of City of Lakewood Brand Guide and Communications and Marketing Operational Plan.

Communications Manager Brynn Grimley and Communications Coordinator Derek Gibson presented the City of Lakewood Brand Guide, highlighting updates to color palettes, typefaces, and logos to be used across the city when communicating in writing and advertising. The presentation also showcased the increased accessibility of the City's website and resources for creating new documents in line with the guidelines to establish a uniform and cohesive identity. Discussion ensued.

2024 Comprehensive Plan Periodic Review Update – Transportation and Utilities.

Long Range and Strategic Planning Manager Tiffany Speir, provided a high level overview of the 2024 Comprehensive Plan Periodic Review Update for Transportation and Utilities detailing changes to requirements for regulations covering transportation and utilities. Discussion ensued.

ITEMS TENTATIVELY SCHEDULED FOR SEPTEMBER 5, 2023 REGULAR

# CITY COUNCIL MEETING:

- Proclamation declaring September 11, 2023 as Patriot Day and Day of Remembrance. – Chief Patrick Smith, Lakewood Police Department and Chief Jim Sharp, West Pierce Fire and Rescue
- 2. Proclamation recognizing National Hispanic Heritage Month.
- 3. Business Showcase. *Lakewood Barbershop*
- 4. Youth Council Report.
- 5. Clover Park School District Report.
- 6. Authorizing the execution of an amendment to the interagency agreement with Washington State Department of Enterprise Services for the Lakewood City Hall Phase I Energy Upgrades. (Motion Consent Agenda)
- 7. Authorizing the execution of an amendment to the agreement with Tetra Tech for the Waughop Lake Alum Treatment. (Motion Consent Agenda)
- 8. Authorizing the execution of an agreement for the Western State Hospital Plan Review. (Motion Consent Agenda)
- 9. Amending Lakewood Municipal Code Chapter 2.14 related to training required of Court Compliance Officer. (Ordinance Regular Agenda)
- 10. Sewer Connection Update. (Reports by the City Manager)

# REPORTS BY THE CITY MANAGER

City Manager Caulfield provided an update on the discussions with Camp Murray related to the boat launch and opportunities for a joint partnership. He shared that the City of Lakewood was not awarded the Rebuilding American Infrastructure Sustainably and Equitably (RAISE) Grant and shared the feedback received on our application.

He reported that the City of Lakewood has applied for a Lodging Tax Advisory Committee (LTAC) grant to help sponsor the Sister City, Gimhae, South Korea delegation's visit. Discussion on potential plans for the visit ensued, including potential Boeing and Joint Base Lewis McChord tours, on city code and the brand guide ensued. He shared that the 2/2 Stryker Brigade Combat Team has invited City Council to a lunch event on Wednesday, August 30<sup>th</sup> from 12:00 pm until 1:30 pm to include soccer or football games later in the afternoon. He also shared details on the plans for cleanup at Fort Steilacoom Park following the fire.

He then announced the following upcoming meetings and events:

- September 4<sup>th</sup>, 10:00 a.m. until 5:00 p.m. at Cheney Stadium, Buffalo Soldiers Labor Day Festival
- September 9<sup>th</sup> from 12:00 p.m. until 5:00 pm at Fort Steilacoom Park, Fiesta de la Familia
- August 29<sup>th</sup> from 2:00 p.m. until 7:00 p.m. at Fort Steilacoom Park, Lakewood Farmer's Market
- September 8<sup>th</sup> at 12:00 p.m. Lakewood City Hall September 11 Remembrance Ceremony
- September 27<sup>th</sup> from 5:00 p.m. until 6:30 p.m. at the Clover Park Technical College Rotunda, Volunteer Recognition Event
- September 27<sup>th</sup> at 6:30 p.m. DuPont City Council Chambers, Pierce County Council District 6 meeting.

# CITY COUNCIL COMMENTS

Councilmember Anderson shared that the Puget Sound Regional Council Executive Board meeting was cancelled. He discussed the status of the H-Barn Restoration Project and his time playing sports in the military.

Deputy Mayor Moss shared that she attended a Clover Park School District event and the Lakewood Police Department Appreciation barbecue this week.

Mayor Whalen shared that he attended the Lakewood Police Department Appreciation barbecue this week. He shared that he will be meeting with Congresswoman Strickland on the 31st of August and attending an American Red Cross event. He also shared that August 31st will be his final day for his private practice.

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Mayor Whalen announced that the City Council will recess into Executive Session for approximately 20 minutes pursuant to RCW 42.30.110(1)(i) to discuss with legal counsel representing the city litigation or potential litigation. The City Council is not expected to take action following the Executive Session other than to adjourn the meeting.

The City Council recessed into Executive Session at 8:59 p.m.

At 9:18 p.m., Mayor Whalen announced that the Executive Session will be extended for an additional 5 minutes.

The City Council reconvened at 9:22 p.m.

There being no further bu	siness, the meeting adjourned at 9:22 p.m.
ATTEST:	JASON WHALEN, MAYOR
AMELIA HERNANDEZ ACTING CITY CLERK	

DATE ACTION IS REQUESTED:	<b>TITLE:</b> Design Services for Edgewater Park Master Plan	TYPE	OF ACTION:
September 18, 2023	Update and Improvements	_	ORDINANCE NO.
			RESOLUTION NO.
<b>REVIEW:</b> September 18, 2023	ATTACHMENTS:  JA Brennan Associates, PLLC	<u>X_</u>	MOTION NO. 2023-86
contract, scope of work and fees matrix. 2019 Edgewater Park Draft		_	OTHER
	Master Plan		

**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 with JA Brennan Associates, PLLC to provide design services necessary to update the Edgewater Park master plan.

**DISCUSSION:** Edgewater Park is a relatively undeveloped 1 acre linear park on the shore of Lake Steilacoom and has the only public boat launch on the lake. The site is considered a neighborhood park and should be designed for easy access as well as supporting unstructured, spontaneous activities including active and passive recreation. In 2004 the City worked with the Department of Fish and Wildlife to replace the aging boat launch at Edgewater Park. The City did not survey the area or make adjacent street improvements to change how people accessed the launch. In 2018, to prepare for the upcoming grant cycles, the Parks and Recreation Advisory Board (PRAB) met with neighbors and community members at a series of meetings both on site and at City Hall to review site issues, list community concerns and brainstorm improvements. Several draft plan options were created and community members shared what the liked and disliked regarding each option and a preferred draft master plan was created. Because road width concerns and traffic issues were discussed a site survey was (continued)

<u>ALTERNATIVE(S)</u>: Council could not approve contract and/or request an alternative scope of work. This would delay master plan work which is a requirement for grant applications and would result in missing the next grant cycle (which begins 2024).

**FISCAL IMPACT:** Fiscal impact of this contract is \$ \$256,565 Park CIP funds in the amount of \$126,556 have already been appropriated for this project. Additional funding is needed to complete the master plan project (to include the traffic study). See chart on page two (Continued)

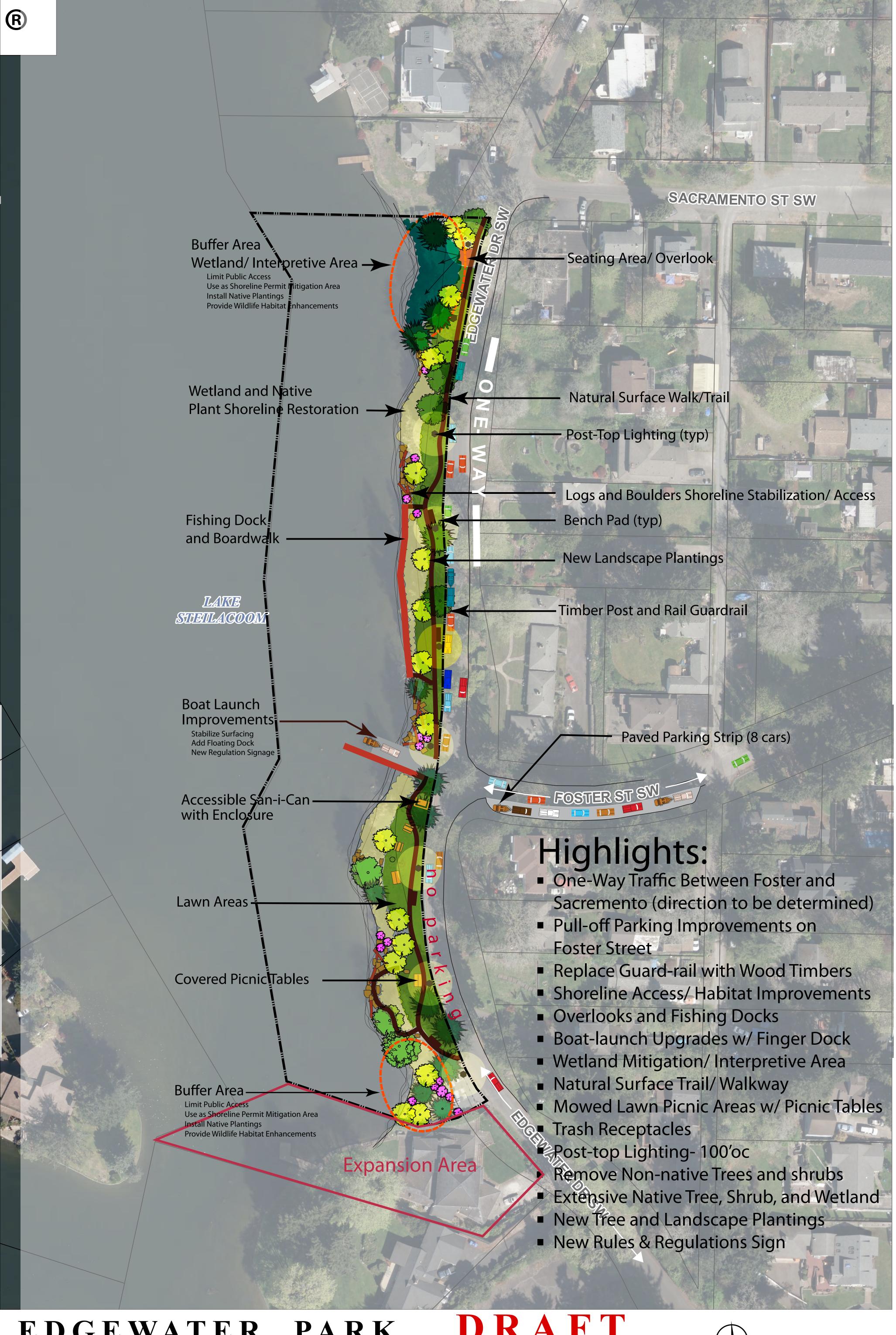
Mary Dodsworth	The Kraus
Prepared by	City Manager Review
Department Director	

**DISCUSSION** (continued): completed which identified several encroachment issues along the roadways with the most significant encroachment occurring at the south end of the site. Due to this encroachment and how it might affect the site and adjacent roads, the City was not able to apply for grants to improve this area. Since 2020 the City has been working with the adjacent property owner to identify issues and possible solutions. One solution was to purchase additional property for park use so earlier this year City Council authorized the acquisition of real property in the area for park purposes.

To support future Edgewater Park improvements, JA Brennan Associates, PLLC was asked to prepare a scope of work to update the master site plan and help the city prepare for permitting and various grant opportunities. Specialty tasks include site assessment, construction feasibility, wetland delineations, a traffic study, surveying, development of graphics and cost estimates as well as geo tech, environmental and engineering services to support design and permit needs.

**FISCAL IMPACT** (continued): If approved, funds would be accounted for in the midbiennium budget adjustment.

301.0019 Edgewater Park Master Plan Scope & Funding Summary							
Revenues	Total						
General Funds (appropriated)	\$126,556.00						
Master Plan Scope Summary	<b>Contract Total</b>						
Traffic Study	\$22,502.50						
Master Plan Design Update	\$256,565.71						
Total Master Plan Contract	\$279,068.21						
Additional Resources Requested	\$152,512.21						



# PROFESSIONAL SERVICES AGREEMENT FOR

	nt"), made and entered into this day of, d, a Washington municipal corporation ("City"), ("Contractor"). The ted and do business at the below addresses which
shall be valid for any notice required under this Ag	
:	CITY OF LAKEWOOD:
The Parties agree as follows:	
Agreement, which shall be the date of mutual exet the Work, but in any event no later than	shall commence upon the effective date of this ecution, and shall continue until the completion of("Term"). This Agreement may be the mutual written agreement of the City and the
Exhibit "A", attached hereto and incorporated by with the accepted professional practices for other effect at the time those services are performed, period prescribed by the City and pursuant to the designee. The Contractor warrants that it has the reprovide the Services and is appropriately accred governmental entities, including but not limited business license. Services shall begin immediate Services shall be subject, at all times, to inspection failure or delay in making) such inspection or app	form the services more specifically described in this reference ("Services"), in a manner consistent similar services within the Puget Sound region in erformed to the City's satisfaction, within the time the direction of the City Manager or his or her equisite training, skill, and experience necessary to lited and licensed by all applicable agencies and to obtaining any applicable City of Lakewood tely upon the effective date of this Agreement. On by and approval of the City, but the making (or proval shall not relieve Contractor of responsibility with this Agreement, notwithstanding the City's ance, its substantiality or the ease of its discovery.
providing the other partydays writt may terminate this Agreement immediately if the	tinate this Agreement, with or without cause, upon ten notice at its address set forth above. The City e Contractor fails to maintain required insurance violates Section 12; and such may result in

# 4. <u>COMPENSATION</u>.

- 4.1 <u>Amount</u>. In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B", attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.
- 4.2 <u>Method of Payment</u>. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.
- 4.3 <u>Non-Appropriation of Funds</u>. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

# 5. INDEMNIFICATION.

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

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

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

- 5.3 <u>Survival</u>. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.
- **INSURANCE.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.
- 6.1. <u>No Limitation</u>. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.
- 6.2. <u>Minimum Scope of Insurance</u>. Contractor shall obtain insurance of the types and coverage described below:
  - a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
  - b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.
  - c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  - d. Professional Liability insurance appropriate to the Contractor's profession.
- 6.3. <u>Minimum Amounts of Insurance</u>. Contractor shall maintain the following insurance limits:
  - a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
  - c. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- 6.4 <u>Other Insurance Provision</u>. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.
- 6.5 <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- 6.6 <u>Verification of Coverage</u>. Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the

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

- 6.7 <u>Notice of Cancellation</u>. The Contractor shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.
- 6.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.
- 6.9 <u>Public Entity Full Availability of Contractor Limits</u>. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- 6.10 <u>Survival</u>. The provisions of this Section shall survive the expiration or termination of this Agreement.
- **WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.
- **8. BOOKS AND RECORDS.** The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- 9. INDEPENDENT CONTRACTOR. The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to

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

- 10. <u>CONFLICT OF INTEREST</u>. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
- **EQUAL OPPORTUNITY EMPLOYER.** In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

# 12. <u>GENERAL PROVISIONS.</u>

- 12.1 <u>Interpretation and Modification</u>. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.
- 12.2 <u>Assignment and Beneficiaries</u>. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and

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

- 12.3 <u>Compliance with Laws</u>. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.
- 12.4 Contractor's Employees Employment Eligibility Requirements. The Contractor and any subcontractors shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. The Contractor shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for such proof.
- 12.5 Contractor's Employees Department of Retirement Systems (DRS) Retiree Return to Work Verification Process. The City's obligation to comply with DRS Retiree Return to Work Verification Process extends to Independent Contractors and Third Party Workers. Contractor and any subcontractors shall provide worker information as requested by the City. The Contractor shall provide such requested information, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for same.
- Enforcement. Time is of the essence of this Agreement and each and all of its 12.6 provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative process.

If the Pierce County Superior Court does not have jurisdiction over such as suit, then suit may be filed in any other appropriate court in Pierce County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in Pierce County, Washington and waives an objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

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

[Signature page follows]

Date:	_		
CITY OF LAKEWOOD			 
	_		
John J. Caulfield, City Manager			
ATTEST:			
Briana Schumacher, City Clerk	_		
APPROVED AS TO FORM:			
Heidi Ann Wachter, City Attorney	_		

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

above written.



landscape architects & planners 2701 First Avenue | Suite 510 | Seattle, WA 98121 t | 206.583.0620 | w | jabrennan.com

# **EXHIBIT A**

# Scope of Work:

# Edgewater Park Renovation- Master Plan Update and Phasing

# **Prepared For:**

Stacey Reding, Capital Projects Coordinator City of Lakewood Parks and Recreation Department 6000 Main Street SW Lakewood, WA 98499

# I. Project Description:

This scope of work includes the following:

- 1. Review Master plan design for Edgewater Park
- 2. Prepare and update new graphics to support master plan design.
- 3. Exhibit A Scope of work
- 4. Exhibit B –Design fee matrix

# **II. Consultant Team Roles**

# A. PRIME CONSULTANT:

A. J.A. Brennan Associates, PLLC (JAB) | Landscape architects and planners: Project management and lead for all project elements, including production of the final tech memo.

#### **B. SUB-CONSULTANTS:**

- Reid Middleton | Civil Engineering and Coastal Engineering
- GeoEngineers | Geotechnical/Environmental
- Beyler Consulting, LLC | Survey
- Heath & Associates | Traffic under a separate contract

# III. Master Plan Design:

#### A. PRIME CONSULTANT:

- JAB will review the previously developed park program and master plan for the project site. JAB will prepare graphics and cost estimates that will support the City of Lakewood Parks and Recreation Department (Parks) to seek grant funding for implementation in the future. RCO Grant work is not included in this scope of work.
- 2. This project will recommend improvements to Edgewater Park, the only public boat launch on Lake Steilacoom. The boat launch at this site is steep, with little to no adjacent parking. The 1-acre linear park is relatively undeveloped. The City worked with neighborhood groups to develop a master site plan for park improvements. Improvements will include passive site amenities, pedestrian pathways, landscaping, and a dock near the boat launch to support boating and fishing.
- 3. The complete project area is approximately 4 acres, including roadway ROW, adjacent properties, park area and lake shoreline.
- 4. Roadway improvements are anticipated for Edgewater Dr. SW, Sacramento St. SW, and Foster St. SW as part of the master plan design work. A traffic study is being prepared by Heath & Associates under a separate scope. Reid Middleton will lead the roadway and drainage improvements and coordinate closely with Lakewood Public Works.
- 5. The vision for the property is to identify upgrades for family and community use and improve healthy living and tourism opportunities for the community. Parks will lead public outreach and stakeholder involvement with extensive support from JAB. The JAB team will support graphics, cost estimating, and phasing and will not attend public meetings or stakeholder meetings as part of this scope. It is assumed that the public outreach completed in the previous Master Plan design phase prepared by others will be revisited to support the updated Master Plan.
- 6. The prepared master plan design includes the following:
  - a. Conversion of Edgewater Drive to City of Lakewood traffic standards, which may include one-way traffic flow between Foster St. SW and Sacramento
  - b. Street parking enhancement Pull off parking improvements on Foster St. SW, Edgewater Dr.
  - c. Survey updates
  - d. Fishing dock and boardwalk
  - e. Public access improvements
  - f. Riparian buffer and wetland planting and shoreline enhancement
  - g. ADA site circulation improvements
  - h. Boat launch improvements
  - i. Accessible Sani-can with enclosure
  - j. Storm drainage improvements
  - k. Enhancement of open space lawn
  - I. Interpretive opportunities

- m. Shoreline access and habitat improvements
- n. Site furniture elements
- o. Small-scale community gathering/picnic areas with shelter
- p. Invasive plant species control
- g. Pocket beach

# Task A – Administration/Coordination

#### 1. Prime Consultant:

A. Administration tasks include meeting coordination, scheduling, and contract administration of costs and expenses.

## **Deliverables:**

Monthly invoices

# Task B – Site Inventory, Analysis, and Data Collection

## 1. Prime Consultant:

- A. This task will include limited environmental documentation, code review, and site inventory described below and in the fee spreadsheet.
- B. Work will include visiting the site to assess existing site conditions and meeting with the Client.
- C. Existing site data and city codes will be reviewed for landscape requirements, and an existing conditions base plan will be prepared using Survey and GIS data layers provided by the Client. GIS data layers will be provided in a .dwg AutoCAD format. Beylor Consulting will perform the Survey and update current data gaps in the existing Survey.

#### **Deliverables:**

As identified in the fee matrix

#### 2. Task B Subconsultant Roles:

## A. GeoEngineers – Geotechnical /Environmental

- Complete a review of publicly accessible natural resources data, such as wetland and water body maps, shoreline master program designation, and presence and/or distribution of sensitive plants and animals.
- 2. Review the prior Master Plan and associated documentation developed for the site and other relevant reports or data provided by the City of Lakewood (City).
- 3. Review City critical areas regulations and Shoreline Master Program requirements.
- 4. Complete a site visit to identify regulated critical areas occurring on or adjacent to the site, shoreline and aquatic habitat conditions. Tasks will include delineating the ordinary high-water mark (OHWM) and wetlands, if present.
- 5. Prepare a wetland delineation and critical areas summary report documenting the results of our site inventory and analysis; this will include a general discussion of regulatory considerations for the site's development and/or redevelopment.

- 6. Perform a geotechnical desktop study for the site to include a review of geologic maps, readily available subsurface information from our in-house files and public sources, and subsurface data from the City.
- 7. Complete a geologic site reconnaissance to include observations of upland areas and slopes on the bank of the lake. We will specifically evaluate soils in the shallow portions of the lake via probing or hand shovel explorations to determine the nature and consistency of lake sediments.
- 8. Provide our opinion on suitable foundation and retaining wall types and support for on-site structures. We anticipate providing a preliminary evaluation of the following structures:
  - a. Fishing Pier/Boardwalk We will provide a preliminary assessment of foundation options for the structure. We anticipate considering smalldiameter pile foundations (pin-piles), drilled shaft foundations for upland connections, and cast-in-place or pre-cast spread foundations.
  - b. Float Dock Guide Piles We will provide a preliminary assessment of the depth or embedment for larger diameter piles (12-inch) to resist lateral loads from the floating dock. We will also provide our preliminary opinion on whether these piles can be installed with a vibratory hammer or if impact driving will be required.
  - c. Boat Ramp We will provide a preliminary assessment of subgrade conditions at the proposed boat ramp and evaluate if excavation and replacement of the subgrade are required to support a new ramp.
  - d. Lake Bank Retaining Walls and Slopes We will provide our opinion on suitable structure setbacks and slopes from the bank of the lake. We will also provide our opinion on the suitability of small (less than 4') retaining structures
  - e. Upland Retaining Walls and Slopes We will provide our opinion on slopes and the suitability of typical WSDOT retaining wall types for use within the right-of-way.
- 9. Summarize the results of our evaluation in a preliminary design memorandum to the team.

## B. Reid Middleton – Civil Engineering /Coastal Engineering:

- 1. Site visit (1), meeting (1), and field measurements Conduct a site visit and on-site meeting with the City to review existing conditions, observe operations, and determine site constraints related to civil and coastal design.
- 2. Civil review of available record drawings and existing utilities. Perform a desktop study for the site to include a review of available record drawings and as-built information, GIS data, and information provided by the City.
- 3. Property/ROW assessment coordination and support Review City documentation of right of way and easements
- 4. Site Visit Summary Memo Provide a written summary of site constraints and field observations related to roadway, utilities, and coastal design.

# C. Beyler Consulting—Survey

1. Beylor will perform a topographic survey on Pierce County's vertical datum. This Survey includes collecting data on the following features:

- a. Elevation data sufficient to plot elevation contours at 1-foot intervals
- b. Locate any private roads and easements on the subject parcel
- c. Locate structures and exterior fences on the subject parcel
- d. Locate ordinary high-water mark and wetland boundary of Lake Steilacoom as determined by wetland biologist
- e. The City will coordinate and cover this cost
- f. Locate trees over 4" DBH and edge of shrub/vegetation cover lines
- g. Locate surface visible on-site utilities and underground utilities as identified by a private utility locating service. Beylor will provide all communication and coordination with the utility locate service.
- h. Prepare a topographic survey map.
- i. PLS review, stamp and signature
- j. A survey will be provided in AutoCAD.

# Task C – Design Meetings and Coordination

## 1. Prime Consultant:

- a. Provide coordination with the Client as outlined in Exhibit B.
- b. Design review meetings will be held at key points in the design process as refinements occur and graphics are prepared to support the previous draft master plan design and final master plan design. This task includes coordination meetings with Public Works.

# c. Public Outreach and Council Meetings

- 1) JAB will only provide graphics for any public outreach or council meetings that Park staff will lead.
- 2) JAB will not attend any public outreach or council meetings.

# **Deliverables:**

See the fee matrix for meetings and deliverables.

# 2. Task C Subconsultant Roles:

## A. GeoEngineers – Geotechnical /Environmental

- 1. Attend design meetings at key points in the design process, including:
- 2. Kick-off meeting and/or Kick-off site visit
- 3. Team meetings (assume two)
- 4. Client design meetings (assume two)
- 5. Attend up to two meetings with JAB and the City of Lakewood Public Works to discuss upland roadways and retaining wall options.

# B. Reid Middleton – Civil Engineering /Coastal Engineering:

- Reid Middleton will review the current master plan and relevant information, including drawings, permit documents, code requirements, and reports. Reid Middleton will attend the following meetings.
- 2. Kick-off meeting (with a site visit)
- 3. Stakeholder/Public Work meetings (up to four meetings three virtual and one inperson)
- 4. Team meetings (up to four, virtual)

- 5. Client design meetings (Up to two meetings virtual) (two-hours/meeting)
- C. Beyler Survey
  - Not in this task

# Task D – Park Use Program Refinement and Definition

## 1. Prime Consultant:

B. This task will review the current master plan program and look for any gaps or additions that may be desired. A preliminary list of refined program items may be prepared for review and coordination with Parks. A program matrix will be prepared that identifies amenities and facilities with associated parking.

#### Deliverables Task D

As identified in the fee matrix

## 2. Task D Subconsultant Roles:

- A. GeoEngineers Geotechnical /Environmental
  - Not in this task
- B. Reid Middleton Civil Engineering/Coastal Engineering:
  - Not in this task
- C. Beyler Survey
  - Not in this task

# Task E – Alternative Development

#### 1. Prime Consultant:

- A. Develop up to 3 alternatives for review by Parks, decision-makers, and the public. The alternative concepts will be spatial studies in diagrammatic bubble form to keep the discussion focused on the big picture. The alternatives will be developed to include the park use program items identified with Parks and stakeholders.
- B. Each alternative will develop two sections to illustrate the concept. A brief written description will accompany each alternative.

## **Deliverables Task E**

As identified in the fee matrix

#### 2. Task E Subconsultant Roles:

# A. GeoEngineers – Geotechnical /Environmental

1. Assist with regulatory considerations for up to three alternative plans.

- 2. Provide our opinion on suitable foundation types and support for on-site structures. We anticipate providing a preliminary evaluation of the following structures:
- 3. Fishing Pier/Boardwalk We will provide a preliminary assessment of foundation options for the structure. We anticipate considering small-diameter pile foundations (pin-piles), drilled shaft foundations for upland connections, and cast-in-place or precast spread foundations.
- 4. Float Dock Guide Piles We will provide a preliminary assessment of the depth or embedment for larger diameter piles (12-inch) to resist lateral loads from the floating dock. We will also provide our preliminary opinion on whether these piles can be installed with a vibratory hammer or if impact driving will be required.
- 5. Boat Ramp We will provide a preliminary assessment of subgrade conditions at the proposed boat ramp and evaluate if excavation and replacement of the subgrade are required to support a new ramp.
- 6. Summarize the results of our evaluation in a preliminary design memorandum to the

# B. Reid Middleton – Civil Engineering/Coastal Engineering:

- 1. Reid Middleton will develop three alternative plans with the technical memos for the following items.
  - a. New roadway Improvements
  - b. Drainage system improvements
  - c. New boat-launch facility with a floating dock
  - d. Small fishing dock and boardwalk
  - e. Shoreline grading and protection

# C. Beyler – Survey

Not in this task

# Task F - Draft Master Plan Update Design

## 1. Prime Consultant:

- A. JAB will refine the DRAFT Master based on new information from our analysis and refined program assessment with Parks. The master plan refinement will be used to as a tool to advance implementation of the project, build advocacy, and develop area takeoffs for cost-estimating purposes. The draft preferred master plan design will be based on City and community input, the project goals, assumptions, and expectations determined through discussion with Parks.
- B. The draft preferred master plan design will be presented to the public by Parks to give the public a final opportunity to provide input. Parks will provide the input received to JAB to incorporate into the final preferred master plan design.
- C. Develop draft site sections to illustrate the design intent and character of the refined master plan.
- D. Prepare up to 2 draft illustrative perspective sketches.

- E. The draft preferred master plan design may be presented to the City Council for approval and adoption. Parks will make this presentation. If Parks requests JAB to attend a Council meeting, extra services will be required. This scope excludes any support with Council presentations.
- a. A preliminary square-footage level cost estimate will be provided for the draft preferred master plan.

#### Deliverables Task F

• As identified in the fee matrix

## 2. Task F Subconsultant Roles:

# A. GeoEngineers – Geotechnical /Environmental

- 1. Assist JAB with regulatory considerations for the preferred option
- 2. Develop permitting cost estimate and schedule for the preferred option
- 3. Review or provide input to construction costs.

# B. Reid Middleton – Civil Engineering/Coastal Engineering:

- 1. Reid Middleton will provide all necessary information with JAB to develop the draft master graphic (30" x 40") and detailed area plans. Reid Middleton will also develop the following detailed sections and preliminary design of the drainage approach.
  - a. New Roadway Improvements
  - b. New boat launch facility
  - c. New fishing pier and boardwalk
  - d. Cost estimating support for roadway improvements, boat launch, site walls, and pier/boardwalk

# C. Beyler – Survey

Not in this task

## Task G –Final Master Plan Update Design

# 1. Prime Consultant:

- A. The final preferred master plan design will refine the draft master plan design. Parks will guide the final development with one additional revision to finalize the preferred master plan design.
- B. Develop final site sections to illustrate the design intent and character.
- C. Prepare up to 2 illustrative perspective sketches (revisions to draft sketches above)
- D. A preliminary square-footage level cost estimate will be provided for the final preferred master plan.

#### Deliverables Task G

As identified in the fee matrix

## 2. Task G - Subconsultant Roles:

# A. GeoEngineers – Geotechnical /Environmental

- 1. Respond to City comments on the draft submittal and assist with the preparation of the final document
- 2. Review or provide input to construction costs.

# B. Reid Middleton – Civil Engineering/Coastal Engineering:

- 1. Reid Middleton will update all information and submittal items provided for Task F, addressing all review comments from the key stakeholders.
- 2. Cost estimating support for roadway improvements, boat launch, site walls, and pier/boardwalk.

# C. Beyler – Survey

Not in this task

#### Task H – PHASING & IMPLEMENTATION

#### 1. Prime Consultant:

- A. JAB will create a general implementation strategy/phasing program for the preferred elements that identifies priorities for improvements and a general timeline for implementation. Our team will also provide a list of potential grants for review with City staff.
- B. The phasing and implementation strategy for the park master plan will be summarized in a draft and final memo.
- C. Phasing costs will be developed using the final Master Plan Capital Cost. The costs will be allocated into specific phasing components to illustrate the potential Rough Order of Magnitude (ROM) costs for phased park development and to guide funding.

## **Deliverables Task H**

As identified in the fee matrix

# 2. Task H Subconsultant Roles:

## A. GeoEngineers – Geotechnical /Environmental

Not in this task

# B. Reid Middleton – Civil Engineering/Coastal Engineering

Limited support to provide input to phasing plan.

# C. Beyler – Survey

#### Not in this task

## Task I - PERMIT SUPPORT

## 1. Prime Consultant:

- A. This task includes providing limited review and coordination with the City Development Services Department and local and federal environmental agencies to define permit requirements the park improvements will require. A brief memo will summarize permit requirements and guide the development implementation strategy.
- B. A site visit with permit agencies anticipated during the draft Master Plan design process will be included to inform the permit review agencies about the project site and to receive input to refine design strategies.

#### **Deliverables Task I**

As identified in the fee matrix

#### 2. Task I Subconsultant Role:

# A. GeoEngineers - Geotechnical / Environmental

- 1. Assess permit requirements of the preferred plan and impacts on project feasibility
- 2. Assess the permit timeline anticipated for the preferred plan
- 3. Participate in a site walk with regulatory agencies to discuss permit requirements of the preferred plan
- 4. Develop an environmental permitting memo for the preferred plan

# B. Reid Middleton - Civil Engineering/Coastal Engineering

- 1. Reid Middleton will provide technical support, providing important design information for the permit feasibility and requirements.
- 2. Reid Middleton will visit the site to answer technical questions during the agency site walk.

# C. Beyler – Survey

Not in this task

# **SCOPE ASSUMPTIONS**

# 1. General/J.A. Brennan Assumptions

- a. This scope of work includes survey updates to support the design process. Site surveys may be combined with GIS and record drawings provided by the City. The hours for existing conditions mapping will be limited to those in the fee schedule. If less than adequate mapping is available from the Client, extra services may be required to develop an existing conditions map that will satisfy the master plan.
- b. Archaeological investigation is not included in this scope of work.
- c. Coordination with outside agencies and approval is not included.

- d. Public involvement and outreach will be by Parks. JAB has been requested to assume there will be no public or stakeholder outreach in their design contract for this master plan design.
- e. Architectural design work is limited to the concept of a picnic shelter design. No other structures are anticipated in the master plan design. Picnic shelter architectural concept design and the program will be based on footprint and sections from prefabricated products. A picnic shelter product will be selected during design.
- f. A formal restroom facility is not anticipated, although a Sani-can with enclosure is called for in the draft master plan.
- g. JAB does not provide contaminated soil remediation services. No contaminated soil is anticipated on-site.
- h. The City will provide coordinated, consolidated review comments at each submittal. The City review period will take no longer than two weeks.
- i. The City of Lakewood does not have a standard title block; JAB will provide the title block size: 24 x 36 or 22 x 34. We will use JAB Cad standards.
- j. Arborist services are not anticipated as part of this scope of work.
- k. This contract does not include a stormwater pollution prevention plan (SWPPP).
- I. Period of Performance: JAB will begin services upon receipt of a signed agreement and make every reasonable effort to promptly complete the services, considering the project's needs. Services are expected to occur over approximately six to 12 months.

# 2. Geoengineers: Geotechnical / Environmental Scope Assumptions

- a. Formal wetland delineation is included.
- b. If available, lake hydrology and seasonal water level data will be provided to GeoEngineers.
- c. Meetings and technical support provided to JAB during Master Plan development are estimated on a time-and-materials basis using GeoEngineers' standard schedule of charges. They are reflected in the fee estimate provided to JAB.
- d. No soil borings will be completed as part of this study.
- e. All geotechnical recommendations are preliminary and not for final design.

# 3. Reid Middleton: Civil Engineering / Coastal Engineering Scope Assumptions

- a. Development of JARPA drawings is excluded
- b. There are four stakeholder meetings (three virtual and one in-person). Each meeting takes two hours.
- c. There are four client design meetings (three virtual and one in-person). Each meeting takes two hours.

# 4. Beyler: Survey Scope Assumptions

- a. Beyler Consulting, LLC reserves the right to stop all work on any project with an unpaid balance 45 days past the due date of an invoice.
- b. The scope of these services does NOT include any engineering support. Should this become necessary, or you would like our support on these services, we can provide them under an additional services agreement.

- c. Construction administration, survey construction staking, and as-built preparation are not included in this proposal. If these become necessary, an additional services agreement to provide these requirements can be provided.
- d. This contract does not include the resolution of boundary conflicts by occupation or deed construction that may be identified during the course of this Survey.
- e. Identifying the location of vegetation, trees, utilities, or any easements that may benefit or burden the subject parcel is not included within the scope of work for this contract unless stated under specific tasks.
- f. Tasks cover work up to the initial permit submittal only. Due to the unknown complexity of issues arising from the permitting process, agency revisions cannot be anticipated. We will review comments, coordinate with you, and respond to agency redline comments under separate tasks.
- g. Jurisdiction/Agency/Permit fees are not included in the fees of this contract and are to be paid by the Client directly. Beyler Consulting is not responsible for the progress of the jurisdictional review should the Client decide not to pay the required Agency review fees.
- h. Beyler Consulting cannot guarantee permits, and this proposal should not be construed as a guarantee of a permit.

Citv	of Lakewood	EXHIB	IT B														
•			ee Matrix														
	ENNAN ASSOCIATES, PLLC ater Park Master Plan Update and Phasing	September	8, 2023												<u>J.</u>	a. brenn	iates PLLC
	DESCRIPTION	JB	TW	DC SS	SMS	SY/VS	Total	Total	Total	Total	Total	Subconsultant	Subconsultant	Subconsultant	Total	Markup	Grand
ITEM		PM	Sr PLA	Sr PLA Designer	Designer	Admin	JAB	J.A. Brennan	J.A. Brennan	J.A. Brennan	J.A. Brennan	Geoengineers	Reid Middleton	Beyler		J.A. Brennan	Total
												Geotech/environm		•		J. C. Breiman	Total
Rate		\$225.00	\$181.00	\$171.00 \$111.00	\$111.00	\$125.00	Hours	Labor	Expenses	Labor/Exp	w/ Markup	ental	Civil/Coastal	Survey	Subconsultant		
	Administration / Coordination  ob set-up	1		2		2	5	\$817.00	\$20.00	\$837.00	\$837.00				\$0.00	\$0.00	\$837.0
2	Progress reports	3		5		6	14	\$2,280.00	\$20.00	\$2,300.00	\$2,300.00				\$0.00	\$0.00	<del> </del>
3	Prepare invoices Scheduling	3		5		8	16	\$2,530.00 \$963.00	\$20.00 \$20.00	\$2,550.00 \$983.00	\$2,550.00 \$983.00				\$0.00 \$0.00	\$0.00 \$0.00	<b>†</b>
	Total Control	9	0	15 0	0	16	40	\$6,590.00	\$80.00	\$6,670.00	\$6,670.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Site Inventory, Analysis and Data Collection Prepare base map & sheet set up - AutoCAD	າ		2	10		15	\$2,073.00	\$40.00	\$2,113.00	\$2,113.00				\$0.00	\$0.00	\$2,113.
	Data review, reports, plans, code	2		4	3		9	\$1,467.00	\$20.00	\$1,487.00	\$1,487.00				\$0.00	\$0.00	\$1,487.
	Netland delineaton and shoreline review, OHW (Geoengineers)  Netland/ critical area summary memo (Geoengineers) -	1		3	1		5	\$849.00 \$1,074.00	\$20.00 \$20.00	\$869.00 \$1,094.00	\$1,167.72 \$1,875.33	\$2,987.24 \$7,813.26			\$2,987.24 \$7,813.26	\$298.72 \$781.33	\$4,154. \$9,688.
	Environmental Analysis & Review of data (Geoengineers)	1		2	1		4	\$678.00	\$20.00	\$698.00	\$923.14	\$2,251.44			\$2,251.44	\$225.14	\$3,174.
	Site survey updates - OHW/ Wetland Boundary/ Utilities w/ underground locate/ 1' topo and spot elevations - (verify what is already complete)  Geotechnical desktop NRCS review and site shovel investigation include steep slope investigation and wall assessment - Park/Foster/ Edgwater Dr/ Sacramento	1		2	3		6	\$900.00 \$678.00	\$20.00 \$20.00	\$920.00 \$698.00	\$1,480.00 \$1,034.02	\$3,360.20		\$5,600.00	\$5,600.00 \$3,360.20	\$560.00 \$336.02	\$7,080. \$4,394.
	Utility Assessment	1		2	1		3	\$567.00	\$20.00	\$587.00	\$1,034.02	\$3,300.20	\$880.00		\$880.00	\$88.00	\$4,394.
	Property/ DEED/ Easement ROW assessment coordination and support (review City work)	2		4			6	\$1,134.00	\$20.00	\$1,154.00	\$1,331.20		\$1,772.00		\$1,772.00	\$177.20	\$3,103.
	Prepare Issues and Opportunities Plan Site visit (up to 1) (associated with meetings)	3		6	4		11	\$1,629.00 \$2,145.00	\$160.00 \$300.00	\$1,789.00 \$2,445.00	\$1,789.00 \$2,799.30		\$3,543.00		\$0.00 \$3,543.00	\$0.00 \$354.30	\$1,789. \$6,342.
12	Site Analysis Tech memo 1 page (Geotech report/ Civil and coastal summary )	20		4	5		11	\$1,689.00	\$60.00	\$1,749.00	\$2,810.32	\$8,448.20	\$2,165.00	AE COS SC	\$10,613.20	\$1,061.32	\$13,423.
С	Total Design Meetings and Coordination	20	0	38 0	35	0	93	\$14,883.00	\$720.00	\$15,603.00	\$19,485.03	\$24,860.34	\$8,360.00	\$5,600.00	\$38,820.34	\$3,882.03	\$58,305.
1	Kick off meeting/ review of master plan program Design meeting and Site Visit	6		6	4		16	\$2,820.00	\$300.00	\$3,120.00	\$3,634.56	\$557.56	\$4,588.00		\$5,145.56	\$514.56	\$8,780.
	Public Works roadway focused meetings (up to 1 in person and 3 virtual meetings)  Feam Meetings (up to 4 virtual)	3		4	4		17 11	\$2,937.00 \$1,803.00	\$120.00 \$60.00	\$3,057.00 \$1,863.00	\$3,516.66 \$2,218.16	\$752.60 \$557.56	\$3,844.00 \$2,994.00		\$4,596.60 \$3,551.56	\$459.66 \$355.16	\$8,113. \$5,769.
	Client Design Meetings (up to 4), 3 (1 hour virtual meetings) 1 in person	8		10	6		24	\$4,176.00	\$200.00	\$4,376.00	\$4,644.26	\$557.56	\$2,125.00	_	\$2,682.56	\$268.26	
D	Total Park Use Program Refinement and Definition	22	0	28 0	18	0	68	\$11,736.00	\$680.00	\$12,416.00	\$14,013.63	\$2,425.28	\$13,551.00	\$0.00	\$15,976.28	\$1,597.63	\$29,989.
1	Review existing policy and documents	2		3	2		7	\$1,185.00	\$20.00	\$1,205.00	\$1,205.00				\$0.00	\$0.00	<del>                                     </del>
	Review Current program - refine and list potential program elements Review Vision and Goals	1		4	2		8	\$1,356.00 \$678.00	\$20.00 \$20.00	\$1,376.00 \$698.00	\$1,376.00 \$698.00				\$0.00 \$0.00	\$0.00 \$0.00	\$1,376. \$698.
	Prepare up to 3 page program matrix with parking counts	2		4	2		8	\$1,356.00	\$20.00	\$1,376.00	\$1,376.00				\$0.00	\$0.00	\$1,376.
F	Total Alternative Development	7	0	13 0	7	0	27	\$4,575.00	\$80.00	\$4,655.00	\$4,655.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,655.
	Sheet setup	1		2	4		7	\$1,011.00	\$20.00	\$1,031.00	\$1,031.00				\$0.00	\$0.00	\$1,031.0
	Prepare 3 alternative plans (diagrammatic plans) Prepare up to 6 sections (2 per alternative)	4		6	12		22	\$3,258.00 \$3,375.00	\$100.00 \$200.00	\$3,358.00 \$3,575.00	\$6,109.50 \$3,575.00		\$27,515.00		\$27,515.00 \$0.00	\$2,751.50 \$0.00	\$33,624.5 \$3,575.0
	Prepare up to 2 page tech memo (speaking points)	2		4	4		10	\$1,578.00	\$20.00	\$1,598.00	\$1,681.63	\$836.34			\$836.34	\$83.63	\$2,517.9
F	Total Draft Master Plan Update Design	10	0	20 0	32	0	62	\$9,222.00	\$340.00	\$9,562.00	\$12,397.13	\$836.34	\$27,515.00	\$0.00	\$28,351.34	\$2,835.13	\$40,748.
-	Sheet setup	1		1	4		6	\$840.00	\$20.00	\$860.00	\$860.00				\$0.00	\$0.00	\$860.
2	Prepare and refine draft master plan illustrative graphic (1 sheet 30 x40) Prepare up to 3 landscape arch. sections (study sections for costs)	8		10	16		34	\$5,286.00 \$2,295.00	\$160.00 \$200.00	\$5,446.00 \$2,495.00	\$5,771.10 \$2,495.00		\$3,251.00		\$3,251.00 \$0.00	\$325.10 \$0.00	\$9,022. \$2,495.
4	Prepare Up to 2 detail area plans	4		6	18		28	\$3,924.00	\$160.00	\$4,084.00	\$4,367.20		\$2,832.00		\$2,832.00	\$283.20	\$7,199.2
	Up to 2 perspective sketches  New Roadway section (Reid Middleton) coordinate with Public Works	1		2	32		34	\$3,894.00 \$900.00	\$160.00 \$20.00	\$4,054.00 \$920.00	\$4,054.00 \$1,128.20		\$2,082.00		\$0.00 \$2,082.00	\$0.00 \$208.20	\$4,054.0 \$3,210.2
	New Boat Launch Section (Reid Middleton)	3		1	3		7	\$1,179.00	\$20.00	\$1,199.00	\$1,558.20		\$3,592.00		\$3,592.00	\$359.20	\$5,150.2
	New Boardwalk/ fishing pier section (Reid Middleton)  New Pocket Beach & Shoreline Grading Sections (Reid Middleton)	2		1	2		5	\$843.00 \$1,179.00	\$20.00 \$20.00	\$863.00 \$1,199.00	\$1,250.70 \$1,586.70		\$3,877.00 \$3,877.00		\$3,877.00 \$3,877.00	\$387.70 \$387.70	\$5,127.7 \$5,463.7
	Preliminary drainage approach	1		2	3		6	\$900.00	\$20.00	\$920.00	\$1,485.80		\$5,658.00		\$5,658.00	\$565.80	\$7,143.8
	Oraft Cost estimate (overall plan) Site visit to ground truth plan	2		8	16		26	\$3,594.00 \$1,584.00	\$20.00 \$200.00	\$3,614.00 \$1,784.00	\$3,954.00 \$1,784.00	\$400.00	\$3,000.00		\$3,400.00 \$0.00	\$340.00 \$0.00	\$7,354.0 \$1,784.0
	Prepare draft master plan design description memo (2 pages)	1		4		1	6	\$1,384.00	\$200.00	\$1,054.00	\$1,784.00	\$1,393.90			\$1,393.90	\$139.39	\$1,784.0
G	Fotal Final Master Plan Update Design & Memo	32	0	45 0	112	1	190	\$27,452.00	\$1,040.00	\$28,492.00	\$31,488.29	\$1,793.90	\$28,169.00	\$0.00	\$29,962.90	\$2,996.29	\$61,451.
	Prepare final master plan illustrative graphic ( 1 sheet 30 x40)	2		4	16		22	\$2,910.00	\$100.00	\$3,010.00	\$3,165.00		\$1,550.00		\$1,550.00	\$155.00	\$4,715.
	Revise up to 2 detail area plans Revise Up to 3 landscape arch. Sections (revise 2) 1 new	3		3	12		19	\$2,691.00 \$1,740.00	\$120.00 \$200.00	\$2,811.00 \$1,940.00	\$2,952.60 \$1,940.00		\$1,416.00		\$1,416.00 \$0.00	\$141.60 \$0.00	\$4,368. \$1,940.
4	Jp to 2 perspective sketches			2	8		10	\$1,230.00	\$160.00	\$1,390.00	\$1,390.00				\$0.00	\$0.00	\$1,940. \$1,390.
	Revise New Roadway section (Reid Middleton?) Revise New Boat Launch Section (Reid Middleton?)	1		2	1		4	\$678.00 \$678.00	\$20.00 \$20.00	\$698.00 \$698.00	\$802.10 \$868.10		\$1,041.00 \$1,701.00		\$1,041.00 \$1,701.00	\$104.10 \$170.10	\$1,843. \$2,569.
	Revise New Boardwalk/ fishing pier section (Reid Middleton?)	1		2	1		4	\$678.00	\$20.00	\$698.00	\$868.10		\$1,701.00		\$1,701.00	\$170.10	\$2,569.
	Revise New Pocket Beach & Shoreline Grading sections (Reid Middleton) Revise Preliminary drainage approach	1		2	1		4	\$678.00 \$678.00	\$20.00 \$30.00	\$698.00 \$708.00	\$832.70 \$827.30		\$1,347.00 \$1,193.00		\$1,347.00 \$1,193.00	\$134.70 \$119.30	\$2,179. \$2,020.
	Revise Preliminary drainage approach Revise Cost Estimate - for master plan	2		6	8		16	\$678.00	\$30.00		\$827.30	\$400.00	\$1,193.00		\$1,193.00	\$119.30	\$2,020. \$5,034.
11	Prepare final master plan design description memo (2 pages - team input)  Total	1 15	0	2	56	2	5 104	\$817.00 \$15,142.00	\$30.00 \$750.00		\$1,126.63 \$17,406.53	\$836.34 \$1,236.34	\$1,960.00 \$13,909.00	\$0.00	\$2,796.34 \$15,145.34	\$279.63 <b>\$1,514.53</b>	
Н	Phasing & Implementation	15	0	31 0	56	2	104	\$15,14Z.UU	\$750.00	\$15,892.00	\$17,406.53	\$1,236.34	\$15,909.00	-\$0.00	<b>⊋15,145.34</b>	\$1,514.53	\$32,551.
	Phased cost estimate	3		4	12		19	\$2,691.00	\$20.00	\$2,711.00	\$2,711.00		¢000.00		\$0.00	\$0.00	1
	Preliminary phasing plan graphic (bubble on master plan) 6 zones  Phasing strategy recommendations memo (3 pages)	2		4	3		14	\$2,022.00 \$1,467.00	\$120.00 \$20.00	1	\$2,222.00 \$1,487.00		\$800.00		\$800.00 \$0.00	\$80.00 \$0.00	<b>†</b>
,	Fotal	7	0	12 0	23	0	42	\$6,180.00	\$160.00	\$6,340.00	\$6,420.00	\$0.00	\$800.00	\$0.00	\$800.00	\$80.00	\$7,220
	Permit Support Assess Permit requirements and impacts to project feasibility	1		2			3	\$567.00	\$20.00	\$587.00	\$913.46	\$1,918.60	\$1,346.00		\$3,264.60	\$326.46	\$4,178.
2	Environmental Permit Memo	2		3		1	6	\$1,088.00	\$20.00	\$1,108.00	\$1,572.84	\$2,904.40	\$1,744.00		\$4,648.40	\$464.84	\$6,221.
	Assess permit timeline Agency Site walk	1		4			2	\$396.00 \$684.00	\$20.00 \$200.00	\$416.00 \$884.00	\$471.76 \$1,125.93	\$557.56 \$851.34	\$1,568.00		\$557.56 \$2,419.34	\$55.76 \$241.93	\$1,029.3 \$3,545.2
	Total	4	0	10 0	0	1	15	\$2,735.00	\$260.00		\$4,083.99	\$6,231.90	\$4,658.00	\$0.00	\$10,889.90	\$1,088.99	\$14,973.8
	total	126	1	212 0	283	20	_	\$98,515.00	A	Ac ==	\$116,619.61	4	\$96,962.00	A=	A455	\$13,994.61	Ac

**TYPE OF ACTION:** 

**TITLE:** Accepting the Edward Byrne Memorial

Justice Assistance Grant, in the amount of

**DATE ACTION IS** 

**REQUESTED:** 

September 18, 2023 \$45,000 for technological advance crime detection, response and pr			_	ORDINANCE			
			_	RESOLUTION			
REVIEW:	ATTACHMENTS:		X	MOTION NO. 2023-87			
				OTHER			
SUBMITTED BY: Lieu	tenant Peter Johnson						
Justice Assistance Gra	It is recommended that the City Co ant, in the amount of \$45,000 for vid developing a real time crime center	eo hardware, d	camera	s and crime analyst			
Department of Justice grant is to provide ass	year, the Lakewood Police Departme e Edward Byrne Memorial Assistance sistance in procuring necessary equi serve the community where we ma ese needed tools.	e Grant (JAG) I pment or prog	Prograr grams t	m. The purpose of this hat allow the police			
department through department to better large multi-screen dis ongoing emergent sit into place for monitor and the Community. vast amounts of data demanding needs of	ey is going to be used to enhance the various methods. We intend to build equip the emergency operations calculated that allows for a myriad of set usuations. Along with that, improving ing those situations remotely to include the set of the produced these days. Sentinel Visual intelligence analysts, law enforcements of the set	d a video wall enter and the taps to enhance movable cam rease safety for grade that allowalizer works by ent, investigate	system raining e our ak nera sys r the E0 ws us t v empo ors, rese	that will allow the center by offering a cellity to monitor tems that can be put OC, First Responders o better interpret the wering the earchers, and			
	us to continue bettering our service is that our residents deserve from th						
ALTERNATIVE(S): No	ne.						
FISCAL IMPACT: This	year, the allocation is \$45,000.						
<u>Lieutenant Peter John</u> Prepared by		The Kraus anager Review					
Chief Patrick Smith							
Department Director							

DATE ACTION IS REQUESTED:	<b>TITLE:</b> Motion to incr		TYPE	OF ACTION:				
September 18, 2023	Program	23 Спір зеаі		ORDINANCE				
			_	RESOLUTION				
REVIEW:	ATTACHMENTS: None.		X	MOTION NO. 2023-8				
September 18, 2023	NOTIC.			OTHER				
<b>SUBMITTED BY:</b> PEngineer.	Paul A. Bucich, P.E., Pub	lic Works Enginee	ring D	Pirector/City				
increase contract a	<b>DN:</b> Public Works Engi authorization in the am Program, City Project I	ount of \$21,544.32	for the	e construction of				
<b>DISCUSSION:</b> Motion 2023-38, approved by Council April 3, 2023, authorized a contract award in the amount of \$366,273.50 plus 5% contincency (18,313.68) for the 2023 Chip Seal Program. The final cost to complete the project has been determined and is above the authorized contract plus 5% amount. The increase is mainly due to an increase in repairing pavement deficiencies uncovered during construction.								
	even percent continger prization of \$406,131.50.	icy from five perce	nt will	l result in a project				
	There is no alternative or payment of work co	'	e the	requested project				
	The increase in costs duning the 302.0005 project f			•				
Tim Motoh		The Kra	us					
Prepared by		City Manager Re	view					
Paul A. Bucich, P.E								
Department Direct	tor							

TITLE: Appointing Amelia

Escobedo to serve on the

Landmarks and Heritage

**TYPE OF ACTION:** 

**ORDINANCE** 

**DATE ACTION IS** 

**REQUESTED:** 

September 18, 2023	•	Advisory Board through December 31, 2026.		RESOLUTION					
REVIEW:	ATTACHMEN	TS:	<u>X</u>	MOTION NO. 2023-89					
	Candidate ap	plication		OTHER					
<b>SUBMITTED BY:</b> Briana S	chumacher, City	Clerk on behalf	of May	or Whalen.					
<b>RECOMMENDATION:</b> It is appointment of Amelia Es Board through December	scobedo to serve	9							
<b>DISCUSSION:</b> Notices and outreach to seek volunteers to fill vacancies on the Landmarks and Heritage Advisory Board were sent to neighborhood associations, civic groups, community organizations, The News Tribune and The Suburban Times. In addition, articles were distributed through the City's Weekly Informational Bulletins and notices were posted on the City's website.									
<b>ALTERNATIVE(S):</b> The Cothis position.	ouncil could choc	se not to confirn	n the a	appointment for					
FISCAL IMPACT: There is	s no fiscal impact	t.							
Briana Schumacher, City Prepared by	Clerk	City Manager R							
Heidi Ann Wachter, City A Department Director	<u>sttorney</u>								



#### CITY OF LAKEWOOD

6000 Main Street SW Lakewood, WA 98499

#### APPLICATION FOR APPOINTMENT

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

I wish to be considered for appointment to the following committee, board or commission: [ ] Arts Commission [ ] Parks and Recreation Advisory Board [ ] Planning Commission [ ] Community Services Advisory Board [ ] Lakewood's Promise Advisory Board [ ] Public Safety Advisory Committee [ ] Landmarks and Heritage Advisory Board [ ] Salary Commission [ ] Lodging Tax Advisory Committee (Members of this committee must be representative of an agency involved in tourism promotion.) **EXPECTATIONS:** Adhere to City of Lakewood's Code of Ethics and regular attendance at meetings is required. PLEASE RETURN THIS FORM TO: City of Lakewood - City Clerk's Office 6000 Main Street SW Lakewood, WA 98499 (253) 983-7705 Fax: (253) 589-3774 Email: bschumacher@cityoflakewood.us (Please Print) Home Address: City: State: Zip: Home Phone Number: E-mail: Present Employer: Address: Work Phone: Cell:

#### LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:

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

Are you involved in activities authorized to be funded by revenues received from lodging tax? Yes

Commissions? Yes

No

Commissions and the dates that you served:

Date available for appointment:	
Are you available to attend evening meetings? Yes No	
Are you available to attend daytime meetings? Yes No	
Recommended by: 29th District Rep Conway	
Education:	
Professional and/or community activities:	
Please share some of the experiences or qualifications that you committee or commission:	a have relating to the work of this board,
Please explain why you would like to be part of this board, co	mmittee or commission:
I hereby certify that this application and any other materials are process contains no willful misrepresentation and that the inforbest of my knowledge.	
Signature:  Signature:	Date:

Have you previously served or are you currently on one of the Lakewood's Boards, Committees or

If yes, please explain (include names of Boards, Committees or

## **REQUEST FOR COUNCIL ACTION**

DATE ACTION IS REQUESTED:	<b>TITLE:</b> RCO Authorizing Resolution to apply for grant in support of	TYPE OF ACTION:
September 18, 2023		_ ORDINANCE NO.
parks maintenance.	X RESOLUTION 2023-09	
REVIEW:	ATTACHMENTS: RCO Authorizing Resolution	MOTION NO.
September 18, 2023		OTHER

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

**<u>RECOMMENDATION</u>**: It is recommended that Council approve the RCO authorizing resolution so the City can apply for a grant to do deferred maintenance at Harry Todd Park.

<u>DISCUSSION</u>: The Washington State Legislature provided one-time funding in the operating budget to help local parks departments maintain their working facilities to meet the needs of their residents. This program will focus on helping communities in need address maintenance backlogs for key local parks facilities and capital improvements. Grants of up to \$100,000 can be used for repair of current infrastructure due to deferred maintenance. Funds cannot be used to replace facilities or structures.

Staff considered a variety of options and determined that a number of deferred maintenance items at Harry Todd Park would be able to be done within the grant window by a contractor and would be competitive due to the location and demographics of the area. We can apply for multiple items at one site. Improvements would include sealcoating and striping of the Harry Todd parking lot, restriping the basketball court, grading and leveling the gravel parking lot area and adding wood chips to the playground area. The main cost will go towards the parking lot. The parking lot hasn't been sealed for over 10 years and other areas have been damaged due to vehicle drifting (doing donuts) and vandalism.

**<u>ALTERNATIVE(S)</u>**: Council could choose to not approve the resolution, however, without the authorizing resolution the City would not be able to apply for any RCO grant program.

**FISCAL IMPACT:** The grant amount won't exceed \$100,000. There is not city match required for this grant.

Mary Dodsworth	Tho Kraus	
Prepared by	City Manager Review	
Department Director		

#### RESOLUTION NO. 2023-09

A RESOLUTION of the City Council of the City of Lakewood, Washington, authorizing the City Manager to seek grant funding assistance managed through the Washington State Recreation and Conservation Office for Lakewood Parks Maintenance Project 23-1746.

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Projects listed above.

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

Section 1. Our organization has applied for or intends to apply for funding assistance managed by the Washington State Recreation and Conservation Office for the above "Project".

Section 2. John J. Caulfield, City Manager is authorized to act as a representative/agent for our organization with full authority to execute the following documents binding our organization on the above projects: (1) approve submission of grant application, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) designate a project contact and (5) to administer the day-to-day management of the grant..

Section 3. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

Section 4. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

Section 5. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

Section 6. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

Section 7. Our organization acknowledges that the grant will only be used for maintenance of local park property owned by our organization.

Section 8. This Resolution is deemed to be part of the formal grant application to the Office.

Section 9. Our organization warrants and certifies that this Resolution was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

Section 10. That this Resolution shall be in full force and effect upon passage and signatures hereon.

### PASSED by the City Council this $18^{th}$ day of September, 2023.

	CITY OF LAKEWOOD	
Attest:	Jason Whalen, Mayor	
Briana Schumacher, City Clerk		
Approved as to Form:		
Heidi Ann Wachter City Attorney		



# Local Parks Maintenance Program Applicant Authorization and Electronic Signature

Organization Name (sponsor)
Resolution No. or Document Name
Project Number and Name

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS grant assistance is requested by our organization to aid in financing the cost of the Project referenced above;

#### NOW, THEREFORE, BE IT RESOLVED that:

- 1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project."
- 2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Routing Order	Name of Signatory <u>and</u> Title of Person Authorized to Sign	Email Address
Grant application (submission thereof)			
Project contact (day-to-day administering of the grant and communicating with the RCO)			
Agreement/amendment approver <sup>1</sup>			
Agreement/amendment approver			
Agreement/amendment approver			
Agreement/amendment approver			
RCO Grant Agreement signer <sup>2</sup>			
Agreement amendments signer <sup>2</sup>			

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide updated documentation of authorized signers, if needed.

- 3. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
- 4. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
- 5. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
- 6. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
- 7. Our organization acknowledges that the grant will only be used for maintenance of local park property owned by our organization.
- 8. This resolution/authorization is deemed to be part of the formal grant application to the Office.
- 9. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises, and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed	
Title	
On File at:	
This Applicant Resolution/Authorization was adopted by o held:	our organization during the meeting
Location:	Date:

You may reproduce the above language in your own format; however, text may not change.

<sup>&</sup>lt;sup>1</sup> **Agreement/Amendment Approver:** refers to an individual or several individuals who review and approve the electronic document and contacts RCO if corrections are needed. The approver does not sign the document. You may add more than one approver but please designate the order for routing purposes.

<sup>&</sup>lt;sup>2</sup> **RCO Grant Agreement/Agreement Amendments Signer:** refers to the individual who must officially sign the document with an electronic signature and may be required to enter data such as title, date, agency name, etc. into fields. The signer of Agreements may differ from the individual who is delegated to sign Amendment documents, but we can only accept one signature per document.



PLANNING COMMISSION
MEETING MINUTES
June 21, 2023
Hybrid In-Person/Virtual Meeting via ZOOM
6000 Main Street SW, Lakewood, WA

#### Call to Order

Mr. Don Daniels, Chair, called the hybrid ZOOM meeting to order at 6:31 p.m.

#### Roll Call

<u>Planning Commission Members Present:</u> Don Daniels, Chair; Phillip Combs, Paul Wagemann, Brian Parsons, and Robert Estrada

Planning Commission Members Excused: Ryan Pearson, Vice-Chair

Commission Members Absent: Linn Larsen

Staff Present: Tiffany Speir, Long Range & Strategic Planning Manager; and Karen Devereaux,

Administrative Assistant

Council Liaison: Councilmember Paul Bocchi (not present)

#### **Approval of Minutes**

The minutes of the meeting held on June 7, 2023 was approved as written by voice vote M/S/C Combs/Parsons. The motion carried unanimously, 5-0.

Agenda Updates None.

#### **Public Comments**

No members of the public were in attendance and no one online raised their hand to make comment.

Public Hearings None.

Unfinished Business None.

#### **New Business**

#### Review of Updated 24CPPR Requirements per 2023 State Legislative Session

Ms. Tiffany Speir explained that the commissioners have been discussing anticipated issues that would be part of the 2024 Lakewood Comprehensive Plan Periodic Review (24CPPR). However, in the 2023 State Legislative Session, several bills were passed changing the 24 CPPR requirements, particularly related to housing and climate change and resiliency:

- E2SHB 1110 (Housing Unit Density);
- EHB 1337 (Accessory Dwelling Unit Requirements); and
- E2SHB 1181 (Climate Change and Resiliency).

Ms. Speir reviewed the 8 Lakewood Centers of Municipal Importance then went into explanation of the changes of the three state bills and the effects the new element requirements would impose in specific zones throughout the City. Discussions ensued and commissioner's questions were answered.

Ms. Speir noted that commissioners would continue work on the 24CPPR through the second quarter of 2024 with the following schedule:

Planning Commission Formal Review starts May 1, 2024 Action on June 26 City Council Formal Review starts July 1, 2024 Action on July 22

#### Report from Council Liaison

None.

#### **Reports from Commission Members and Staff**

During Tuesday evening's City Council meeting, Mr. Terry Wright, Lakewood Racquet Club, shared that the club is open to non-members for a small fee of \$5.00 per game of junior tennis or senior pickle ball.

Ms. Speir reviewed the upcoming meetings schedule with commissioners:

July 5: Meeting cancelled due to 4<sup>th</sup> of July Holiday observances

July 19: Overview of 24CPPR Items (Subarea Plan Reviews)

August: No meetings during the month of August

September 6: Continue 24 CPPR Updates

The Next Regular Meeting would be held as a hybrid in-person/ZOOM meeting on Wednesday, September 6, 2023.

Meeting Adjourned at 7:30 p.m.

Don Daniels, Chair

Planning Commission 09/06/2023

Karen Devereaux, Recording Secretary

Planning Commission 09/06/2023



#### COMMUNITY SERVICES ADVISORY BOARD Regular Meeting Wednesday, June 21, 2023 at 5:30 p.m. In-person and via Zoom

#### CALL TO ORDER

Edith Owen-Wallace called the meeting to order at 5:30 p.m.

#### ATTENDANCE VIA ZOOM

Denise Nicole' Franklin

#### ATTENDANCE IN-PERSON

Board Members Present: Edith Owen-Wallace, Kyle Franklin, Laurie Maus and Darrin Lowry and Shelby Taylor

#### MEMBERS ABSENT

Michael Lacadie

CITY COUNCIL LIAISON: Mike Brandstetter (Not Present)

STAFF MEMBERS PRESENT: Shannon Bennett

#### MINUTES

May 17, 2023 meeting minutes were unanimously approved.

#### PUBLIC COMMENT

There was no one present who wished to comment.

#### **NEW BUSINESS**

#### Service Provider Presentations

Lisa Watts Banks and Marcos Sauri presented important information about Lakewood's CHOICE purpose, programs and accomplishments and fielded questions from members. Announced their future need for funding for summer camp and Springbrook Block Party.

Kerri Pedrick presented important information about Communities in Schools Lakewood purpose, programs and accomplishments and fielded questions from members. Invited members to attend August 3<sup>rd</sup> Leaders of Change presentation at Clover Park High School.

#### Human Services Funding Priorities Discussion

Members requested data presented during presentations be provided. Members preliminarily discussed focusing on how human services dollars can be focused on housing and combining efforts with other housing providers to create a larger impact.

#### **ADJOURNMENT**

There being no other business, Owen-Wallace adjourned the meeting at 6:27 p.m.

Prepared by:

Date: 07/12/2023

Shannon Bennett

Edith Owen-Wallace, Chair

Date



#### COMMUNITY SERVICES ADVISORY BOARD Regular Meeting Wednesday, July 19, 2023 at 5:30 p.m. In-person and via Zoom

#### CALL TO ORDER

Edith Owen-Wallace called the meeting to order at 5:42 p.m.

#### ATTENDANCE VIA ZOOM

#### ATTENDANCE IN-PERSON

Board Members Present: Edith Owen-Wallace, Laurie Maus and Michael Lacadie

#### **MEMBERS ABSENT**

Darrin Lowry, Kyle Franklin, Denice Nicole' Franklin and Shelby Taylor

CITY COUNCIL LIAISON: Mike Brandstetter

STAFF MEMBERS PRESENT: Shannon Bennett

#### MINUTES

June 20 meeting minutes were not approved due to not having a quorum.

#### PUBLIC COMMENT

There was no one present who wished to comment.

#### **NEW BUSINESS**

#### Service Provider Presentations

Carolyn Weyrick and Brenda Gasper presented important information about Lindquist Dental's, programs and accomplishments and fielded questions from members.

Due to technical difficulties the OASIS Youth Center presentation was rescheduled to the September meeting.

#### **ADJOURNMENT**

There being no other business, Owen-Wallace adjourned the meeting at 6:32 p.m.

Prepared by: Date: 08/10/2023

Shannon Bennett

Edith Owen-Wallace, Chair

Date