



CITY COUNCIL

ANDY RYDER

Mayor

MALCOLM MILLER

Deputy Mayor

LENNY GREENSTEIN

MICHAEL STEADMAN

CAROLYN COX

ED KUNKEL

ROBIN VAZQUEZ

CITY MANAGER

SCOTT SPENCE

LACEY CITY COUNCIL AGENDA

MARCH 3, 2022

6:00 P.M.

REMOTE ATTENDANCE

The Lacey City Council meeting will be conducted remotely. You may view the Council meeting by watching live using one of following platforms: [Live Meetings](#), [YouTube](#), [Facebook](#), Thurston Community Media, Channel 3 with your local cable provider, or Zoom:

https://us02web.zoom.us/webinar/register/WN_9izLQPIGQwGMEyswoGVxUQ.

The public may listen to the meeting via telephone by dialing toll-free: **(888) 788-0099** or **(877) 853-5247** - when prompted enter Webinar ID **869 3755 1051**

CALL TO ORDER:

1. PLEDGE OF ALLEGIANCE
2. APPROVAL OF AGENDA & CONSENT AGENDA ITEMS*
 - A. [Council Worksession minutes of February 10, 2022](#)
 - B. [Council Meeting minutes of February 17, 2022](#)
 - C. [A motion to approve payment of claims, wages, and transfers for February 11, 2022, through February 24, 2022](#)

**Items listed under the consent agenda are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

3. PUBLIC RECOGNITIONS AND PRESENTATIONS:
4. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA**

VERBAL PUBLIC COMMENT

Persons wishing to provide verbal public comment on items NOT on the agenda must preregister to speak at https://us02web.zoom.us/webinar/register/WN_9izLQPIGQwGMEyswoGVxUQ. Instructions and access details will be provided once registration is complete. Registration for verbal public comment closes at 4:00 p.m. on March 3, 2022.

WRITTEN PUBLIC COMMENT

Public comments may also be submitted by email to publiccomment@ci.lacey.wa.us. Written comments will be provided to the City Council electronically prior to the meeting. Comments will not be addressed during the Council meeting; however, comments received will be added to the official record. The commenting period will close at 4:00 p.m. on March 3, 2022

5. PUBLIC HEARING:

*****HOW TO TESTIFY AT THE PUBLIC HEARING**

Persons wishing to provide verbal testimony on the Crossroads Development Agreement Amendment must preregister to speak at https://us02web.zoom.us/webinar/register/WN_9izLQPIGQwGMEyswoGVxUQ. Instructions and access details will be provided once registration is complete. Registration for verbal public comments closes at 4:00 p.m. on March 3, 2022.

*****WRITTEN TESTIMONY**

Persons wishing to provide written testimony may send their comments to Lacey City Council, 420 College Street SE, Lacey, WA 98503 or by email to sseymour@ci.lacey.wa.us. If your comment is received before the hearing is closed, it will become part of the public record.

A. [Crossroads Development Agreement Amendment](#) (Samra Seymour)

6. PROCLAMATIONS:

7. REFERRAL FROM PLANNING COMMISSION:

8. REFERRAL FROM HEARINGS EXAMINER:

9. RESOLUTIONS:

10. ORDINANCES:

A. [Ordinance No. 1616 - 2021 Encumbrance Carryover Budget Amendment](#) (Troy Woo)

11. MAYOR'S REPORT:

12. CITY MANAGER'S REPORT:

A. [Greg Cuoio Park Phase 1A Design Award](#) (Ashley Smith)

13. STANDING GENERAL COMMITTEE:

- A. [Finance & Economic Development Committee](#) (01.25.2022)
- B. [General Government & Public Safety Commission](#) (01.25.2022)
- C. [Land Use & Environment Committee](#) (01.25.2022)
- D. [Transportation Committee](#) (02.01.2022)
- E. [Community Relations and Public Affairs Committee](#) (02.07.2022)
- F. [Utilities Committee](#) (02.07.2022)

14. OTHER BUSINESS:

15. BOARDS, COMMISSIONS AND COMMITTEE REPORTS:

A. Mayor Andy Ryder:

- 1. Mayors' Forum
- 2. Thurston Chamber Shared Legislative Committee
- 3. Transportation Policy Board (TPB)

B. Deputy Mayor Malcolm Miller:

- 1. Economic Development Council (CDC)
- 2. Lodging Tax Advisory Committee (LTAC)
- 3. Thurston County Coalition Against Trafficking (TCCAT)
- 4. Thurston Thrives

- C. Councilmember Carolyn Cox:
 - 1. Climate Action Steering Committee
 - 2. LOTT Clean Water Alliance
 - 3. Regional Housing Council
- D. Councilmember Lenny Greenstein:
 - 1. Emergency Medical Services (EMS)
 - 2. TCOMM911
- E. Councilmember Michael Steadman:
 - 1. Community Action Council
 - 2. Nisqually River Council
 - 3. Thurston County Law & Justice Council
- F. Councilmember Ed Kunkel:
 - 1. Joint Animal Services Commission (JASCOM)
 - 2. Lacey South Sound Chamber
 - 3. Olympia-Lacey-Tumwater Visitor & Convention Bureau (VCB)
 - 4. Solid Waste Advisory Committee (SWAC)
- G. Councilmember Robin Vazquez
 - 1. Intercity Transit Authority
 - 2. Olympic Region Clean Air Agency (ORCAA)
 - 3. Thurston Regional Planning Council (TRPC)

16. ADJOURN TO WORKSESSION:

- A. LOTT's Proposed Affordable Housing Support Program (*Mike Strub, LOTT Executive Director; Matt Kennelly, LOTT Assistant Executive Director*)

MINUTES OF THE JOINT WORKSESSION
LACEY CITY COUNCIL
AND
LACEY BOARD OF PARK COMMISSIONERS
THURSDAY, FEBRUARY 10, 2022
6:00 P.M. – 7:44 P.M.
REMOTE ONLY

To hear the full discussion of a specific topic, or the complete meeting, watch the recorded meeting available on YouTube – <https://youtu.be/CAGiGv01Wpc>

COUNCIL PRESENT: MAYOR RYDER, DEPUTY MAYOR MILLER, COUNCILMEMBERS COX GREENSTEIN, STEADMAN, KUNKEL, VAZQUEZ

COMMISSIONERS

PRESENT: ARAM WHEELER (CHAIR), SARAH DANIELS, TROY KIRBY, WENDY GOODWIN, KAMBER GOOD, DAVE WEBER

COMMISSIONERS

EXCUSED: GARY LARSON

STAFF PRESENT: S. SPENCE, R. ALMADA, J. BURBIDGE, S. KELLEY-FONG, D. SCHNEIDER, R. WALK, S. FALASH, A. SMITH, E. FONTAINE

ACTION: APPROVE WORKSESSION AGENDA

MOTION: MOTION MADE, SECONDED AND CARRIED BY COUNCILMEMBERS GREENSTEIN AND KUNKEL

PROPOSED REAL ESTATE PURCHASE FOR FUTURE POLICE STATION

PRESENTERS: RICK WALK, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
ASHLEY SMITH, CAPITAL PROJECTS ENGINEER
BR. NICOLAUS, SAINT MARTIN'S ABBEY
ANDREW MOYER, SAINT MARTIN'S ABBEY

ACTION: APPROVE THE RFQ SOLICITATION PROCESS FOR SCHEMATIC DESIGN OF THE FUTURE POLICE STATION AS PROPOSED

MOTION: MOTION MADE, SECONDED AND CARRIED BY COUNCILMEMBERS STEADMAN AND VAZQUEZ

Staff presented on the proposed real estate purchase for the future City of Lacey Police Station.

The current site is almost forty (40) years old and is inadequate for current and future Police needs. A Space Needs Analysis was completed in 2019, followed by a Facility Master Plan in 2020.

Staff highlighted that a possible renovation of the existing facility was explored and found to not be a preferred option due to a number of obstacles.

Proceeding with a new Police Facility provides the following advantages:

- Lesser cost
- Improved functionality
- Requires only two stories
- Frees up limited parking and City Hall space
- No disruption of services during construction

The parameters of a Memorandum of Understanding for the potential purchase of property from Saint Martin's Abbey was presented to Council. The proposed property is nearly twelve acres established at the adjacent property north of City Hall, located off of College Street SE and 3rd Avenue SE.

Council and staff discussed ballot measures and timelines necessary to move forward with the project. Council expressed desire in seeing the measure on the ballot as soon as possible.

Staff advised that an approval to proceed with solicitation relating to schematic design was needed to proceed with next steps. It was confirmed a contract would be presented to Council for approval at a future meeting.

JOINT WORKSESSION – BOARD OF PARK COMMISSIONERS

PRESENTERS: JEN BURBIDGE, PARKS, CULTURE AND RECREATION DIRECTOR

SUE FALASH, RECREATION MANAGER

JEFF BOWE, OLYMPIA & BEYOND

ANNETTE PITTS, OLYMPIA & BEYOND

ACTION: APPROVE THE PARK BOARD OF COMMISSIONERS 2022 WORK PLAN

MOTION: MOTION MADE, SECONDED AND CARRIED BY COUNCILMEMBERS COX
AND DEPUTY MAYOR MILLER

Staff presented on the following accomplishments and highlights.

2021 Highlights:

- 3rd of July Event
- Lighted parade and holiday tree lighting event
- Contact list for parks monthly newsletter grew by 2000, up to 5000 participants

2021 Accomplishments:

- The Lacey Parks, Culture & Recreation Public Engagement Plan
- Greg Cuoio & Surrounding Park Properties Master Plan
- Woodland Creek Community Park Disc Golf Expansion
- 20-year Financial Plan (2020-2039)

2022 Work Plan

- Community Outreach
- Parks Comprehensive Plan – Moving from acquisition to development
- RAC Parking Lot Cameras Project
- RAC Parking Lot Conversion
- RAC Phase 3
- Woodland Creek Food Forest
- Greg Cuoio Park & Greenways Master Plan

A presentation on the Regional Athletic Complex economic impact was also provided by Olympia & Beyond. Details were discussed for the following topics:

- 2021 Tourism Investments
- 2021 Tourism Output
- Destination Marketing
- Sports Tourism Marketing

GENESIS HOUSE PROJECT

STAFF: SHANNON KELLEY-FONG, ASSISTANT CITY MANAGER

ACTION: INFORMATION ONLY

Shannon Kelley-Fong, Assistant City Manager, presented an update on the Genesis House Project.

The Genesis House Project will provide housing options for four unaccompanied, female young adults, aged 18 to 25 years old, obtaining their high school diplomas or GED equivalency at a time.

The City will provide a total of \$260,000 in support of the Genesis House Project, including:

- \$150,000 to Homes First to purchase and/or renovate a single-family home to support the Genesis House Project.
- \$110,000 to Community Action Council to support a half-time case worker to monitor and support individuals living at the Genesis House Project.

The City anticipated funding this project in the 2022 Budget. Any on-going case management costs will be requested in the 2023 Budget.

Council expressed support for including language pertaining to an individual's transition beyond the project.



**MINUTES OF A REGULAR MEETING OF THE
LACEY CITY COUNCIL
THURSDAY, FEBRUARY 17, 2022,
REMOTE ATTENDANCE**

To hear Council's full discussion of a specific topic, or the complete meeting, watch the video-stream available on YouTube – <https://youtu.be/dQ0-99zEAKE>

CALL TO ORDER

Mayor Ryder called the meeting to order at 6:00 p.m.

1. PLEDGE OF ALLEGIANCE

Mayor Ryder led the Pledge of Allegiance.

Council Present:

Mayor Andy Ryder
Deputy Mayor Malcolm Miller
Councilmember Carolyn Cox
Councilmember Lenny Greenstein
Councilmember Michael Steadman
Councilmember Ed Kunkel
Councilmember Robin Vazquez

Staff Present:

Scott Spence, City Manager
Robert Almada, Chief of Police
Jen Burbidge, Parks, Culture & Recreation Director
Scott Egger, Public Works Director
Mary Ann Hardie, Human Resources Director
Shannon Kelley-Fong, Assistant City Manager
Dave Schneider, City Attorney
Rick Walk, Community & Economic Development Director
Troy Woo, Finance Director
Ryan Andrews, Planning Manager
Ashley Smith, Capital Project Engineer
Peri Edmonds, City Clerk

2. APPROVAL OF AGENDA AND CONSENT AGENDA

Mayor Ryder requested amending the agenda as follows:

- 1) Defer the Boards, Commissions and Committee reports to the next City Council meeting; and
- 2) Add a discussion about proclamations to the Mayor's Report.

Consent Agenda Items:

- A. Council Worksession minutes of January 27, 2022.
- B. Council Meeting minutes of February 3, 2022.
- C. A motion to approve payment of claims, wages and transfers for January 27, 2022, through February 10, 2022.

COUNCILMEMBER GREENSTEIN MOVED TO APPROVE THE AMENDED AGENDA AND CONSENT AGENDA. COUNCILMEMBER STEADMAN SECONDED. MOTION CARRIED.

3. PUBLIC RECOGNITIONS AND PRESENTATIONS

- A. **Lacey Youth Council Report:** Alanis Blackburn, Lacey Youth Councilmember, was unable to attend the Council meeting.

4. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

Verbal Public Comments: The deadline to pre-register to speak was 4:00 p.m. the day of the meeting.

No verbal comments.

Written Public Comments: The deadline to submit written public comments was 4:00 p.m. the day of the meeting. Written comments are not addressed during the meeting; however, they are added to the official record.

One written public comment was received and made part of the meeting record.

5. PUBLIC HEARING

6. PROCLAMATIONS

7. REFERRAL FROM PLANNING COMMISSION

- A. **Multi-Family Parking Standards Amendments (LMC 16.72):** Ryan Andrews, Planning Manager, presented Ordinance 1614 to amend the parking standards for multi-family uses in Lacey Municipal Code 16.72.

MAYOR RYDER MOVED TO APPROVE ORDINANCE 1614 AMENDING THE PARKING STANDARDS FOR MULTI-FAMILY USES IN LACEY MUNICIPAL CODE 16.72. DEPUTY MAYOR MILLER SECONDED. MOTION CARRIED.

- B. Electric Vehicle Parking Standards Amendments (LMC 16.73):** Ryan Andrews, Planning Manager, presented Ordinance 1615 to amend the parking standards for electric vehicles in Lacey Municipal Code 16.73.

MAYOR RYDER MOVED TO APPROVE ORDINANCE 1615 AMENDING THE PARKING STANDARDS FOR ELECTRIC VEHICLES IN LACEY MUNICIPAL CODE 16.73. COUNCILMEMBER COX SECONDED. MAYOR RYDER, AND COUNCILMEMBERS COX AND VAZQUEZ VOTED IN FAVOR. DEPUTY MAYOR MILLER, AND COUNCILMEMBERS, GREENSTEIN, KUNKEL, AND STEADMAN VOTED AGAINST. MOTION FAILED.

COUNCILMEMBER STEADMAN MOVED TO ADOPT ORDINANCE 1615 AMENDING PARKING STANDARDS FOR ELECTRIC VEHICLES IN LACEY MUNICIPAL CODE 16.73 WITH AN AMENDMENT TO TABLE 16T-86 TO CHANGE MULTI-FAMILY RESIDENTIAL AND LODGING FROM 10% TO 5%. MAYOR RYDER SECONDED. MAYOR RYDER, DEPUTY MAYOR MILLER, AND COUNCILMEMBERS COX, STEADMAN, AND VAZQUEZ VOTED IN FAVOR. COUNCILMEMBERS GREENSTEIN AND KUNKEL VOTED AGAINST. MOTION CARRIED.

8. REFERRAL FROM HEARINGS EXAMINER

9. RESOLUTIONS

- A. Resolution 1115 – Investment Policy Amendments:** Troy Woo, Finance Director, presented Resolution 1115 relating to amending the May 2020 Investment Policy.

COUNCILMEMBER GREENSTEIN MOVED TO APPROVE RESOLUTION 1115 AMENDING THE MAY 2020 INVESTMENT POLICY. DEPUTY MAYOR MILLER SECONDED. MOTION CARRIED.

Council Direction: Staff was directed to provide updates to the Finance & Economic Development Committee as needed.

10. ORDINANCES

- A. Ordinance 1614 – Multi-Family Parking Standards Amendments:** City Council took action on Ordinance 1614 under Agenda Item 7.A Referral from Planning Commission.

- B. **Ordinance 1615 – Electric Vehicle Parking Standards Amendments:** City Council took action on Ordinance 1615 under Agenda Item 7.B Referral from Planning Commission.

11. MAYOR'S REPORT

- A. **Reappointment of Christ Leicht to the CAR-PFD Board:** Mayor Ryder recommended the reappointment of Chris Leicht, a district-wide appointee, to a fourth term on the CAR-PFD Board of Directors.

MAYOR RYDER MOVED TO APPROVE THE REAPPOINTMENT OF CHRIS LEICHT TO THE CAR-PFD BOARD OF DIRECTORS. COUNCILMEMBER GREENSTEIN SECONDED. MOTION CARRIED.

- B. **Appointment of Alan Baum to the Planning Commission:** Mayor Ryder recommended the appointment of Alan Baum to an unexpired term on the Planning Commission.

MAYOR RYDER MOVED TO APPROVE THE APPOINTMENT OF ALAN BAUM TO THE PLANNING COMMISSION. COUNCILMEMBER COX SECONDED. MOTION CARRIED.

- C. **Requests for Special Proclamation or Recognition:** Mayor Ryder discussed special requests the Mayor's office receives for proclamations or recognitions. He recently received a request for a proclamation for a Lacey resident turning 100 years old. The current policy is not clear.

There was Council consensus to allow the Mayor to make ceremonial proclamations without bringing to the full City Council.

Council Direction: Staff will bring the policy back to the General Government & Public Safety Committee for review to make any changes as necessary.

12. CITY MANAGER'S REPORT

- A. **Contract Award – Arc Flash Hazard Assessment PW 2022-04:** Ashley Smith, Capital Projects Engineer, presented a request to award Lacey Contract PW 2022-04 to P2S, Inc. in the amount of \$483,799.00 for the Arc Flash Hazard Assessment.

COUNCILMEMBER STEADMAN MOVED TO AWARD PW 2022-04 IN THE AMOUNT OF \$483,799.00 FOR ARC FLASH HAZARD ASSESSMENT to P2S, INC. COUNCILMEMBER VAZQUEZ SECONDED. MOTION CARRIED.

13. STANDING COMMITTEES

- A. Finance & Economic Development Committee - **no report**
- B. General Government & Public Safety Committee – **no report**
- C. Land Use Committee – **no report**
- D. Transportation Committee – **no report**

14. OTHER BUSINESS

15. BOARDS, COMMISSIONS AND COMMITTEE REPORTS

- A. Mayor Ryder
 - 1. Mayor's Forum – **no report**
 - 2. Thurston Chamber Shared Legislative Committee – **no report**
 - 3. Transportation Policy Board – **no report**
- B. Deputy Mayor Miller
 - 1. Economic Development Council (EDC) – **no report**
 - 2. Lodging Tax Advisory Committee (LTAC) – **no report**
 - 3. Thurston County Coalition Against Trafficking (TCCAT) – **no report**
 - 4. Thurston Thrives – **no report**
- C. Councilmember Cox
 - 1. Climate Mitigation Steering Committee – **made report**

Councilmember Cox reported the Climate Mitigation Steering Committee adopted a Legislative Agenda, which includes working towards electrification. Councilmember Cox asked Council if they would support a regional letter from the Steering Committee to the State Building Code Council to encourage moving quickly to require commercial buildings to heat buildings and water using electricity, and to not wait for the next code update cycle.

There was Council consensus not to support the letter at this time.

- 2. LOTT Clean Water Alliance – **no report**
 - 3. Regional Housing Council – **no report**
- D. Councilmember Greenstein
 - 1. Emergency Medical Services (EMS) – **no report**
 - 2. TCOMM911 – **no report**
- E. Councilmember Steadman
 - 1. Community Action Council – **no report**
 - 2. Nisqually River Council – **no report**
 - 3. Thurston County Law & Justice – **no report**

- F. Councilmember Kunkel
 - 1. Joint Animal Services Commission (JASCOM) – **no report**
 - 2. Lacey South Sound Chamber – **no report**
 - 3. Olympia-Lacey-Tumwater Visitor & Convention Bureau (VCB) – **no report**
 - 4. Solid Waste Advisory Committee (SWAC) – **no report**
- G. Councilmember Vazquez
 - 1. Intercity Transit – **no report**
 - 2. Olympic Region Clean Air Agency – **no report**
 - 3. Thurston Regional Planning Council – **no report**

Mayor Ryder adjourned to a Worksession at 7:51 p.m. following a 5-minute recess.

16. ADJOURN TO WORKSESSION

- A. **Community Workgroup Homeless Response Plan Update:** Rick Walk, Community & Economic Development Director, and the following members of the Community Workgroup on Homelessness and the Athena Group, provided Council with an update on the Homeless Response Plan.

Community Workgroup on Homelessness

Defrance Clarke
Scott Ellgen
Bob Kagy
Petty Madsen
Paul Perz
Bill Pierpoint
Edwin Pole
Jim Stanton
Madelin White

Athena Group

Meagan Picard
Paul Horton

In July 2020, the City Council appointed 30 Lacey community members to serve on the Workgroup. At this time, there are about 12-14 active members.

Members were asked to explore the experience of people facing homelessness in the community, examine current approaches, discuss issues, gauge community understanding and support for potential goals and strategies, and develop recommendations to Council. They have held fifteen (15) meetings and two (2) virtual open houses.

The Workgroup reported on the following six goals, supported strategies, and potential problems:

Goal 1: Housing & Shelter

Most Supported Strategies: Convert structures; examine zoning/policy barriers; sober housing; micro villages

Problems Addressed: Lack of affordable housing and shelter space drive local homelessness conditions.

Goal 2: Support Services

Most Supported Strategies: LEAD Program; examine service pages

Problems Addressed: Inadequacy of services needs more study; criminal justice system responses can make problems worse

Goal 3: Prevention & Early Intervention

Most Supported Strategies: Mobile Outreach Team; housing assistance

Problems Addressed: Higher system costs when people are unhoused longer-need to intervene when most effective

Goal 4: Coordination

Most Supported Strategies: Staff coordinator position; regional coordination; data standardization

Problems Addressed: Community wants to see progress; City capacity to respond effectively is limited

Goal 5: Information

Most Supported Strategies: Share critical information

Problems Addressed: Residents repeatedly stated need for info, though some concerned about propaganda

Goal 6: Community Impact Mitigation

Most Supported Strategies: Current clean up; bathroom access

Problems Addressed: Residents and businesses upset about trash, human waste, use of businesses' bathrooms

The Workgroup will provide a final recommendation at a future City Council meeting.

Mayor Ryder recommended conducting another community event to receive additional feedback from the community and provide information on what the City and Workgroup have accomplished.

At 9:37 p.m., Mayor Ryder announced a three minute recess.

17. EXECUTIVE SESSION

A. Real Estate Acquisition pursuant to RCW 42.30.110(1)(b):

Mayor Ryder convened to an Executive Session at 9:40 p.m. for 15 minutes to discuss a real estate acquisition pursuant to RCW 42.30.110(1)(b). The Mayor will reconvene at 9:55 p.m.

Mayor Ryder reconvened the regular meeting at 9:55 p.m. No action was taken.

Mayor Ryder adjourned the regular meeting at 9:55 p.m.

18. ADJOURN

Mayor Ryder adjourned the regular Council Meeting at 9:55 p.m.

MAYOR: _____

ATTESTED BY CITY CLERK: _____

DATE APPROVED: _____



LACEY CITY COUNCIL MEETING

March 3, 2022

SUBJECT: Disbursement Approval

RECOMMENDATION: By motion, approve payment of claims, wages, and transfers.

STAFF CONTACT: Troy Woo, Finance Director 

ORIGINATED BY: Troy Woo, Finance Department

BACKGROUND:

The action requested of the City Council is by motion to approve payment of claims, wages and transfers for 2/11/2022 through 2/24/2022. The disbursements consist of the following:

Checks:	<u>Week of</u>	<u>Beg. Check No.</u>	<u>End. Check No.</u>	<u>Amount</u>
	2/11/2022	261927	262063	1,574,467.50
	2/18/2022	262064	262145	1,106,904.91

Electronic Transfers:	<u>Week of</u>	<u>Amount</u>
	2/2/2022	15,274.58
	2/10/2022	3,975.54
	2/11/2022	155,700.32
	2/14/2022	364.98
	2/15/2022	13,787.75
	2/16/2022	326.00
	2/18/2022	236,667.32
	2/22/2022	56.30

Significant Disbursements:

<u>Vendor</u>	<u>Amount</u>	<u>Description</u>
LOTT Wastewater Alliance	\$1,313,735.66	ERU's/ LOTT Reserve Cap Fees
Simmon's&Sons Contract.	\$ 66,673.33	2021 Sidewalk Repair
Thurston Co. Dist. Court	\$ 56,875.00	Violations
Active Construction, Inc.	\$ 551,312.12	Cap City Water/Sewer Ph. 2
Northwest Cascade	\$ 135,675.32	Liftstation 20 Abandonment
NP Lacey Industrial LLC	\$ 320,550.00	Release of Guarantee Check
Puget Sound Energy	\$ 102,003.77	Utilities
Thurston Co. Auditor	\$ 63,910.84	2021 Voter Registration



LACEY CITY COUNCIL MEETING

March 3, 2022

SUBJECT: Lacey Crossroads Development Agreement Amendment for Lot O

RECOMMENDATION: Hold a public hearing to take testimony on the Crossroads Development Agreement Amendment for Lot O

Staff is proposing to authorize the City Manager to enter into the amended development agreement as shown in Attachment 1.

After hearing testimony, the City Council may choose to act on the recommendation by approving, modifying, or denying the recommended actions noted above.

STAFF CONTACT: Scott Spence, City Manager 
Rick Walk, Director of Community & Economic Development
Samra Seymour, Senior Planner

ORIGINATED BY: Community & Economic Development Department

ATTACHMENTS:

1. [Proposed Amendment to Lacey Crossroads Development Agreement](#)
2. [Zoning and market analysis letter](#)
3. [Parking and Circulation assessment](#)
4. [Staff Report for Public Hearing, February 22, 2018](#)
5. [Lacey Crossroads Amended Development Agreement recorded April 13, 2018](#)

FISCAL NOTE: None

PRIOR REVIEW: Public Hearing on first amendment February 22, 2018

BACKGROUND:

History

- 1994 – Property designated as Business Park – shortly thereafter the Corporate Center Binding Site Plan is developed with internal roadways and utility infrastructure.
- 1999 – Council approves comprehensive plan amendment and rezone to redesignate the southeast portion of Corporate Center as Community Commercial (CC). Council simultaneously approves the Fountain Place Master Plan and Development Agreement for this area.
- 2007 – Council approves a request to amend the Fountain Place Master Plan and establish Lacey Crossroads Master Plan and Development Agreement. This amendment included the Lowes Home Improvement store as the anchor tenant. The Crossroads Development Agreement establishes *site specific* permitted uses, site and building design standards. Building permits for the first seven buildings (including Lowes) are issued right before the recession hits in 2008. *No additional development activity occurs within the development until 2016, when two fast-food users located on Lots E and F.*
- 2016 – Council adopts the new Community Office (CO) zoning ordinance, LMC 16.41, which replaces the Business Park zone. (The Business Park zone in this area of the City was the entirety of the Corporate Center Binding Site Plan.) The CO zone increases the flexibility in the uses for the zone, while maintaining an emphasis on office uses, and makes the site development standards consistent with the City's other commercial zones. This new zoning designation doesn't change the entirety of the Crossroads development. However, the lots that were previously identified for 'Business Park Uses' (Lots M, N, O, P) are now permitted the additional flexibility of uses afforded by the Community Office district.
- 2018 – Council approves the first amendment to the Crossroads Development Agreement, which applies to thirteen (13) out of the seventeen (17) lots in the development. (These were the lots owned by the applicant at the time.) This amendment lifted the lot specific use restrictions put in place by the 2007 Development Agreement. Thereafter, all uses allowed in the underlying Community Commercial and Community Office designations were allowed on the respective lots.

City Resolution No. 1057 approving the amendment also authorized the City Manager to enter into identical agreements with the remaining Crossroads property owners, not included in this amendment, i.e. Lots P, Q, N, and M.

Current Proposal

The current amendment proposal seeks to redesignate Lot O (or Lot 4 of BSP050003LA) from the Community Office designation to the Community Commercial designation. No changes are being proposed to the current agreement's building size specifications or the Crossroad Design Guidelines.

The applicant submitted a zoning and market analysis with this request (Exhibit 2). This analysis cites the continued vacancy of Lot O since Crossroads was established in 2007, shifts in the office space market over the last twelve years, strong residential growth in the area, and the increase in telework/work-from-home, as the impetus for seeking the more permissive uses afforded under a Community Commercial designation.

An analysis of parking demand and traffic trips was also submitted (Exhibit 3). This analysis found that the proposed re-designation would represent less than a four (4) percent increase in parking demand, and further noted, that the site is subject to the overall shared parking agreements present throughout the Crossroads Development – with the overflow parking from Lowe's being directly adjacent. The traffic analysis also found that the trip generation could result in an increase of 86 additional PM peak hour trips, depending on the ultimate user(s).

Staff analysis

The fifteen years since the Crossroads Development Agreement was adopted has seen significant changes in both the commercial real estate market and in consumer habits. Coupled with the significant shifts in the retail and office market as a result of the COVID19 pandemic, this has led to an even greater need for flexibility and creativity in ensuring that the Crossroads development will remain viable, while staying consistent with the original vision. The change in designation will not change the design standards or expectations of future development on Lot O.

It should also be noted that many of the types of allowed uses within the Community Office, such as professional offices and professional services including medical offices, are allowed in the Community Commercial District as well.

Staff supports the proposed amendment allowing the re-designation of Lot O to Community Commercial.

Notice

Notice for the hearing was published in The Olympian and mailed to all property owners located within Crossroads at least 10 days prior to the hearing.

Recommendation

Staff recommends approval of the amended Crossroads Development Agreement attached as Exhibit 1.

ADVANTAGES

1. Amending the Crossroads Development Agreement to allow the Community Commercial designation on Lot O will provide opportunity for a wider variety of users which is more reflective of the current commercial market.

DISADVANTAGES

1. None identified.

RETURN ADDRESS

Attn: Heather Burgess

Phillips Burgess PLLC

111 – 21st Avenue SW

Olympia, Washington 98501

Document Title(s)

Fourth Amendment to Lacey Crossroads Development Agreement

Reference Numbers(s) of related documents

4748749 (Second Amendment to DA; 4620740 (2018 Amendment to DA); 3896128
(Original 2007 DA)

Grantor(s) (Last, First and Middle Initial)

AFOURSQUARE LLC, a Washington
Limited Liability Company

Grantee(s) (Last, First and Middle Initial)

City of Lacey

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

LOT 4 OF LACEY CROSSROADS BSP NO. BSP-050003LA

Assessor's Property Tax Parcel/Account Number

5804-00-00400

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**FOURTH AMENDMENT
TO
LACEY CROSSROADS DEVELOPMENT AGREEMENT**

THIS FOURTH AMENDMENT TO THE LACEY CROSSROADS DEVELOPMENT AGREEMENT (the “Fourth Amendment”) is made and entered into this _____ day of _____, 2022, by and between the CITY OF LACEY, a Washington municipal corporation (the “City”), and AFOURSQUARE LLC, a Washington limited liability company (the “Developer”) (collectively, the “Parties”), for the purpose of governing the development, use, and design of the property covered under this Fourth Amendment.

RECITALS

WHEREAS, the City has the authority to enter into this Fourth Amendment pursuant to RCW 36.70B.170 through .210; and

WHEREAS, the City and College Way Commercial Plaza LLC (“College Way”) previously entered into the Lacey Crossroads Development Agreement, recorded January 19, 2007, under Thurston County Auditor’s No. 3896128 (the “2007 Development Agreement”), in order to govern the development, use, and design associated with the rezone and development of property within a portion of the Lacey Corporate Center, otherwise known as Lacey Crossroads; and

WHEREAS, on March 22, 2018, after conducting an earlier public hearing, the City Council adopted Resolution No. 1057 approving an amendment to the 2007 Development Agreement for property owner ECP College Way, LLC (the “2018 Amendment”), which applied only to the lots owned by ECP College Way, LLC, and is recorded at Thurston County Auditor’s No. 4620740; and

WHEREAS, the Developer is the owner of the following property subject to the 2007 Development Agreement and the 2018 Amendment, more particularly described and identified as:

Lot 4 of Lacey Crossroads Binding Site Plan No. BSP-050003LA, as recorded January 26, 2007 under Auditor’s File No. 3897937

Commonly known as: 5323 Tiffani Lane SE
 Lacey, Washington 98503

Tax Parcel No. 5804-00-00400

(“Developer’s Property”), which Developer acquired from ECP College Way, LLC; and

WHEREAS, the 2018 Amendment changed the zoning designation of Developer’s Property to the Community Office zoning district; and

WHEREAS, in light of changes in market conditions, the Developer and the City now wish to further amend the 2007 Development Agreement to change the zoning designation of the Developer's Property from Community Office to Community Commercial; and

WHEREAS, the City finds that allowing uses as authorized within the City's Community Commercial zoning district on Developer's Property is consistent with the purpose and intent of the 2007 Development Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer agree as follows:

1. **Recitals Incorporated by Reference.** The Recitals set forth above are true and correct and incorporated herein by this reference.

2. **Applicability and Scope of Fourth Amendment.** This Fourth Amendment shall apply only to Developer's Property as described above and shall not amend or supersede any terms or conditions of the 2007 Development Agreement as to any other parcel. Except as specifically modified herein, all terms and conditions of the 2007 Development Agreement shall remain in full force and effect, and the building and development regulations, transportation concurrency regulations, impact fees, SEPA regulations and substantive SEPA policies and other laws, statutes, ordinances, or policies governing land development in effect as of the date of the 2007 Development Agreement shall continue to govern the development of Developer's Property, as specified in Sections 7 and 8(a) of the 2007 Development Agreement.

3. **Fourth Amendment**

Paragraph 4 of the 2007 Development Agreement, as stricken and replaced by the Second Amendment, is further revised as follows:

4. **Land Use Zone Designation and Permitted Uses.** Lot 4 of the Lacey Crossroads Binding Site Plan No. BSP-050003LA shall be zoned as Community Commercial District as depicted in amended **Exhibit B-1** attached hereto. Permitted land uses shall be in accordance with the Lacey Municipal Code for the Community Commercial District.

*Exhibit B (Land Use Zone) to the 2007 Development Agreement is hereby amended as attached hereto and incorporated herein as **Amended Exhibit B-1.***

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment the date and year first above written.

CITY OF LACEY

AFOURSQUARE LLC

By: _____
Scott Spence
Its: City Manager

By: _____
Prabakaran Manoharan
Its: Governor

Approved as to form:

By: _____
David S. Schneider, City Attorney

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) ss.
County of Thurston)

I certify that I know or have satisfactory evidence that Scott Spence is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Lacey to be the free and voluntary act of such municipality for the uses and purposes mentioned in the instrument.

DATED: this _____ day of _____, 2022.

Name: _____
Notary Public in and for the State of Washington
Residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
County of Thurston)

I certify that I know or have satisfactory evidence that Prabakaran Manoharan is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Governor of AFOURSQUARE LLC, a Washington limited liability company, to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument.

DATED: this _____ day of _____, 2022.

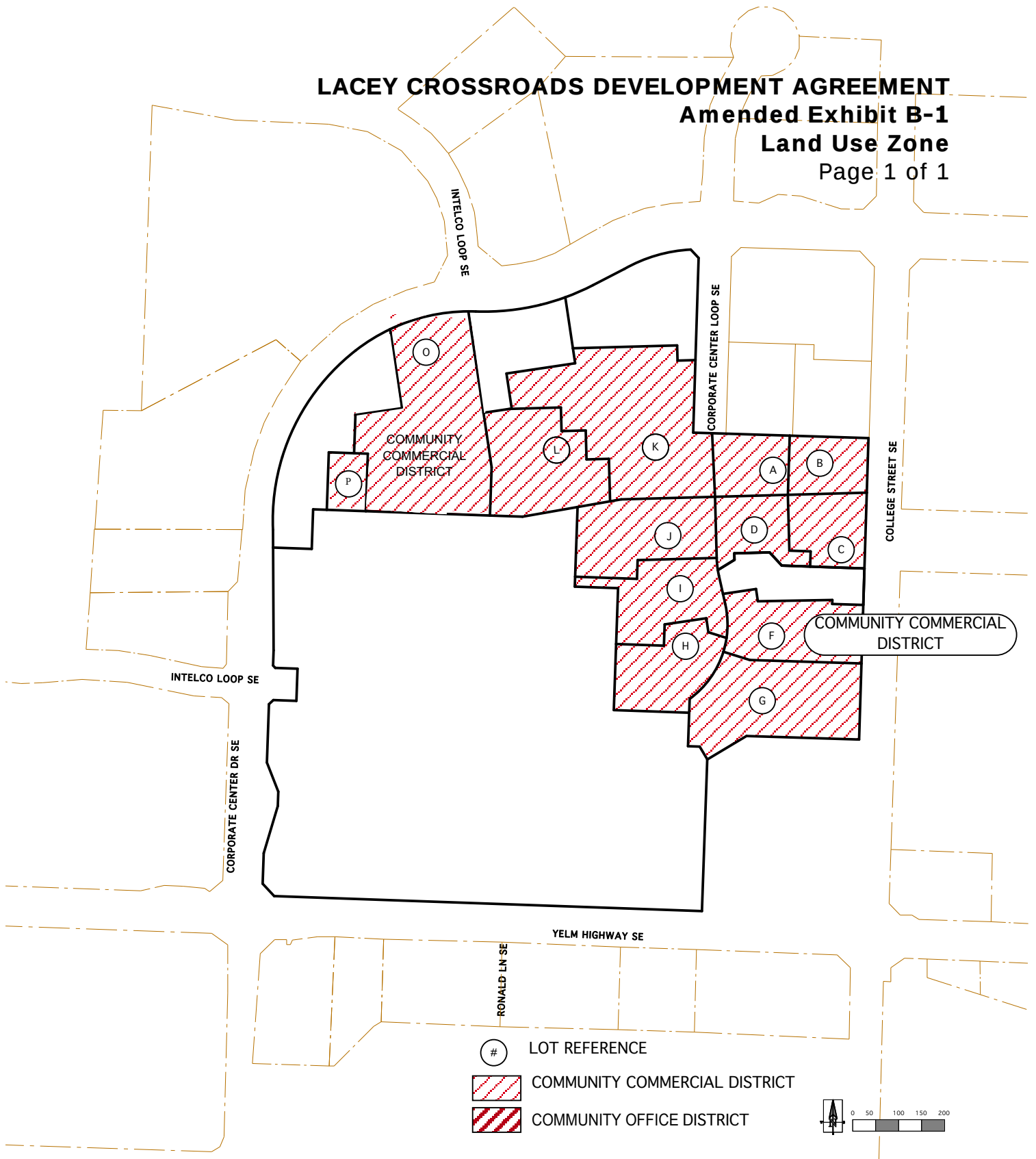
Name: _____
Notary Public in and for the State of Washington
Residing at _____
My appointment expires: _____

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Amended Exhibit B-1

Land Use Zone

Page 1 of 1





December 15, 2021

Concerning
5323 Tiffany Ln Lacey Wa 98503
Pad O in the Lacey Crossroads

To Lacey City Council

The property owner, Prabakar Manoharan, asked for my professional opinion to support his request for a zoning change of the subject property. The purpose of this letter is to share my perspective in that regard.

My name is Mate Hollos and I'm a local real estate professional with over 15 years of experience in the industry. I have been involved with many commercial real estate transactions and subsequent successful developments in the area. I'm also a Lacey resident and I personally live and work close to the crossroads subdivision.

Throughout the years I've observed how slowly the site has developed and I've been in sustained communication with some of the subdivision lot owners. I'm currently involved with the development/sale/lease of three vacant lots within crossroads and the corporate center. Hence I believe I have a long term understanding of the micro market and the needs of the specific area.

Pad O has been vacant ever since the subdivision was created. The previous owners tried to attract tenants/buyers for over 12 years but each potential development effort failed to materialize for various reasons. The recent shift in our market environment, most notably the pandemic driven "*work from home*" transition, sealed the fate of traditional office space.

Pre-pandemic demand was already slower for this specific class of space and we don't believe it will change in the foreseeable future. The one expanding market segment of potential office users prefer to be in a mixed used environment, surrounded by retail and restaurant tenants.

Unfortunately the current Community Office zoning is very limited in the scope of allowable uses versus the Community Commercial zoning that has considerable more flexibility. The latter zoning accommodates a wide range of retail use of a more collaborative ecosystem - e.g. coffee houses, bakeries, restaurants, etc. while still providing fundamental office use.

Please note that Pad O is already sharing a parking lot with multiple buildings that are zoned Community Commercial. By allowing this lot to have the same flexibility of its neighbors, there would be no downside, only upside, for the surrounding businesses.

And I'm sure that you're aware that the strong recent residential growth in South East Lacey demands more retail, food & beverage, and entertainment type businesses to directly serves our community. We believe that the desired zoning change is necessary to assist in the long undeveloped history of this parcel and make this parcel provide beneficial use to our community.

At this point we are not actively marketing the property but we've had conversations with a handful of business owners that expressed interest for leasing space for retail and restaurant use, post buildout which in turn is obviously a function of the zoning.

Our intention is to work closely with the city of Lacey to develop this parcel in a manner that optimizes it's 'fit' within with the surrounding businesses and deliver community value. We appreciate your consideration of this request. Thank You.

A handwritten signature in black ink, appearing to read 'Mate Hollos', with a stylized, cursive script.

Sincerely,
Mate Hollos



MEMORANDUM

TO: Mate Hollos
Hathaway Realty

FROM: Ryan Shea, PTP, Senior Transportation Planner

DATE: November 12, 2021

PROJECT #: Lacey Crossroads Lot O Rezone (SCJ # 21-000910)

SUBJECT: Land Use Change Parking and Circulation Assessment

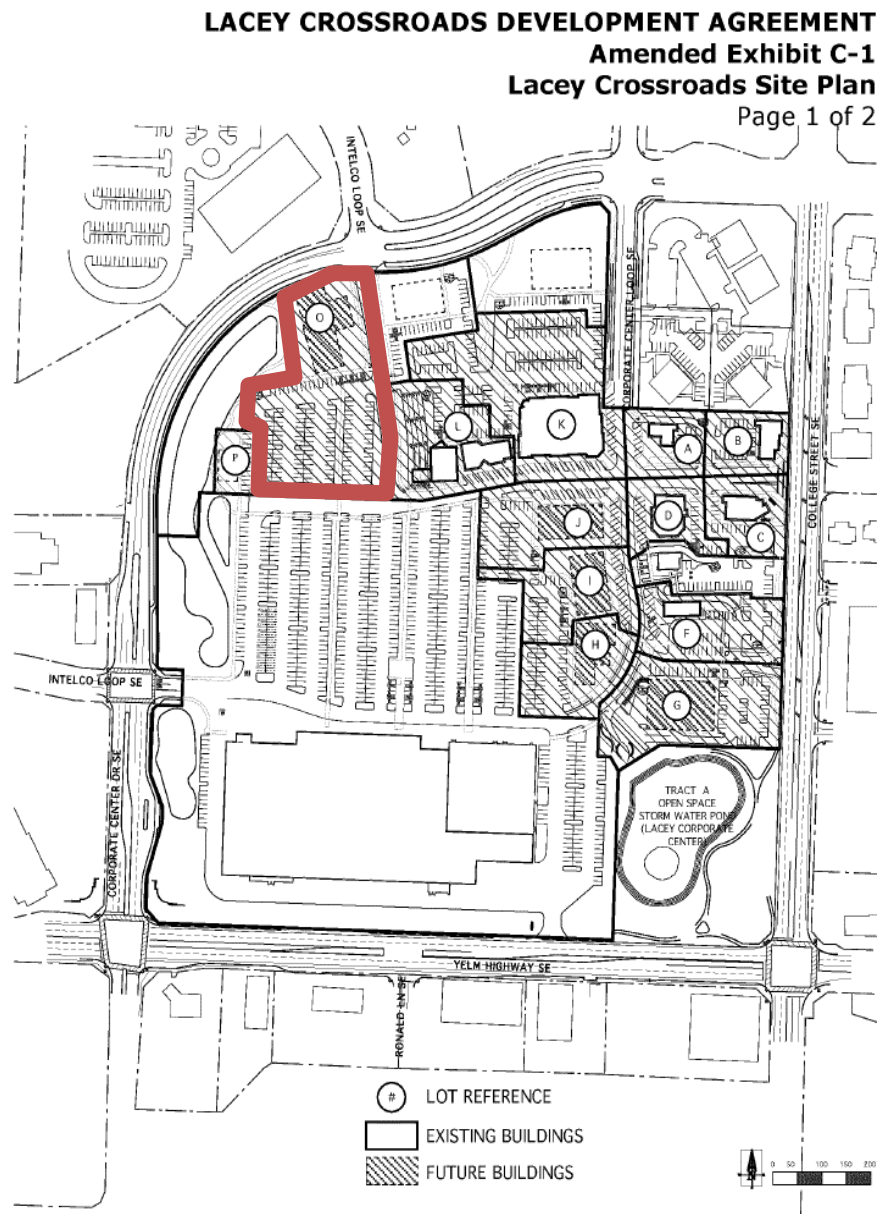
PURPOSE OF THIS MEMO

The Lacey Crossroads development is located in south Lacey, in the northwest corner of the College Street/Yelm Highway intersection. This property completed a Development Agreement in 1999, which has subsequently been updated multiple times in the intervening years. Amendments were recently completed in 2019 and 2020 that updated the land use designations to current City of Lacey land uses. These updates allocated the majority of buildings in the development into Community Office District or Community Commercial District designations. Since that update one of the lots contained within the development, Lot O, is seeking to change from a Community Office District designation to a Community Commercial District designation. As a part of this rezone effort the City of Lacey has asked for an assessment of the impact of new parking demand on available supply, as well as any traffic access/circulation impacts that could occur as a result of this change. This letter provides the required assessment of the parking stall and traffic circulation implications. A map showing the location of Lot O in the 2020 amendment is presented in **Figure 1**.

CURRENT ZONING

The recent 2020 amendment provided an update to the Lacey Crossroads development building and parking statistics summary table. This table reflects updated land use zones and square footages which form the basis for the parking needs summary. Parking demand estimates were calculated using the parking generation rates in the existing Development Agreement and multiplying the values for each land use by the estimated square footage of proposed development. This updated parking demand estimate is presented in **Table 1** and summarized below:

- 85,974 square feet of Community Commercial District with 484 proposed parking stalls (Calculated at a rate of 5.571 per 1,000 sqft of development)
- 36,000 square feet of Community Office District with 148 parking stalls (4.111 per 1,000 sqft)
- 137,932 square feet Lowes with 659 parking stalls (4.778 per 1,000 sqft)

**Figure 1. Lacey Crossroads Development Site Plan for Lot O**

It should be noted that Lot P has recently submitted a request to convert from a Community Office District designation to a Community Commercial District designation, and this assessment assumes the changes associated with that conversion to Community Commercial District.

PROPOSED ZONING CHANGE

With the recent zoning change request submitted on behalf of Lot P, the Community Office District land use designation discussed in this letter is limited to Lot O of the Lacey Crossroads Development as identified on Figure 1. Previous Lacey Crossroads planning has assumed a three-story building within Lot



O totaling 36,000 square feet. The following sections discuss the impacts to parking stall needs and traffic circulation of the proposed rezone of Lot O.

Parking Stall Impact

The Lacey Crossroads Development Agreement identifies parking stall counts for the Community Office District and Community Commercial District lots. These, coupled with the previously submitted Lot P rezone, have been used to calculate existing demand for parking stalls for the different Lacey Crossroads components. Using these parking stall rates the projected parking demand for the overall development can be assessed after the proposed Lot O rezone. The before and after parking demand calculations are presented in **Table 1**.

Table 1. Proposed Parking Demand Calculations Before and After Proposed Zoning Change

Zoning Designation	Existing Parking Stalls	Existing Square Footage ¹	Parking Stall Rate	Existing/ Proposed Parking Demand	New Square Footage	New Proposed Parking Demand	Parking Demand Change
Community Commercial District	479	85,974	5.571	484	121,974	679.5	+195.5
Community Office District	148	36,000	4.111	148	0	0	-148
Lowes	659	137,932	4.778	659	137,932	659	0
Totals	1,286	259,906		1,291	259,906	1,338.5	+47.5

1. Assumes Lot P has been converted to Community Commercial District

The proposed change in land use zoning assumes the entire building square footage and is projected to increase the overall potential parking demand for the Lacey Crossroads development by 48 parking stalls. This amounts to less than 4 percent of the total available parking supply of 1,286 parking stalls.

As shown in Table 1, the 2007 Development Agreement amendment documented that 659 parking stalls had been put in place to serve the Lowes Home Improvement store since it had been constructed in 2007. Based on the information contained within the current (5th) edition of the ITE Parking Generation Manual, home improvement stores experience peak parking demand on Saturday afternoons, with a peak parking demand rate of 3.36 parking stalls per 1,000 sqft. This equates to a peak parking demand of 464 parking stalls, which would leave 195 parking stalls available for shared parking. This store and parking field are located adjacent to Lot O and will be available to be used as shared parking with the Lot O building should the additional 48 parking stalls be needed. Overall, this increase in parking demand is minimal within the context of the overall development and can readily be accommodated by the available parking supply in an adjacent lot.



Traffic Circulation Impact

Based on the updated land use zoning documented in the 2020 amendment of the Lacey Crossroads Development Agreement, a trip generation calculation has been performed for the existing and proposed zoning. The PM peak hour was used for this calculation as it typically represented the highest traffic volumes on a city street system.

The previously submitted trip generation calculations to support the Lot P rezone were completed using the 10th edition of the *ITE Trip Generation Manual*. In that analysis the small size of the building within Lot P led to the use of the Small Office Building trip generation rate for the existing zoning. This trip generation land use category is not appropriate for use in the Lot O rezone and an alternative rate was selected.

For the calculation of potential traffic circulation impacts associated with Lot O, trip generation data was taken from the current (11th) edition of the *ITE Trip Generation Manual*. Given the size of the community office district designation within Lot O, the best fit for existing zoning was determined to be General Office Building (LU 710). For the proposed commercial zoning the shopping center trip generation rate was again used, but the new ITE Manual published this fall provides a refinement of land use codes for shopping centers. To best reflect the nature of the shopping center within Lot O, the entire square footage, including Lowes, was used to determine the appropriate land use category and also to calculate the appropriate trip generation rate using the fitted curve equation. Based on the total size of the Lacey Crossroads development, the Shopping Center (>150k) (LU 820) was used. The PM peak hour trip generation calculations are provided in **Table 2**.

Table 2. Proposed PM Peak Hour Trip Generation Calculations Before and After Proposed Zoning Change

Zoning Designation	Trip Generation Rate	Existing Square Footage	Existing Traffic Volumes	New Square Footage	New Traffic Volumes	Traffic Volume Change
Community Commercial District	4.30 ^{1,2}	85,974	369.7	121,974	524.5	+154.8
Community Office District	1.98 ¹	36,000	71.3	0	0	-71.3
Total		121,974	441.0	121,974	569.9	+83.5

1. Fitted Curve Equation Used

2. Total square footage of the Lacey Crossroads Site (including the Lowes) was used to calculate the fitted curve equation trip rate

The potential net change in traffic volumes associated with the proposed zoning change would be 84 total PM peak hour trips, which equates to 42 additional entering vehicles and 42 additional exiting vehicles. Using the fitted curve equation with the entire shopping center square footage accounts for the expected internal trip sharing that would occur. However, this volume represents the total potential increase in traffic associated with the proposed rezone of Lot O at development driveways and does not include reductions for pass-by trips. These could be expected to be approximately 34 percent of total



retail trips. Accounting for a reduction in pass-by trips would result in a total new-to-network trip total of 55 trips. This volume, which will be able to disperse to the surrounding roadway network at multiple locations, falls well within the daily fluctuation of traffic at any specific location during a given one-hour period. It is expected that the addition of these new trips will have a negligible effect on traffic circulation and operations at key intersections in the project vicinity.

SUMMARY

A portion of the Lacey Crossroads development is seeking to be rezoned from Community Office District to Community Commercial District. Lot O was previously planned for a three-story, 36,000 square-foot building. The City of Lacey has asked for an assessment of the parking demand and traffic circulation impacts of the proposed rezone. Based on the Development Agreement for the property, the overall parking demand would increase by 48 stalls with the proposed rezone, which assumes that the entire existing building could one day operate as a commercial use. Within the context of the total available parking supply at this development the added demand represents an increase of less than 4 percent and is considered minimal. Lot O is located adjacent to the existing Lowes parking lot. In the event that additional parking demand occurs beyond what is currently proposed for Lot O, this adjacent parking supply is well suited to accommodate the added parking demand. The trip generation calculations for the proposed rezone indicate that the change in zoning could result in 86 additional PM peak hour trips. When considering how many options are available for the distribution of these added trips, the increase at any one intersection is expected to be small and should not result in any impacts to internal access, localized traffic circulation, or operations at key intersections. Overall, the existing parking supply and vehicle access will be adequate to accommodate this proposed rezone.

If you have any questions or need additional information, please call me at 360.352.1465.

Respectfully,

SCJ Alliance

Ryan Shea, PTP
Senior Transportation Planner

Attachments:
Developer Agreement Building and Parking Statistics Tables

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Amended Exhibit C
Lacey Crossroads Site Plan
Page 2 of 2

LACEY CROSSROADS SHOPPING CENTER BUILDING AND PARKING STATISTICS				
BUILDING NO. PER EXHIBIT C SITE PLAN	LAND USE ZONE & USES PERMITTED PER LACEY CROSSROADS DEVELOPMENT AGREEMENT	PROPOSED BUILDING FLOOR AREA	PROPOSED BUILDING STORIES	PROPOSED PARKING SPACES
A	COMMUNITY COMMERCIAL DISTRICT per chapter 16.34	1,790 S.F.	1	12
B	COMMUNITY COMMERCIAL DISTRICT per chapter 16.34	3,091 S.F.	1	18
C	COMMUNITY COMMERCIAL DISTRICT per chapter 16.34	3,606 S.F.	1	21
D	COMMUNITY COMMERCIAL DISTRICT per chapter 16.34	4,988 S.F.	1	24
F	COMMUNITY COMMERCIAL DISTRICT per chapter 16.34	7,436 S.F.	1	36
G	COMMUNITY COMMERCIAL DISTRICT per chapter 16.34	13,200 S.F.	2	69
H	COMMUNITY COMMERCIAL DISTRICT per chapter 16.34	7,400 S.F.	1	37
I	COMMUNITY COMMERCIAL DISTRICT per chapter 16.34	7,900 S.F.	1	48
J	COMMUNITY COMMERCIAL DISTRICT per chapter 16.34	8,700 S.F.	1	64
K	COMMUNITY COMMERCIAL DISTRICT per chapter 16.34	24,913 S.F.	2	138
O	COMMUNITY OFFICE DISTRICT per chapter 16.41	36,000 S.F.	3	148
TOTAL		119,024 S.F.		615



LACEY CITY COUNCIL MEETING

February 22, 2018

SUBJECT: Lacey Crossroads Development Agreement Amendment

RECOMMENDATION: Hold a public hearing to take testimony on the Crossroads Development Agreement Amendment

Staff is proposing to authorize the City Manager to enter into the amended development agreement as shown in Attachment 2 along with the associated amended Exhibits presented as Attachments 3 through 8; and, authorize the City Manager to enter into identical agreements with the remaining Crossroads property owners of Assessor's parcels 58040000001, 58040000100, 58040000300, 58040000600, 58040000700, 58040001500 at a future date.

After hearing testimony, the City Council may choose to act of on the recommendation by approving, modifying, or denying the recommended actions noted above.

STAFF CONTACT: Scott Spence, City Manager *SS*
Rick Walk, Director of Community & Economic Development *RW*
Samra Seymour, Senior Planner *SS*

ORIGINATED BY: Community & Economic Development Department

ATTACHMENTS:

1. December 14, 2017 Staff Report
2. Amended Development Agreement
3. Amended Exhibit A – Legal Description
4. Amended Exhibit B – Land Use Zone
5. Amended Exhibit C – Lacey Crossroads Site Plan
6. Amended Exhibit D – Design Concepts
7. Amended Exhibit F – Design Guidelines
8. Appendix A
9. Comment letter received from Dennis Shade

FISCAL NOTE: None

PRIOR REVIEW: Council Worksession on December 14, 2017

BACKGROUND:

At the December 14 Council Worksession staff presented a request to amend the Crossroads Development Agreement that would apply Community Commercial zoning designation to building pads A, B, C, D, F, G, H, I, J, K and L. Lot O is proposed to assume the Community Office designation (formerly Business Park). This change would ultimately result in lifting the lot specific use restrictions put in place by the 2007 Development Agreement. All uses allowed by the Community Commercial and Community Office designation would be allowed on the respective lots versus allowing uses specific to retail/restaurant and business park uses respectively.

Discussion focused on the original intent of Development Agreement to provide a pedestrian oriented and unique retail development that would complement and act as a transition to the larger Lacey Corporate Center. Changes in real estate markets and tenant preferences over the last decade were also discussed at length.

One of the key elements of the applicant's proposal focuses on the design and orientation of Building Pad G – located at the southeast corner of the Crossroads site, just north of an existing storm pond. The applicant would like the flexibility to allow for a building to be sited on Pad G that would allow a drive through lane configuration, if desired by a future tenant. There was some concern by both staff and Council as to the impact of allowing a use that would include a drive lane, especially were it to be located on the south side of the site. The concern mainly centered on the impact that an additional drive lane would have on the planned plaza area, just to the south. Staff had concerns that a drive lane would bisect the plaza, effectively cutting it off from the activity associated with the building – resulting in a disconnected and underutilized feature that could ultimately become a nuisance and liability to the center.

Council supported a commitment to the original vision laid out in the Development Agreement and a desire to see the pedestrian emphasis maintained in future development plans. However, Council also recognized the shifts in the retail market and expressed a desire to provide additional flexibility by loosening the existing use restrictions, so long as the overall design goals and aesthetic standards were maintained.

Design Solutions

In response to the direction from Council, City staff met with the applicant to discuss design solutions that could bridge the gap between tenant marketability and the Crossroads pedestrian design emphasis. The results of those discussions can be seen in the conceptual design depicted in Attachment 8.

Rather than allow a drive lane to bisect the plaza and isolate it from Pad G, the conceptual drawing shows drive lane configuration that meanders south of the plaza, helping to frame it and create a sense of continuity between the plaza, future building and rest of the center. It is important to note that the design shown in Appendix A is conceptual and will likely vary to some degree depending on the ultimate user, and number of buildings. However, the concept does illustrate that it is possible to achieve increased flexibility in uses while maintaining the development's central design objectives.

Language in the proposed Section 5.9.8 of the Lacey Crossroads Design Guidelines (Amended Exhibit F – Attachment 7) was further revised to reference the conceptual plan described above:

5.9.8.1 Lot G (which may be developed with one or two buildings provided that the total square footage in Amended Exhibit C to this Agreement) will be developed in a manner consistent with the concept site plan attached as **Appendix A** hereto, including the placement of any drive-through lanes.

5.9.8.2 The intended community plaza/garden connection with Tract A depicted on the concept site plan attached as Appendix A will be developed prior to certificates of occupancy being issued for buildings located on Lot G.

Staff analysis

The challenge facing the City and the Property owner in updating the Crossroads Development Agreement is balancing flexibility with the integrity of the original community vision enumerated in the goals of Lacey Crossroads (Section 3 of Exhibit F – Attachment 7).

Staff supports allowing the full range of uses allowed in the Community Commercial and Office Commercial Zoning classifications. This support is based on the understanding that most uses allowed by the Community Commercial zone can be sited and designed to achieve a storefront presence that facilitates pedestrian corridors, access and ambiance. The types of uses that can meet these design expectations range from restaurants, retail, and professional and medical services as demonstrated by the design exhibits proposed by the property owner as pages 19 and 20 of Amended Exhibit D.

Furthermore, staff believes that a suitable design strategy has been identified for Building G that will balance the flexibility sought by the ownership group with the pedestrian oriented design emphasis established in the original agreement.

Notice and comments

Notice for the hearing was published in The Olympian and mailed to all property owners located within Lacey Corporate Center at least 10 days prior to the hearing. One comment letter was received from the owner of Lot 2 or Pad P (Attachment 9). The letter expresses concern that the proposal put forth by the applicant will make development of Pad P more difficult, particularly if the amendment is not applied to all parcels within the Crossroads development.

As of the drafting of this staff report, staff has not been able to contact Mr. Shade directly. However, if the proposed amendment is applied to the entirety of the Crossroads development as staff is recommending, it will result in increased opportunities for the uses on Pad P - as the zoning designations being proposed are both more permissive than the land use allowances currently in effect.

Advantages

1. Amending the Crossroads Development Agreement will provide consistency with the City of Lacey's current zoning classifications (Community Commercial & Community Office) adopted with the 2016 Comprehensive Plan.
2. Amending the Crossroads Development Agreement provides flexibility in site design reflect current market dynamics balances while maintaining the original intent of the Crossroads Master Plan for pedestrian and design continuity.
3. Amending the Crossroads Development Agreement will clarify and define allowed uses and design standards providing consistency and predictability for implementing the master plan.

Disadvantages

1. Although proposed amendments deviate from the original development agreement, market conditions require reconsideration of the Crossroads development.

RETURN ADDRESS

Attn: Heather Burgess
Phillips Burgess PLLC
724 Columbia St. NW, Ste 320
Olympia, WA 98501

Document Title(s)

Amended Lacey Crossroads Development Agreement

Reference Numbers(s) of related documents

3896128

Grantor(s) (Last, First and Middle Initial)

ECP College Way LLC

Grantee(s) (Last, First and Middle Initial)

City of Lacey

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

LOTS 2, 4, 8, 9, 10, 11, 12, 13, 14, 16, 17 OF LACEY CROSSROADS BSP NO. BSP-050003LA

Assessor's Property Tax Parcel/Account Number

58040000200	58040001000	58040001400
58040000400	58040001100	58040001600
58040000800	58040001200	58040001700
58040000900	58040001300	

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



**AMENDMENT
LACEY CROSSROADS DEVELOPMENT AGREEMENT**

This Amendment to the Lacey Crossroads Development Agreement (the "Amendment" or "Agreement") is entered into this 22nd day of March, 2018, by and between the CITY OF LACEY, a Washington municipal corporation (the "City"), and ECP COLLEGE WAY, LLC, a Washington limited liability company (the "Developer") (collectively, the "Parties"), for the purpose of governing the development, use, and design of the property covered under this Amendment.

RECITALS

WHEREAS, the City has the authority to enter into this Agreement pursuant to RCW 36.70B.170 through .210; and

WHEREAS, the City and COLLEGE WAY COMMERCIAL PLAZA LLC ("College Way") entered into the Lacey Crossroads Development Agreement, recorded January 19, 2007, under Thurston County Auditor's No. 3896128 (the "2007 Development Agreement"), in order to govern the development, use, and design associated with the rezone and development of property within a portion of the Lacey Corporate Center, otherwise known as Lacey Crossroads; and

WHEREAS, the Developer is the successor-in-interest to College Way as to certain property located within Lacey Crossroads, more particularly described in Exhibit A, and identified as Lots 2, 4, 8, 9, 10, 11, 12, 13, 14, 16, and 17 of the Lacey Crossroads Binding Site Plan No. BSP-050003LA (collectively, "Developer's Property"); and

WHEREAS, the 2007 Development Agreement limited permitted uses of the Developer's Property to specific types of commercial uses, designated by lot, rather than allowing all uses permitted in the then-underlying Business Park and Community Commercial zoning districts; and

WHEREAS, the recent economic recession, rapid technological innovation, increased consumer use of online shopping, and other external social and market forces have resulted in significant changes to the retail real estate market at the local, regional, and national level since the 2007 Development Agreement was originally entered into; and

WHEREAS, these external market factors have significantly changed the type and range of available commercial tenants for Developer's Property, and will continue to do so; and

WHEREAS, the City of Lacey has amended its land use maps and zoning codes for the Developer's Property since the 2007 Development Agreement to provide for Community Office and Community Commercial zoning districts that allow a broad range of commercial uses;

WHEREAS, the Developer and the City now wish to amend the 2007 Development Agreement to allow all commercial uses on Developer's Property that may be authorized within the City's Community Office and Community Commercial zoning districts, and to provide for design guidelines for City review and approval of those commercial uses not originally contemplated by the 2007 Development Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer agree as follows:

1. **Recitals Incorporated by Reference.** The Recitals set forth above are true and correct and incorporated herein by this reference.

2. **Applicability and Scope of Amendment.** This Amendment shall apply only to Developer's Property as described in **Exhibit A** hereto and shall not amend or supersede any terms or conditions of the 2007 Development Agreement for any remaining property. Except as specifically modified herein, all terms and conditions of the 2007 Development Agreement shall remain in full force and effect, and the building and development regulations, transportation concurrency regulations, impact fees, SEPA regulations and substantive SEPA policies and other laws, statutes, ordinances, or policies governing land development in effect as of the date of the 2007 Development Agreement shall continue to govern the development of Developer's Property, as specified in Sections 7 and 8(a) of the 2007 Development Agreement.

3. **Amendment.**

Paragraph 4 of the 2007 Development Agreement is stricken and replaced with the following:

4. **Land Use Zone Designation and Permitted Uses.** Lots 2, 8, 9, 10, 11, 12, 13, 14, 16, and 17 of the Lacey Crossroads Binding Site Plan No. BSP-050003LA shall be zoned as Community Commercial District as depicted in amended **Exhibit B** hereto. Lot 4 of the Lacey Crossroads Binding Site Plan No. BSP-050003LA shall be zoned as Community Office District as depicted in amended **Exhibit B** hereto. Permitted land uses on individual lots shall be in accordance with the Lacey Municipal Code for the specified zoning district.

Paragraph 8(c) of the Development Agreement is stricken and replaced with the following:

c. **Development and Design Guidelines.** Development of Lacey Crossroads shall be subject to the Site Plan Review and Design Review processes of the City of Lacey. The development of Lacey Crossroads shall be in a manner consistent with Exhibit E to the 2007 Development Agreement and Amended Exhibits C, D, and F to this Agreement, as well as the uses permitted in accordance with the applicable zoning districts under the Lacey Municipal Code, which shall be the basis used by the City of Lacey in conducting and issuing site plan review, design review, grading and construction drawing review and approvals in conjunction with applicable City of Lacey ordinances and guidelines. Minor modifications may be permitted at the discretion of the City, which may include individual building size and/or location to accommodate specific uses with no further site plan approval, provided that the total project floor area square footage of 126,733 square feet does not increase by more than 10%.

*Exhibit B (Land Use Zone) to the 2007 Development Agreement is hereby amended as attached hereto and incorporated herein as **Amended Exhibit B.***

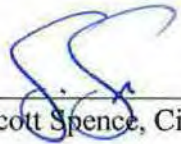
*Exhibit C (Lacey Crossroads Site Plan) to the 2007 Development Agreement is hereby amended as attached hereto and incorporated herein as **Amended Exhibit C.***

*Exhibit D (Design Concepts) to the 2007 Development Agreement is hereby amended as attached hereto and incorporated herein as **Amended Exhibit D.***

*Exhibit F (Lacey Crossroads Design Guidelines) to the 2007 Development Agreement is hereby amended as attached hereto and incorporated herein as **Amended Exhibit F.***

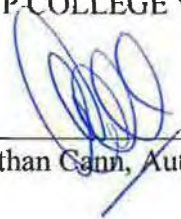
IN WITNESS WHEREOF, the Parties hereto executed this Amended Agreement the date first above written.

CITY OF LACEY



Scott Spence, City Manager

ECP COLLEGE WAY LLC



Nathan Cann, Authorized Person

Approved as to form:



David Schneider, City Attorney

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF Thurston)

I certify that I know or have satisfactory evidence that Scott Spence
_____ is the person who appeared before me, and said person acknowledged that (he/she) signed
this instrument, on oath stated that he was authorized to execute the instrument and acknowledged
it as the City Manager of The City of Lacey to be the free and
voluntary act of such City for the uses and purposes mentioned in the instrument.

DATED this 9th day of April, 2018.

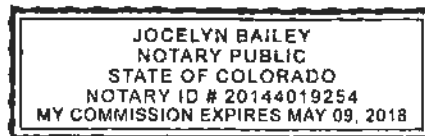


Alexandra C. Holtum
Name: Alexandra C. Holtum
Notary Public in and for the State of Washington
Residing at Olympia, Washington
My appointment expires: 2-9-21

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 5th day of April, 2018 by
Nathan Cann, Authorized Person of ECP College Way, LLC, a **Delaware** limited liability
company, on behalf of the corporation.

Joelyn Bailey
(Notary's official signature)
May 9, 2018
(Commission Expiration)



Notary Seal

Exhibit A
(Legal Description)

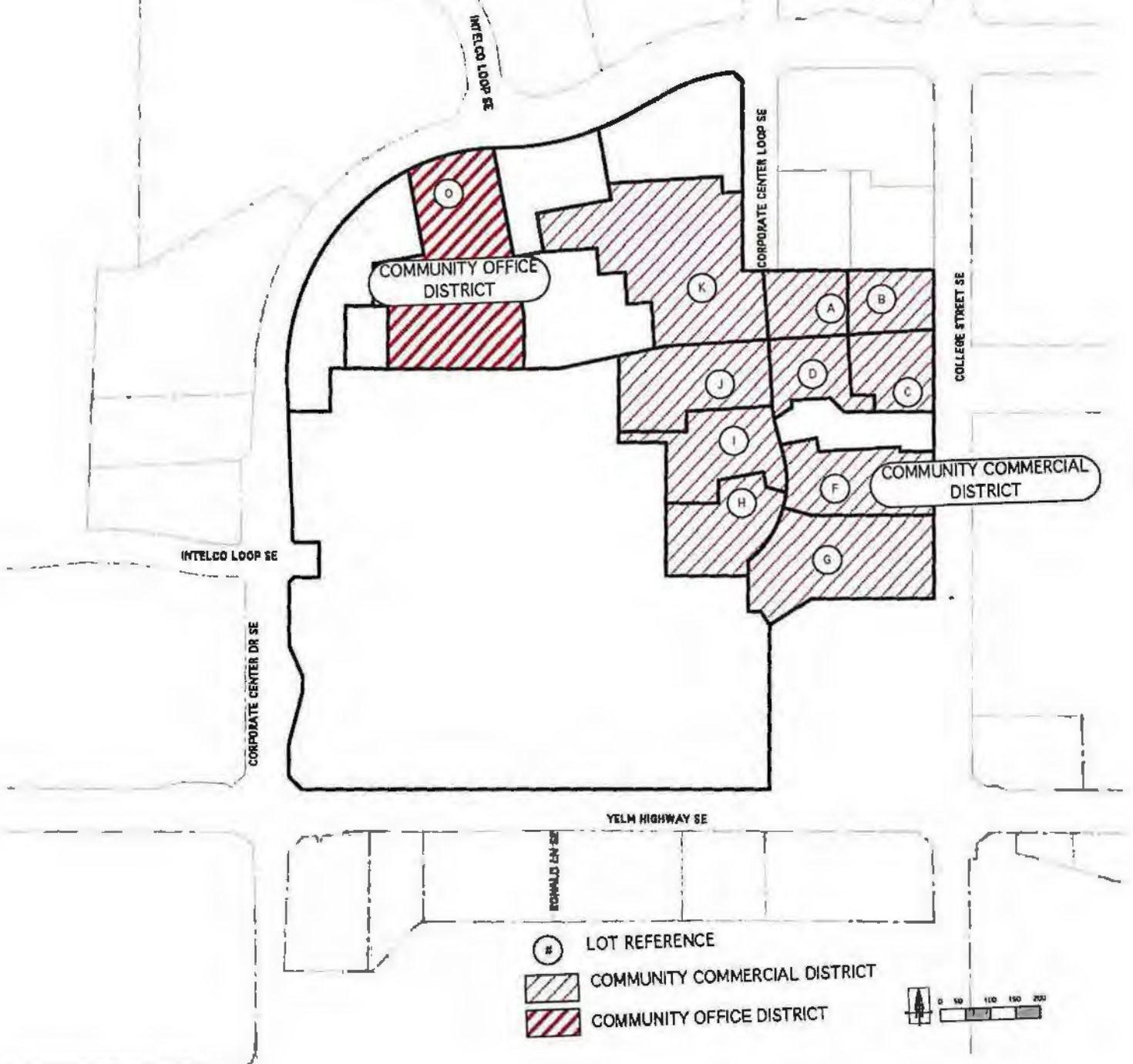
EXHIBIT A
LEGAL DESCRIPTION

Abbreviated Legal: LOTS 2, 4, 8, 9, 10, 11, 12, 13, 14, 16, 17 OF LACEY CROSSROADS BSP
NO. BSP-050003LA.

LOTS 2, 4, 8, 9, 10, 11, 12, 13, 14, 16, 17 OF LACEY CROSSROADS BINDING SITE PLAN
NO. BSP-050003LA, AS RECORDED JANUARY 26, 2007 UNDER AUDITOR'S FILE NO.
3897937. IN THURSTON COUNTY, WA.

Amended Exhibit B
(Land Use Zone)

LACEY CROSSROADS DEVELOPMENT AGREEMENT
Amended Exhibit B
Land Use Zone
Page 1 of 1



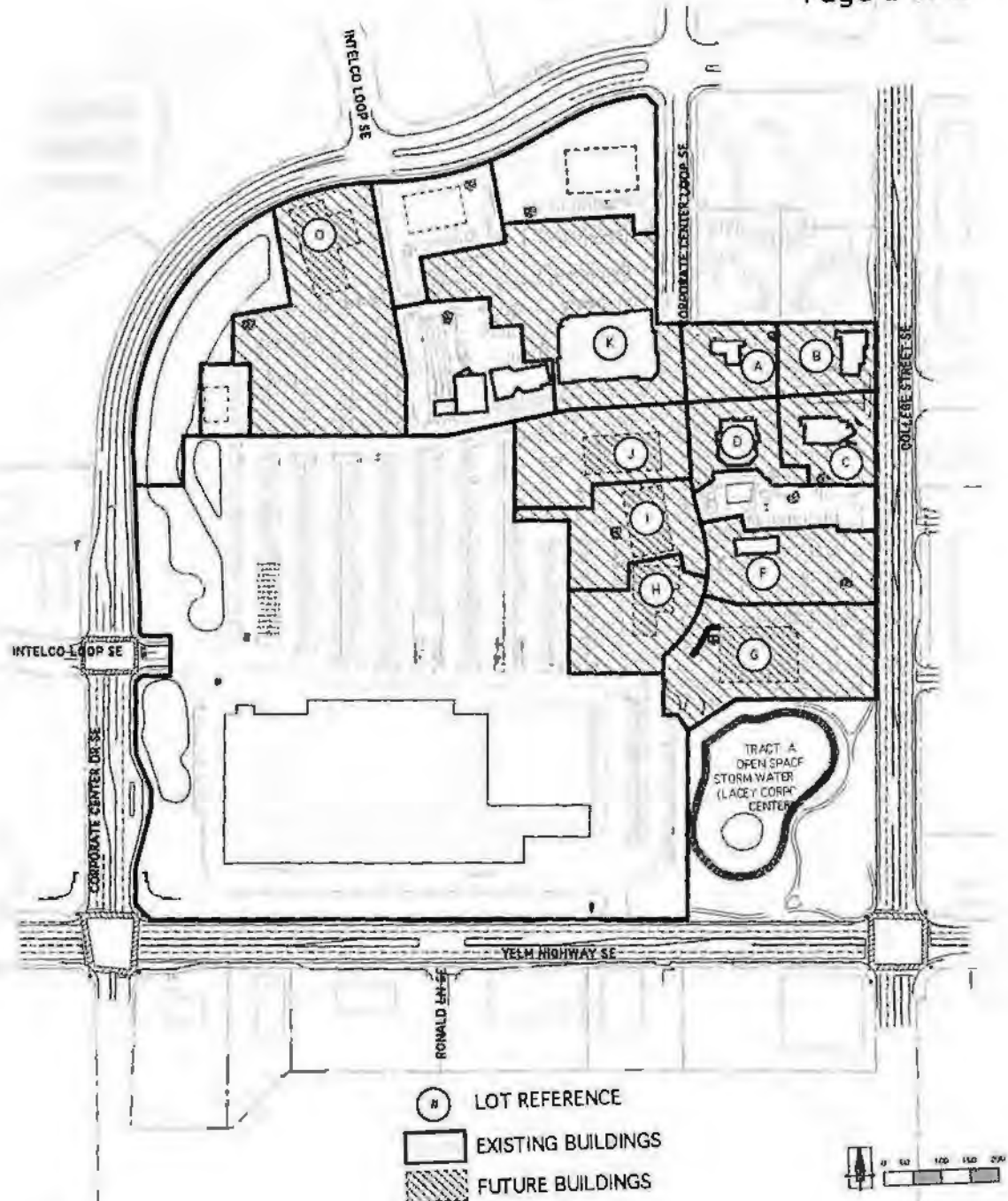
Amended Exhibit C
(Lacey Crossroads Site Plan)

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Amended Exhibit C

Lacey Crossroads Site Plan

Page 1 of 2



LACEY CROSSROADS DEVELOPMENT AGREEMENT

Amended Exhibit C
Lacey Crossroads Site Plan
Page 2 of 2

LACEY CROSSROADS SHOPPING CENTER BUILDING AND PARKING STATISTICS				
BUILDING NO. PER EXHIBIT C SITE PLAN	LAND USE ZONE & USES PERMITTED PER LACEY CROSSROADS DEVELOPMENT AGREEMENT	PROPOSED BUILDING FLOOR AREA	PROPOSED BUILDING STORIES	PROPOSED PARKING SPACES
A	COMMUNITY COMMERCIAL DISTRICT per chapter 16.34	1,790 S.F.	1	12
B	COMMUNITY COMMERCIAL DISTRICT per chapter 16.34	3,091 S.F.	1	18
C	COMMUNITY COMMERCIAL DISTRICT per chapter 16.34	3,606 S.F.	1	21
D	COMMUNITY COMMERCIAL DISTRICT per chapter 16.34	4,988 S.F.	1	24
F	COMMUNITY COMMERCIAL DISTRICT per chapter 16.34	7,436 S.F.	1	36
G	COMMUNITY COMMERCIAL DISTRICT per chapter 16.34	13,200 S.F.	2	69
H	COMMUNITY COMMERCIAL DISTRICT per chapter 16.34	7,400 S.F.	1	37
I	COMMUNITY COMMERCIAL DISTRICT per chapter 16.34	7,900 S.F.	1	48
J	COMMUNITY COMMERCIAL DISTRICT per chapter 16.34	8,700 S.F.	1	64
K	COMMUNITY COMMERCIAL DISTRICT per chapter 16.34	24,913 S.F.	2	138
O	COMMUNITY OFFICE DISTRICT per chapter 16.41	36,000 S.F.	3	148
TOTAL		119,024 S.F.		615

Amended Exhibit D
(Design Concepts)

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Exhibit D

Design Concepts

Page 1 of 21



PEDESTRIAN WALKS

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Exhibit D

Design Concepts

Page 2 of 21



AWNINGS, LIGHTS, BENCHES, WINDOWS

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Exhibit D

Design Concepts

Page 3 of 21



CORNER BUILDING CONCEPT

LACEY CROSSROADS DEVELOPMENT AGREEMENT
Exhibit D
Design Concepts
Page 4 of 21



CORNER PLAZA

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Exhibit D

Design Concepts

Page 5 of 21



VARIED ARCHITECTURAL DESIGN

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Exhibit D

Design Concepts

Page 6 of 21



EXISTING TREES RETAINED

LACEY CROSSROADS DEVELOPMENT AGREEMENT
Exhibit D
Design Concepts
Page 7 of 21



LANDSCAPED PEDESTRIAN PLAZA

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Exhibit D

Design Concepts

Page 8 of 21



MAIN STREET

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Exhibit D

Design Concepts

Page 9 of 21



EXISTING SIDEWALK AND LANDSCAPING RETAINED

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Exhibit D

Design Concepts

Page 10 of 21



MAIN STREET PLAZA CONCEPT

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Exhibit D

Design Concepts

Page 11 of 21



SHOPPING PLAZA BETWEEN BUILDINGS

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Exhibit D

Design Concepts

Page 12 of 21



EXISTING SIDEWALK AND LANDSCAPING

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Exhibit D

Design Concepts

Page 13 of 21



STOREFRONTS

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Exhibit D

Design Concepts

Page 14 of 21



PLAZA AT THE POND

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Exhibit D

Design Concepts

Page 15 of 21



MAIN STREET PLAZA CONCEPT

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Exhibit D

Design Concepts

Page 16 of 21



EXISTING LANDSCAPING RETAINED

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Exhibit D

Design Concepts

Page 17 of 21



EXISTING TREES RETAINED

LACEY CROSSROADS DEVELOPMENT AGREEMENT

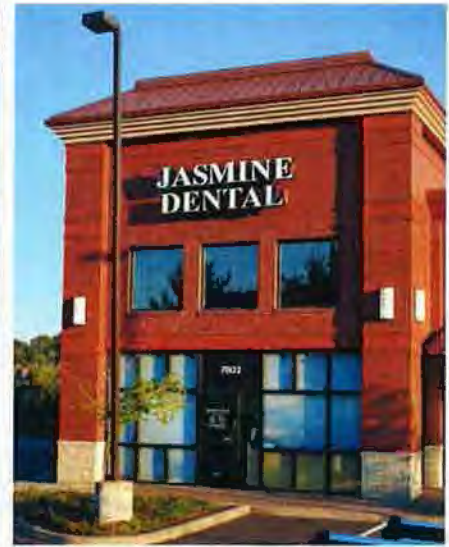
Exhibit D

Design Concepts

Page 18 of 21



LACEY CROSSROADS DEVELOPMENT AGREEMENT
Amended Exhibit D
Design Concepts
Page 19 of 21



MEDICAL & DENTAL SERVICES buildings shall have architectural and pedestrian features similar to retail uses including storefronts, awns and building articulation and materials. For all uses, front facades and doors will face the main street (Corporate Center Lane SE).

LACEY CROSSROADS DEVELOPMENT AGREEMENT
Amended Exhibit D
Design Concepts
Page 20 of 21



Drive through lanes may not be located between the building and the main street (Corporate Center Lane SE). Multi-lane drive throughs are not permitted. Design shall maintain the integrity of storefronts and the pedestrian sidewalk along the main street (Corporate Center Lane SE) and prevent wide driveway cuts and separation between buildings.

LACEY CROSSROADS DEVELOPMENT AGREEMENT
Amended Exhibit D
Design Concepts
Page 21 of 21



Lot G and Plaza Concept

Amended Exhibit F
(Lacey Crossroads Design Guidelines)

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Amended Exhibit F Lacey Crossroads Design Guidelines

Page 1 of 8

LACEY CROSSROADS DESIGN GUIDELINES

1. PURPOSE

- 1.1. The Lacey Crossroads Design Guidelines are intended to replace the Fountain Place Design Guidelines dated November 6, 1998 as previously approved by the Lacey City Council and supplement the City of Lacey Municipal Code design requirements.

2. APPLICABILITY

- 2.1. The Lacey Crossroads Design Guidelines is to provide guidance and direction for the design, ambiance and character of the Lacey Crossroads project meeting the vision of the property owner and the City of Lacey. These guidelines in addition to the Development Agreement and Exhibits are to be used as a basis for the City of Lacey for issuing site plan review and design review approvals for Lacey Crossroads.

3. GOALS OF LACEY CROSSROADS

- 3.1. Provide complementary uses that are beneficial to the Business Park, neighborhood and the community by providing the opportunity for the development of commercial facilities in outlying areas of the City and its urban growth area catering to the day to day needs of consumers of surrounding neighborhoods for a wide range of convenience goods and services. The development provides the opportunity for a major retailer and complementary commercial tenants that will provide consumer variety, choice and financial viability that is necessary for the success of the project.
- 3.2. Develop a retail and commercial development that emphasizes pedestrian amenities and access to and through the development including connections to the Business Park and surrounding public streets.
- 3.3. Create a pedestrian oriented shopping experience, integrate landscaping, pedestrian plazas and walks into the retail development with emphasis on pedestrian connections to the public street frontages.
- 3.4. Develop a high quality commercial project that complements the business park and is architecturally distinctive from the surrounding commercial development. Provide screening and buffering of parking facilities and loading zones adjacent to Yelm Highway and College Street by utilizing existing vegetation and new native plantings.

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Amended Exhibit F Lacey Crossroads Design Guidelines

Page 2 of 8

- 3.5. Soften the appearance of parking areas located along College Street through landscape design that integrates ornamental landscaping with existing conifers that does not screen the view of the internal retail area facades

4. TREE PROTECTION

- 4.1. A final tree evaluation will be conducted for the site based on the site plan as depicted by Exhibit C. The tree evaluation will be focused on preserving and recommending protection techniques for trees located in the following areas:
 - 4.1.1. Trees located southwest corner of the site, adjacent to the intersection of Yelm Hwy/Corporate Center Drive.
 - 4.1.2. Trees located in designated buffers and landscape areas along Yelm Hwy and College Street.
 - 4.1.3. Trees located in the stormwater facility and open space area known as Tract A of the Lacey Corporate Center.
 - 4.1.4. Trees located between the southwest corner of Tract A and the right in/right out driveway access to Yelm Highway.
 - 4.1.5. The final tree evaluation will also review trees interior to the site and around the proposed storm facilities to determine if any may be incorporated into the site design based on tree type, health and site grading/development conditions.
 - 4.1.6. The final tree evaluations will also provide recommendations for method and location for transplanting the existing trees on Corporate Center Loop to appropriate locations in the site.

5. SITE DESIGN CRITERIA

- 5.1. Interim buffer and screening along College Street.
 - 5.1.1. A 50 foot temporary buffer of existing trees will be maintained from the property line along College Street during initial clearing and construction activities. The buffer will be maintained until such time as the following are completed:
 - 5.1.1.1. The interior of the site is cleared;
 - 5.1.1.2. A rough grade of the site interior is established; and,
 - 5.1.1.3. Utility trenching has commenced;
 - 5.1.2. Upon the conversion of the 50 foot temporary buffer to the 25 foot landscape area, the installation of final landscaping within this area will be

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Amended Exhibit F Lacey Crossroads Design Guidelines

Page 3 of 8

immediately commenced in accordance with section 5.2.2 of these design guidelines.

- 5.1.3. A construction entrance will be located off of Corporate Center Drive in the proximity of Driveway 12 located between the office buildings as depicted in Exhibit C.
- 5.2. Final buffer and screening along College Street and Yelm Highway:
 - 5.2.1. Yelm Highway- a 49 foot buffer will be maintained from the property line along Yelm Highway. The buffer will maintain the existing sidewalk and trees in their current location. The buffer will be supplemented with additional native plantings where appropriate. The City's Forester will conduct a review of these trees to recommend appropriate pruning, thinning and supplemental planting to ensure the stand of trees will maintain long term health and growth achieving a dense sight obscuring vegetative screen of Lowe's rear façade and loading area.
 - 5.2.2. The supplemental planting within the Yelm Highway buffer will include a combination of mounds/berms, and native vegetation consisting of groundcover, shrubs bushes and evergreen trees. Trees will be 8 or more feet in height at time of planting.
 - 5.2.3. College Street- a 25 foot landscape area will be established from the property line along College Street. The landscape area will be designed to incorporate existing landscaping with additional native plantings consisting of groundcover, shrubs, bushes and evergreen and/or deciduous trees as represented by Exhibit E.
- 5.3. Transition Buffer from Corporate Center Drive
 - 5.3.1. A site transitional area will be provided between the Lacey Crossroads community commercial development and Corporate Center Drive a minimum of 75-feet in width.
 - 5.3.2. The transitional area will include stormwater facilities, pedestrian walkways and buildings for professional office, child care or substantially similar uses as depicted on Exhibit C or as permitted by the Business Park Zoning District, LMC 16.42. Building K will be a multi-story building and buildings L and M are intended to be one story with an option to have multiple stories to provide architectural screen of the internal parking area from Corporate Center properties to the North. The architectural characteristics of these buildings will be compatible with the materials and design with the professional office buildings within the Business Park.

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Amended Exhibit F Lacey Crossroads Design Guidelines

Page 4 of 8

- 5.3.3. Landscaping in the transition area will consist of trees, bushes, shrubs and ground cover native to western Washington planted in a manner reflecting a natural setting. Existing trees will be retained where possible depending on grading requirements and tree health. Existing street trees located in the vacated portion of Corporate Center Loop will also be transplanted to the transition area under the supervision of the City's contract forester.
- 5.3.4. Stormwater facilities along Corporate Center Drive will be designed to appear as a natural vegetative amenity to the development with natural appearing shapes and landscaping. Landscaping will consist of vegetation suitable for wetland environments within the wet ponds and native up land type vegetation along the storm pond perimeter utilizing existing trees where possible based on the recommendation of the City's contract forester. The City of Lacey's "Guide for the Landscape Design of Stormwater Facilities", will be used for guidance in the aesthetic design and construction of the storm water facilities.
- 5.4. Tract A Open Space
 - 5.4.1. The open space and pond area located at the corner of Yelm Highway and College Street will be improved and enhanced through maintenance and supplemental plantings upon approval by the Lacey Corporate Center Association. Existing trees will be retained that are deemed healthy long term trees by the City's contract forester and the open space will be landscaped in a manner complementing the existing trees as conceptually shown on Exhibit C. Plantings will be primarily native deciduous and evergreen vegetation providing a transition and aesthetic amenity from the Yelm Highway and College Street intersection into the Crossroads main street plaza. Final landscaping plans for Tract A will be submitted to the City for approval prior to building permit issuance of any building within the Crossroads Development.
- 5.5. Pedestrian Access:
 - 5.5.1. The proposed development will connect pedestrian walkways to the existing sidewalks on Corporate Center Drive, Corporate Center Lane SE, College Street and Yelm Highway as shown on Exhibit C. Through parking and driving areas, the pedestrian walkways will consist of raised or flush concrete sidewalks. Associated landscaping consisting of ground cover, trees and shrubs, providing a minimum combined width (including walkway) of 20 feet to provide a sheltered walkway protected from the parking and driving areas will be provided adjacent to pedestrian pathways located in the parking area north of the anchor tenant as shown on Exhibit C. If the pedestrian walkway(s) are designed to be flush with adjacent parking areas, curbing and/or wheel stops will be installed in

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Amended Exhibit F Lacey Crossroads Design Guidelines

Page 5 of 8

areas where parking spaces immediately abut the walkway to prevent automobile/pedestrian conflicts

5.6. Main Street Design:

- 5.6.1. The development shall create an urban environment along the internal main street as shown on Amended Exhibit C. Building storefronts and primary entrances will be oriented to the main street and plazas. Buildings will also have rear facades facing the parking areas designed with varied roof lines, windows, materials and entrances consistent with the front facades.
- 5.6.2. The main street will consist of two drive lanes; pull in diagonal parking and sidewalks. Sidewalks will be 8 to 20 feet in width to create a pedestrian scale environment along the store fronts as shown on Amended Exhibit C.
- 5.6.3. Pedestrian street crossings and plazas will consist of stamped and/or colored concrete surfacing consistent with Amended Exhibit C.
- 5.6.4. The conceptual landscaping depicted on Exhibit C with the incorporation of the landscape areas and buffers required by these design guidelines meet the stated purpose and intent of LMC 16.80. The parking areas, buildings and plazas will be landscaped consistent with the conceptual landscaping depicted on Exhibit C.
- 5.6.5. The pedestrian plaza located adjacent to building G will have an architectural feature such as a building, wall, tower, fountain, etc located on the west edge to provide a defined edge to the plaza. This will provide screening of the parking area to the west and create a focal point to the south of main street and adjacent open space.

5.7. Views and Vistas:

- 5.7.1. Roof top mechanical equipment will be centered on the roof and screened from view to a point at ground level a distance of 80 feet from the building. Screening will be accomplished through the use of techniques that are visual extensions of the façade and roofline architecture. Roof top equipment will not be hidden by a fenced portion of the roof.
- 5.7.2. Refuse receptacles and any mechanical equipment that is not attached to a structure shall be located within an enclosure that is consistent in materials and an aesthetic amenity to the building(s).
- 5.7.3. Utility meters, communication antennas/dishes and other similar appurtenances attached to a building will be of the same color as the wall

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Amended Exhibit F Lacey Crossroads Design Guidelines

Page 6 of 8

and screened from view through the use of landscaping, ornamental screen walls or a combination thereof.

- 5.7.4. Equipment and refuse receptacle enclosures and defined loading areas will be screened from adjoining properties and public streets consistent with Tables 16T-24 and 16T-25 of the Lacey Municipal Code.

5.8. Vehicular Access:

- 5.8.1. Vehicular driveway access to College Street and Yelm Highway will be as shown on Exhibit C. Any proposal to change the access shall be approved by City Council as an amendment to the Lacey Crossroads Development Agreement. The design and location of any proposed driveway accesses shall be supported by traffic engineering studies and recommendations and approved by the City of Lacey.

5.9. Building Design:

- 5.9.1. The buildings and/or storefronts will be designed in a manner reflecting individual character and architectural design. The various buildings will utilize different building materials, wall modulations, roof lines, marquees, awnings, entry ways, etc.
- 5.9.2. Marquees, awnings and other features when incorporated into a wall elevation will have a utilitarian purpose of architectural design and pedestrian protection from the elements as prescribed by LMC 14.23.086.C.3
- 5.9.3. Windows will be Incorporated into building facades facing a street, parking area and/or plaza to provide visibility into and out of the buildings consistent with the design concepts displayed on Amended Exhibit D.
- 5.9.4. In locations of facades that face a parking area or an adjacent building where view into the building is not desired (i.e. storage, mechanical or rest rooms) false windows with dark tinted glazing, display windows or special materials such as decorative pattern masonry, glass block, mosaic, wall modulation or a combination thereof as approved by the City will be incorporated into the building design to prevent blank walls of more than 20 feet in length. Display windows will be designed to accommodate product display and not for signage.
- 5.9.5. Seating areas, plazas and alcoves will be designed into and between the buildings to provide some outdoor and sheltered areas for dining and/or resting.

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Amended Exhibit F Lacey Crossroads Design Guidelines

Page 7 of 8

5.9.6. Building design, material and amenity selection will be guided by design concepts displayed on Amended Exhibit C, and Amended Exhibit D.

5.9.7. The Lowe's building will have a complementary design with the main street retail pads, consisting of a minimum 10 foot wide sidewalk along the building, varying roofline, defined entrances and specifically the following:

5.9.7.1. The architectural features such as pilasters, wall bump outs, or equivalent concepts will be incorporated into the south elevation to provide modulation along the length of the wall.

5.9.7.2. The east façade will have architectural features that masked the fence/netting typically used for garden centers. All sales products other than plants and flowers will be screened from view from the main street buildings and plazas.

5.9.8. Additional design guidelines for the development of Lot G. The following additional design guidelines shall apply to the development of Lot G.

5.9.8.1 Lot G (which may be developed with one or two buildings provided that the total square footage in Amended Exhibit C to this Agreement) will be developed in a manner consistent with the concept site plan attached as **Appendix A** hereto, including the placement of any drive-through lanes.

5.9.8.2 The intended community plaza/garden connection with Tract A depicted on the concept site plan attached as Appendix A will be developed prior to certificates of occupancy being issued for buildings located on Lot G.

5.10. Exterior Plazas:

5.10.1. Plaza locations and design will be in manner as depicted on Exhibits C and D.

5.10.2. All plazas will provide a strong relationship between the interior and exterior spaces and include lighting to encourage evening use; seating and some covered areas so that the space can be used in times of inclement weather.

5.10.3. All plaza amenities such as benches, lighting fixtures will be consistent with the architectural design and amenities associated with the Lacey Crossroads.

5.11. Parking

LACEY CROSSROADS DEVELOPMENT AGREEMENT

Amended Exhibit F Lacey Crossroads Design Guidelines

Page 8 of 8

- 5.11.1. In accordance with LMC 16.72.020.A, off-street parking spaces and driveways will not be used at any time for purposes other than their intended use, i.e., the temporary storage of motor vehicles used by persons visiting or having business to conduct on the premises for which the parking is provided. Storage sheds, product storage or other inventory may not be stored or displayed in the parking areas or any external portion of the store.
- 5.11.2. Outdoor seasonal exhibits, displays, sales, or other activities may be conducted, provided they are only displayed during the applicable season, they are located so they do not impede pedestrian access or fire lanes to the building or through the site and the items are stacked in an orderly manner as specified by LMC 14.23.82.B.3.

5.12. Signage

- 5.12.1. All signage will meet the provisions of the City of Lacey Sign Ordinance, LMC 16.75 currently in effect.
- 5.12.2. All signs will be designed in a manner compatible with the overall aesthetic concept of the Lacey Crossroads.

END OF DOCUMENT

Appendix A to Amended Exhibit F





LACEY CITY COUNCIL MEETING

March 3, 2022

SUBJECT: 2021 Budget Encumbrance Carryovers

RECOMMENDATION: Upon review and concurrence, adopt proposed ordinance amending the 2022 Budget.

STAFF CONTACT: Scott Spence, City Manager ^{SS}
Troy Woo, Finance Director ^{TW}

ORIGINATED BY: Troy Woo, Finance Department

ATTACHMENTS: 1. [Ordinance No. 1616](#)
2. [Summary for Ordinance](#)

FISCAL NOTE: See attached Ordinance Exhibit "A"

PRIOR REVIEW: Finance and Economic Development Committee on February 22, 2022

BACKGROUND:

Despite all the extensive budget planning and efforts to complete projects and purchases prior to the year-end closing, staff are not always able to complete all of the projects and purchases. The projects and purchases are expected to be completed during 2021, so it becomes necessary to carryover previously approved budget appropriations into the next year. These proposed amendments are limited to carryover encumbrances and capital projects.

This carryover process relieves concerns that authorized budgets will be exceeded when large carryover projects do not have the authorized appropriations until late into the year. It is the City's practice to amend the budget once per year during September. If the City Council approves these appropriations earlier in the year, the risk of exceeding authorized expenditure levels is minimized.

The encumbrance and capital carryover requests are limited to purchase orders that were initiated in the previous year and capital projects that were authorized in the previous year's budget. The outstanding purchase order carryover requests are limited to significant (over \$2,500) unfilled material, equipment, and supply orders. Capital project carryover requests do not have a dollar threshold. The funds requesting the carryovers must have adequate fund balance before the requests can be granted.

Each fund is detailed separately on the proposed carryover amendment list. There are three columns of dollar values. The first column contains the amount currently authorized for that line item in the 2022 budget. The second column is the amount of the proposed adjustment. The last dollar column shows what the new total of that particular line-item account will be if the amendments are adopted. Total lines are included to illustrate the grand total of the fund before and after the amendments. This is important since the budget is adopted by fund total and not by line-item detail. A brief explanation or description is also provided for each line-item of the form.

It is recommended that City Council review and adopt the ordinance amending the 2022 Budget.

ADVANTAGES:

1. The proposed adjustments to the 2022 Budget reflect more accurately the necessary requirements of each fund or adjustments made by City Council action.
2. The proposed adjustments ensure that the proper level of budget appropriations have been authorized to complete prior year projects and purchases.

DISADVANTAGES:

1. There are no significant disadvantages since there must be adequate fund balance to match the proposed carryover expenditure.

ORDINANCE NO. 1616

CITY OF LACEY

AN ORDINANCE AMENDING THE 2022 FISCAL YEAR BUDGET AND ORDINANCE NO. 1608 ADOPTING SAID BUDGET TO RE-APPROPRIATE 2021 BUDGETED AMOUNTS FOR PROJECTS NOT COMPLETED IN 2021 AND ADOPTING A SUMMARY FOR PUBLICATION.

WHEREAS, at the end of the 2021 fiscal year, certain funds which had been appropriated had not been spent because the programs, improvements, contracts or orders had not, as yet, been completed, and

WHEREAS, in order to complete such programs, projects and orders, and to pay the cost thereof, it is necessary that such funds be re-appropriated in the 2022 budget, NOW, THEREFORE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, AS FOLLOWS:

Section 1. The 2022 fiscal year budget and Ordinance No. 1608 adopting said budget are hereby amended in the manner set forth on Exhibit A, which is attached hereto and made a part hereof as though fully set forth at length.

Section 2. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. The Summary attached hereto is hereby approved for publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON,
on this 3rd day of March, 2022.

CITY COUNCIL

By: _____
Mayor

Approved as to form:

City Attorney

Attest:

City Clerk

SUMMARY FOR PUBLICATION

ORDINANCE NO. 1616

CITY OF LACEY

The City Council of the City of Lacey, Washington, passed on March 3, 2022, Ordinance No. 1616 entitled **“AN ORDINANCE AMENDING THE 2022 FISCAL YEAR BUDGET AND ORDINANCE NO. 1608 ADOPTING SAID BUDGET TO RE-APPROPRIATE 2021 BUDGETED AMOUNTS FOR PROJECTS NOT COMPLETED IN 2021 AND ADOPTING A SUMMARY FOR PUBLICATION.”**

A section by section summary of this ordinance is as follows:

Section 1 amends the 2022 fiscal year budget and Ordinance No. 1608, adopting said budget by re-appropriating funds from the 2021 fiscal year budget which were not expended because the programs, projects, contracts and orders were not completed in 2021.

Section 2 provides provisions for corrections.

Section 3 approves this summary.

A copy of the full text of this ordinance will be mailed without charge to any person requesting the same from the City of Lacey.

Published: March 7, 2022

2022 Budget Amendments - Ordinance No. 1616 Exhibit "A"

Account Numbers	Account Description	2022 Budget	Budget Amendment	2022 Budget as Amended	Comments
Current Expense Fund					
Revenues					
001-0000-308-0000	Beginning Cash	4,517,454	916,824	5,434,278	Beginning Cash
001-0000-374-6400	Capital Contributions/Dept. of Veterans Affairs	-	179,642	179,642	Veteran Affairs Outstation lease tenant improvements reimbursement (Fed. Veteran Affairs)
Total Current Expense Fund Revenues		48,715,881	1,096,467	49,812,348	
Expenditures					
001-0301-519-4920	Miscellaneous / Special Projects	25,000	8,666	33,666	Commission on Equity strategic plan
001-0302-519-4919	Miscellaneous / Neighborhood Grant Prog	60,000	16,183	76,183	Augment 2022 Neighborhood Grant Program
001-0304-511-4956	Miscellaneous / Youth Council	5,000	3,445	8,445	Youth Council Summit
001-0801-565-5801	Agreements / Affordable and Supportive Housing	110,374	110,374	220,748	Genesis House Project - CAC Support
001-0801-565-5827	Agreements / Senior Services	-	95,000	95,000	Senior Services Home Share Program
001-0805-565-3101	Supplies / Office & Operating Supply	12,942	2,829	15,771	Mayor's Gala - "Vans for Vets" Program (fuel and volunteer recognition)
001-0805-565-3101	Supplies / Office & Operating Supply	15,771	203	15,974	Mayor's Gala - Volunteer Recognition
001-0805-565-6001	Capital Outlays - Equipment	-	2,111	2,111	Mayor's Gala - Training and Meeting Room Equipment
001-0805-594-6502	Veterans Affairs Lease Improvements	-	179,642	179,642	Veteran Affairs Outstation Lease Improvements
001-1401-514-4101	Professional Services / Prof. Svc-Other	34,000	24,000	58,000	Central Square Naviline Training
001-2101-521-4101	Professional Services / Prof. Svc-Other	7,900	4,624	12,524	Police Station Needs Assessment Ph. 2
001-3601-519-4803	Repairs & Maintenance / Rep & Maint-Facilities	220,000	3,500	223,500	Upgrade Dust Collection System (Woodshop)
001-3701-558-4101	Professional Services / Prof. Svc-Other	32,000	68,814	100,814	Market Analysis - Comp Plan
001-3701-558-4920	Special Projects	280,000	25,000	305,000	Special Projects - Food Truck Site Plan
001-3701-558-4920	Special Projects	305,000	40,000	345,000	Special Projects - Incubator/Pub Market Feasibility
001-3701-558-4920	Special Projects	345,000	250,000	595,000	Capital Facilities Plan Update
001-3701-558-7000	Planning & Comm. Devel. / Economic Development	300,000	200,000	500,000	Springboard/Incubation/Entrepreneur
001-7401-574-3101	Supplies / Office & Operating Supply	2,750	15,000	17,750	Woodland Creek Food Forest Irrigation Meter
001-7401-574-4101	Professional Services - Other	123,220	47,075	170,295	Community Outreach and Engagement Specialist
Total Current Expense Fund Expenditures		48,715,881	1,096,467	49,812,348	
Building Improvement Fund					
Revenues					
301-0000-308-0000	Beginning Cash	300,000	3,174,505	3,474,505	Beginning Cash
Total Building Improvement Fund Revenues		2,314,265	3,174,505	5,488,770	
Expenditures					
301-0101-514-6003	Capital Outlays / Capital-Improvements	300,000	100,000	400,000	Electronic Door Hardware (security)
301-0101-514-6004	Capital Outlays / Capital Outlays - Buildings	-	2,991,477	2,991,477	Land for New Police Station Facility
301-0101-514-6004	Capital Outlays / Capital Outlays - Buildings	2,991,477	44,493	3,035,970	New Museum A/E
301-0101-514-6004	Capital Outlays / Capital Outlays - Buildings	3,035,970	31,035	3,067,005	Museum Well Decommissioning
301-0101-514-6004	Capital Outlays / Capital Outlays - Buildings	3,067,005	7,500	3,074,505	Salmon Safe Environmental Performance
Total Building Improvement Fund Expenditures		2,314,265	3,174,505	5,488,770	

Account Numbers	Account Description	2022 Budget	Budget Amendment	2022 Budget as Amended	Comments
Capital Equipment Fund					
Revenues					
302-0000-308-0000	Beginning Cash	1,180,792	1,302,931	2,483,723	Beginning cash
Total Capital Equipment Fund Revenues		2,073,556	1,302,931	3,376,487	
Expenditures					
302-0102-519-6404	Capital Outlays / Community Relations	-	123,232	123,232	Enterprise Content Management Solution
302-0102-519-6404	Capital Outlays / Community Relations	123,232	114,596	237,828	Enterprise Content Mgmt Implementation
302-0102-519-6404	Capital Outlays / Community Relations	237,828	24,297	262,125	Website Design Review and Upgrades
302-0102-519-6404	Capital Outlays / Community Relations	262,125	25,000	287,125	Veteran's Service HUB signage
302-0102-519-6406	Capital Outlays / Common Facilities	43,692	150,000	193,692	Affordable Housing - Surplus Property - Genesis House
302-0102-519-6406	Capital Outlays / Common Facilities	193,692	4,275	197,967	Furniture and Equipment for UB Supervisor
302-0102-519-6410	Capital Outlays / Police	596,670	211,320	807,990	Police Facility and Equipment Enhancements
302-0102-519-6410	Capital Outlays / Police	807,990	87,182	895,172	Police Position and Startup Officer Equipment
302-0102-519-6410	Capital Outlays / Police	895,172	45,806	940,978	Vehicle Computer Replacement and Outfitting
302-0102-519-6410	Capital Outlays / Police	940,978	13,490	954,468	Upgrade Security Camera Equipment
302-0102-519-6416	Capital Outlays / Parks and Recreation	-	7,024	7,024	Needle Deposit Boxes for Parks Restrooms
302-0102-519-6416	Capital Outlays / Parks and Recreation	7,024	8,000	15,024	Park Rules Signage
302-0102-519-6417	Capital Outlays / Capital-City Streets	29,301	24,675	53,976	Stump Grinder and Pavement Breaker Attachments for Mini Excavator
302-0104-559-6001	Capital Outlays / Economic Development	-	464,034	464,034	Woodland District
Total Capital Equipment Fund Expenditures		2,073,556	1,302,931	3,376,487	
Parks & Open Space Fund					
Revenues					
303-0000-308-0000	Beginning Cash	-	20,450	20,450	Beginning cash
Total Parks & Open Space Revenues		594,316	20,450	614,766	
Expenditures					
303-0106-576-6003	Capital Outlays / Capital Improvements	275,792	20,450	296,242	Greg Cuoio Community Park Master Plan
Total Parks & Open Space Expenditures		594,316	20,450	614,766	
RAC Capital Fund					
Revenues					
307-0000-308-0000	Beginning Cash	1,500,000	507,802	2,007,802	
Total RAC Capital Revenues		3,568,288	507,802	4,076,090	
Expenditures					
307-0106-576-6001	Capital Outlays / Capital Equipment	-	177,705	177,705	RAC Fencing (Softball Fields #1 and #2)
307-0106-576-6003	Capital Outlays / Capital Improvements	-	110,436	110,436	RAC Parking Lot Design
307-0106-576-6003	Capital Outlays / Capital Improvements	110,436	219,661	330,097	Security Camera System
Total RAC Capital Expenditures		3,568,288	507,802	4,076,090	

Account Numbers	Account Description	2022 Budget	Budget Amendment	2022 Budget as Amended	Comments
Wastewater Utility Fund					
Revenues					
402-0000-308-0000	Beginning Cash	-	60,859	60,859	
Total Wastewater Utility Fund Revenues		20,887,094	60,859	20,947,953	
Expenditures					
402-3501-535-6001	Capital Outlays / Capital Outlays - Equipment	-	45,800	45,800	New Vehicle Journey Level Tech (F250 with plow capability)
402-3503-535-3148	Supplies / Repairs and Maintenance	315,990	13,264	329,254	Submersible sewerage pump
402-3503-535-4801	Repairs and Maintenance - Equipment	5,500	1,795	7,295	Labor to install and monitor a new pump in Liftstation #52
Total Wastewater Utility Fund Expenditures		20,887,094	60,859	20,947,953	
Water Construction Fund					
Revenues					
410-0000-308-0000	Beginning Cash - Construction	15,699,943	3,573,254	19,273,197	Beginning cash
Total Water Construction Fund Revenues		24,843,368	3,573,254	28,416,622	
Expenditures					
410-3418-534-9001	Preliminary Engineering	4,293,875	48,374	4,342,249	Carry forward preliminary engineering cost various water construction projects
410-3418-534-9005	Construction Engineering	1,525,125	221,953	1,747,078	Carry forward construction engineering costs various water construction projects
410-3418-534-9013	Construction/Utilities	18,019,000	2,706,600	20,725,600	Carry forward utility construction costs various water construction projects
410-3418-534-9022	Purchase of Land	500,000	596,327	1,096,327	Carry forward utility construction costs various water construction projects
Total Water Construction Fund Expenditures		24,843,368	3,573,254	28,416,622	
Wastewater Construction Fund					
Revenues					
411-0000-308-0000	Beginning Cash - Construction	9,592,390	854,652	10,447,042	Beginning cash
Total Wastewater Construction Fund Revenues		12,145,000	854,652	12,999,652	
Expenditures					
411-3518-535-9001	Preliminary Engineering	2,939,375	10,000	2,949,375	Carry forward preliminary engineering cost various wastewater construction projects
411-3518-535-9005	Construction Engineering	702,000	63,349	765,349	Carry forward construction engineering costs various wastewater construction projects
411-3518-535-9013	Construction/Utilities	8,453,625	781,303	9,234,928	Carry forward utility construction costs various wastewater construction projects
Total Wastewater Construction Fund Expenditures		12,145,000	854,652	12,999,652	

Account Numbers	Account Description	2022 Budget	Budget Amendment	2022 Budget as Amended	Comments
Stormwater Construction Fund					
Revenues					
412-0000-308-0000	Beginning Cash - Construction	2,287	450,026	452,313	Beginning cash
Total Stormwater Construction Fund Revenues		1,477,258	450,026	1,927,284	
Expenditures					
412-4218-542-9001	Preliminary Engineering	387,000	22,506	409,506	Carry forward preliminary engineering cost various stormwater construction projects
412-4218-542-9004	Storm Drainage	908,375	6,189	914,564	Carry forward utility construction costs various stormwater construction projects
412-4218-542-9005	Construction Engineering	74,625	76,331	150,956	Carry forward construction engineering costs various stormwater construction projects
412-4218-542-9017	Purchase of Land	5,000	345,000	350,000	Carry forward construction engineering costs various stormwater construction projects
Total Stormwater Construction Fund Expenditures		1,477,258	450,026	1,927,284	
Equipment Rental					
Revenues					
501-0000-308-0000	Beginning Cash	231,344	129,981	361,325	Beginning cash
Total Equipment Rental Fund Revenues		3,572,885	129,981	3,702,866	
Expenditures					
501-4801-548-6002	Capital Outlays - Replacement	790,407	129,981	920,388	#392 Toro Mower
Total Equipment Rental Fund Expenditures		3,572,885	129,981	3,702,866	



LACEY CITY COUNCIL MEETING

March 3, 2022

SUBJECT: Greg Cuoio Park Phase 1A

RECOMMENDATION: Motion to award Lacey Contract Number PW 2022-06 to HBB Landscape Architecture from Seattle, Washington in the amount of \$734,321.00

STAFF CONTACT: Scott Spence, City Manager *SS*
Scott Egger, P.E., Public Works Director *SE*
Jennifer Burbidge, Parks, Culture, & Recreation Director *JB*
Lisa Hull, Project Administrator *LH*
Ashley Smith, P.E., Capital Projects Engineer *AS*

ORIGINATED BY: Public Works Department

ATTACHMENTS: 1. [Professional Services Agreement PW 2022-06](#)
2. [Concept Site Plan](#)

FISCAL NOTE: Funding is provided through source fund 303-0106-576.60-03. The contract value is \$734,321.00. The total budgeted amount is \$784,321.00. and includes project management, arborist review, and permitting.

A budget amendment will be needed in 2022.

PRIOR REVIEW: The Greg Cuoio Park Master Plan was approved at the February 3, 2022, City Council Meeting. It was discussed at several Park Board and City Council Worksessions and is a Council priority project.

BACKGROUND:

This contract provides for design services of initial development of Greg Cuoio Park, Phase 1A, to provide public access. Additional amenities included in this phase include: an 18-hole disc golf course, playground, and trail system covering approximately 100 acres.

HBB Landscape Architecture and their team of sub-consultants will provide architectural and engineering services for this project. The attached Professional Service Agreement is for comprehensive critical area delineation of disturbed areas, groundwater monitoring as it

pertains to stormwater design, survey, utility design to support future connections, roadway and trail alignment, plans and specifications suitable for bidding, permitting and construction grant assistance, cost estimating services, bid support and coordination, and construction administration support.

The project was advertised via a Request for Qualifications (RFQ) in August 2019 in accordance with chapter 39.80 RCW. HBB Landscape Architecture of Seattle, Washington was considered to be the most qualified firm and was awarded a Professional Services Agreement to complete the park master plan. The City reserved the opportunity as part of this original RFQ in 2019 to award subsequent design work for Greg Cuoio Park project to the selected consultant, if the City pursued this option. As a result, HBB Landscape Architecture provided a proposal for design work to provide public access to Greg Cuoio Park as part of Phase 1A.

ADVANTAGES:

1. HBB Landscape Architecture has completed work for the City with favorable outcomes.
2. Direct award will provide a reduced project schedule and cost savings due to the firm's familiarity with the project and site.

DISADVANTAGES:

1. None noted.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the City of Lacey, a code City of the State of Washington, hereinafter "City" and HBB Landscape Architecture, hereinafter "Consultant," jointly referred to as "Parties."

IN CONSIDERATION of the terms and conditions contained herein, the Parties agree as follows:

1. **Work to Be Performed.** Consultant shall provide all labor, services, and material to satisfactorily complete the Scope of Services, attached as Exhibit A.
 - A. **Administration.** The City Manager or designee shall administer and be the primary contact for Consultant. Prior to commencement of work, Consultant shall contact the City Manager or designee to review the Scope of Services, schedule, and date of completion. Upon notice from the City Manager or designee, Consultant shall commence work, perform the requested tasks in the Scope of Services, stop work, and promptly cure any failure in performance under this Agreement.
 - B. **Representations.** City has relied upon the qualifications of Consultant in entering into this Agreement. By execution of this Agreement, Consultant represents it possesses the ability, skill, and resources necessary to perform the work and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services. No substitutions of agreed-upon personnel shall be made without the prior written consent of City.

Consultant represents that the compensation as stated in paragraph 3 is adequate and sufficient for the timely provision of all professional services required to complete the Scope of Services under this Agreement.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in City-furnished information.
 - C. **Standard of Care.** Consultant shall exercise the degree of skill and diligence normally employed by professional consultants engaged in the same profession, and performing the same or similar services at the time such services are performed.
 - D. **Modifications.** City may modify this Agreement and order changes in the work whenever necessary or advisable. Consultant shall accept modifications when ordered in writing by the City Manager or designee, so long as the additional

work is within the scope of Consultant's area of practice. Compensation for such modifications or changes shall be as mutually agreed between the Parties. Consultant shall make such revisions in the work as are necessary to correct errors or omissions appearing therein when required to do so by City without additional compensation.

2. **Term of Contract.** This Agreement shall be in full force and effect upon execution and shall remain in effect until completion of all contractual requirements have been met as determined by City. Consultant shall complete its work by December 31st, 2023, unless the time for performance is extended in writing by the Parties.

Either Party may terminate this Agreement for material breach after providing the other Party with at least 10 days' prior notice and an opportunity to cure the breach. City may, in addition, terminate this Agreement for any reason by 10 days' written notice to Consultant. In the event of termination without breach, City shall pay Consultant for all work previously authorized and satisfactorily performed prior to the termination date.

3. **Compensation and Method of Payment.**

- A. The City shall pay Consultant for the performance of those services designated in Exhibit "A," an amount not to exceed \$734,321.00. If the description of services on Exhibit "A" designates additional services which may be requested by the City, said additional services will be paid for by the City at the rate set forth on Exhibit "A," which sum may exceed the "not to exceed" amount set forth above; however, said services will only be performed and compensated by the City after the City has directed such performance in writing.
- B. Payment by the City for services will only be made after the services have been performed, a voucher or invoice is submitted in the form specified by the City, and the same is approved by the appropriate City representative. Payment may be made on a monthly or other periodic basis and may be made on the basis of an estimate of the percentage of contract completion accomplished if said procedure is approved by the City.
- C. If an hourly rate of compensation or other means of measurement is set forth on Exhibit "A," the parties intend that said measurement shall be used up to the "not to exceed" figure set forth above.
- D. The City reserves the right to withhold payment under this Agreement for that portion of the work (if any) which is determined in the reasonable judgment of the City Manager or designee to be noncompliant with the Scope of Services, City standards, City Code, and federal or state standards.

4. **Notice.** Notices other than applications for payment shall be given in writing as follows:

TO THE CITY:

Name: Ashley Smith
Phone: (360) 413-4340
Address: 420 College St SE
Lacey, WA 98503

TO THE CONSULTANT:

Name: Juliet Vong
Phone: (206) 682-3659
Address: 2101 4th Ave, Suite 1800
Seattle, WA 98121

5. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws and regulations. Consultant warrants that its designs, construction documents, and services shall conform to all federal, state, and local statutes and regulations.

6. **Title VI Assurances.**

- A. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the City, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- B. The Consultant, with regard to the work performed during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations.

7. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.**

- A. By executing this Agreement, the Consultant certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission

of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

8. **Relationship of the Parties.** It is understood and agreed that Consultant shall be an independent contractor and not the agent or employee of City, that City is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of Consultant. Any and all employees who provide services to City under this Agreement shall be deemed employees solely of Consultant. The Consultant shall be solely responsible for the conduct and actions of all its employees under this Agreement and any liability that may attach thereto.
9. **Ownership of Documents.** All drawings, plans, specifications, and other related documents prepared by Consultant under this Agreement are and shall be the property of City, and may be subject to disclosure pursuant to chapter 42.56 RCW or other applicable public record laws. The written, graphic, mapped, photographic, or visual documents prepared by Consultant under this Agreement shall, unless otherwise provided, be deemed the property of City. City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, and copies in the form of computer files, for the City's use. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, drawings, images, or other material prepared under this Agreement, provided that Consultant shall have no liability for the use of Consultant's work product outside of the scope of its intended purpose.
10. **Records.** The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of Consultant's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.
11. **Insurance.** Consultant 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 Consultant, its agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. 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.
2. 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. City shall be named as an additional insured under Consultant's commercial general liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.
4. Professional liability insurance appropriate to Consultant's profession.

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of no less than \$1,000,000 per accident.
2. Commercial general liability insurance shall be written with limits no less than \$1,000,000 for each occurrence, and \$2,000,000 for general aggregate.
3. Professional liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions for automobile liability, professional liability, and commercial general liability insurance:

1. Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be in excess of Consultant's insurance and shall not contribute with it.
2. Consultant shall fax or send electronically in .pdf format a copy of insurer's cancellation notice within two business days of receipt by Consultant.

3. If Consultant maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.
 4. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving at least five business days' notice to Consultant to correct the breach, immediately terminate the Agreement, or at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, Consultant shall furnish acceptable insurance certificates to the City Clerk at the time Consultant returns the signed Agreement, which shall be Exhibit C. The certificate shall specify all of the parties who are additional insureds, and shall include applicable policy endorsements, and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to City. Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.
12. Indemnification and Hold Harmless. Consultant shall, at its sole expense, defend, indemnify, and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided by Consultant, Consultant's agents, subcontractors, subconsultants, and employees to the fullest extent permitted by law, subject only to the limitations provided below.

Consultant's duty to defend, indemnify, and hold City harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees pursuant to RCW 4.24.115.

Consultant's duty to defend, indemnify, and hold City harmless against liability for damages arising out of such services caused by the concurrent negligence of (a) City or City's agents or employees, and (b) Consultant, Consultant's agents, subcontractors, subconsultants, and employees shall apply only to the extent of the negligence of Consultant, Consultant's agents, subcontractors, subconsultants, and

employees.

Consultant's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the office of the City Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that Consultant's waiver of immunity under this provision extends only to claims against Consultant by City, and does not include, or extend to, any claims by Consultant's employees directly against Consultant.

Consultant hereby certifies that this indemnification provision was mutually negotiated.

13. **Waiver.** No officer, employee, agent, or other individual acting on behalf of either Party has the power, right, or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.
14. **Assignment and Delegation.** Neither Party shall assign, transfer, or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without prior written consent of the other Party.
15. **Maintain Critical Staff.** The parties agree that key project management and critical support staff are of utmost importance for the successful completion of the Agreement. For purposes of this Agreement the following are determined to be key project management and/or critical support staff:

A. Juliet Vong
B. Merit Oviir

Any changes in key management and/or critical support staff must be submitted in writing and approved the City prior to initiating the change. In the event any Key Project Management and/or Critical Support Staff are no longer directing and/or are involved with the project without written authorization, the City shall determine that as a violation of the Agreement and the Consultant is subject to termination in

accordance with Article 23 "Severability" of the Agreement.

16. **Subcontracts.** Except as otherwise provided herein, Consultant shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of City.
17. **Confidentiality.** Consultant may, from time-to-time, receive information which is deemed by City to be confidential. Consultant shall not disclose such information without the prior express written consent of City or upon order of a court of competent jurisdiction.
18. **Jurisdiction and Venue.** This Agreement is entered into in Thurston County, Washington. Disputes between City and Consultant shall be resolved in the Superior Court of the State of Washington in Thurston County. Notwithstanding the foregoing, Consultant agrees that it may, at City's request, be joined as a party in any arbitration proceeding between City and any third party that includes a claim or claims that arise out of, or that are related to Consultant's services under this Agreement. Consultant further agrees that the Arbitrator(s)' decision therein shall be final and binding on Consultant and that judgment may be entered upon it in any court having jurisdiction thereof.
19. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its attorney's fees and costs of such litigation (including expert witness fees).
20. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.
21. **Anti-kickback.** No officer or employee of City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
22. **Business Registration.** Consultant shall register with the City as a business prior to commencement of work under this Agreement if it has not already done so.
23. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

The Parties have executed this Agreement this day of _____, 20__.

CITY OF LACEY

CONSULTANT:

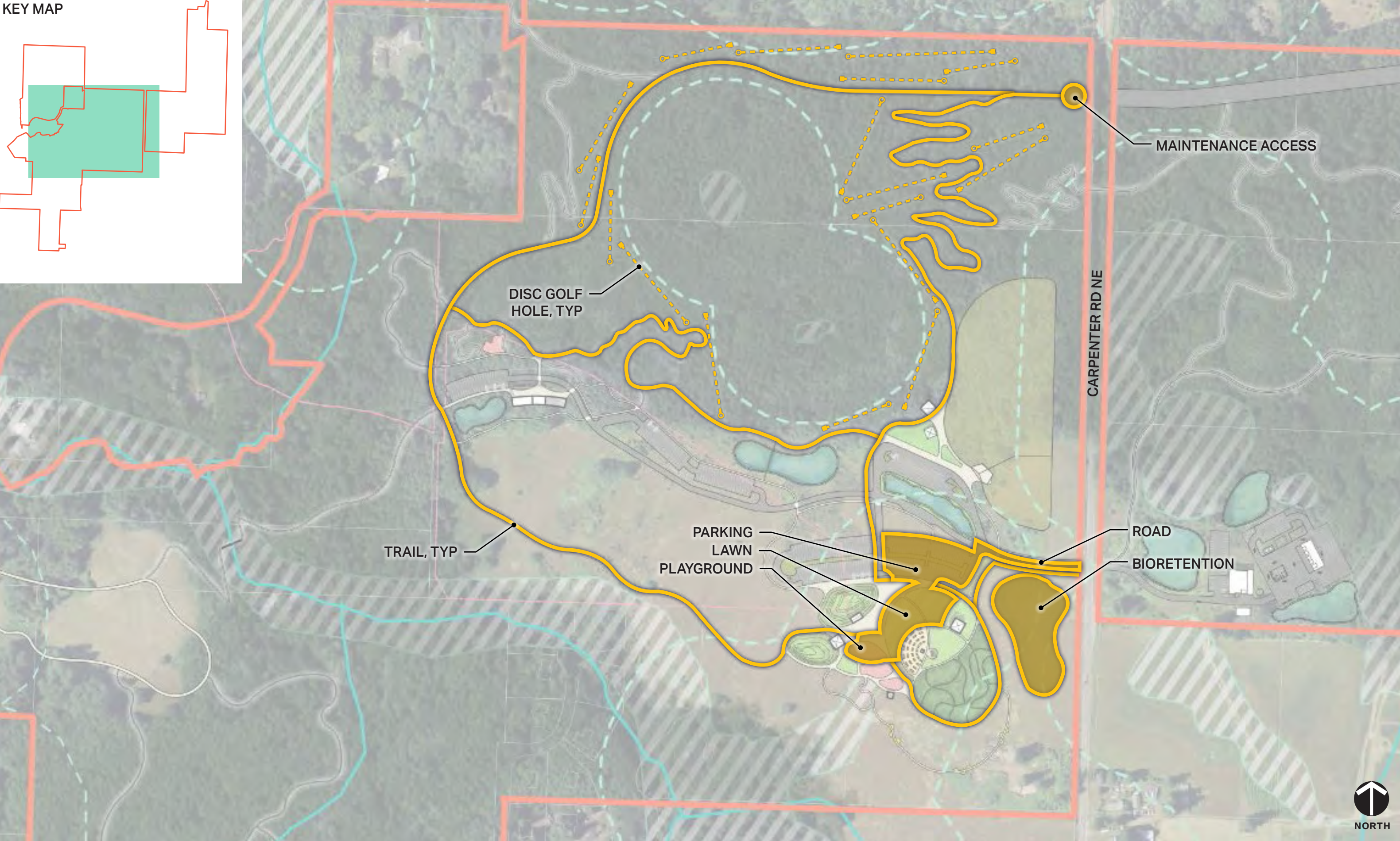
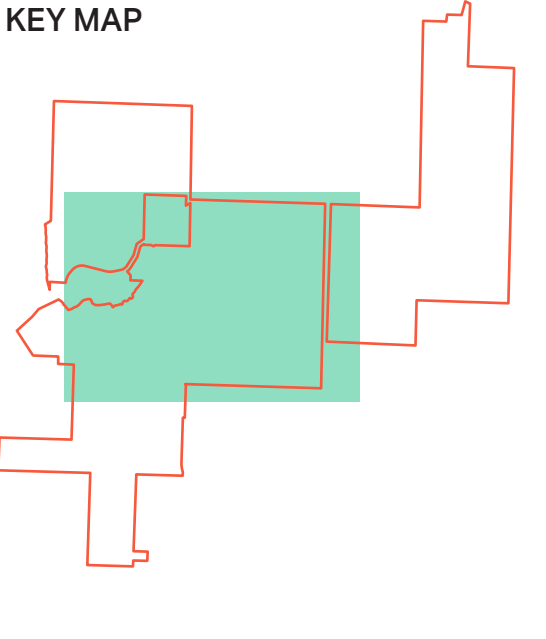
By: _____
Scott Spence
City Manager
City of Lacey

By: _____
Merit Oviir
President
HBB Landscape Architecture

Approved as to form:

David Schneider
City Attorney

KEY MAP



GREG CUOIO PARK & GREENWAYS | PHASE 1A IMPROVEMENTS
JANUARY, 2022

FINANCE & ECONOMIC DEVELOPMENT COMMITTEE MINUTES

JANUARY 25, 2022

8:31 A.M. – 9:28 A.M.

REMOTE ONLY

To hear the full discussion of a specific topic, or the complete meeting, you may watch the video-stream available on the City of Lacey's YouTube Channel: <https://youtu.be/IADoi86s15g>

COUNCIL PRESENT: MAYOR RYDER (CHAIR), DEPUTY MAYOR MILLER (LOGGED ON AT 8:37 A.M.), COUNCILMEMBER GREENSTEIN

STAFF PRESENT: SCOTT SPENCE, TROY WOO, RICK WALK, WESLEY NGUYEN, ELISSA FONTAINE

ACTION: APPROVE FINANCE & ECONOMIC DEVELOPMENT COMMITTEE AGENDA
MOTION: MOTION MADE, SECONDED, AND CARRIED BY COUNCILMEMBER GREENSTEIN AND MAYOR RYDER

ELECT COMMITTEE CHAIR

PRESENTER: COMMITTEE MEMBERS

ACTION: ELECT MAYOR RYDER AS CHAIR OF THE FINANCE AND ECONOMIC DEVELOPMENT COMMITTEE

MOTION: MOTION MADE AND SECONDED BY COUNCILMEMBER GREENSTEIN AND MAYOR RYDER. MOTION CARRIED.

Councilmember Greenstein nominated Mayor Ryder as Chair for the Finance & Economic Development Committee.

4TH QUARTER 2021 INVESTMENT REPORT

STAFF: TROY WOO, FINANCE DIRECTOR

ACTION: INFORMATION ONLY

Troy Woo, Finance Director, presented the 4th Quarter 2021 Investment Report. The main components of the quarterly report included the following:

- The report opens with a market commentary, market outlook, current investment policy compliance report, and recommendations for the City's investment strategy.
- Investment policy compliance report.
- Quarterly asset allocation changes and historical balances.

- A summary of the City's total invested funds including information relating to types, maturities, and investment activity, investment earnings and accruals that occurred during the report period.

The City's core fund portfolio outperformed the investment strategy benchmarks. The core fund net total return for the quarter was -0.45 percent. The benchmark total return for the period was -0.55 percent.

INVESTMENT STRATEGY AND POLICY UPDATES

STAFF: TROY WOO, FINANCE DIRECTOR

ACTION: INFORMATION ONLY

Troy Woo, Finance Director, presented proposed changes to the City's Investment Policy.

The recommended amendments to the investment policy are related to recent updates to the State's investment policy. The policy recommendations are intended to add clarity and to follow the State statutes more closely.

The proposed changes to the City's Investment Policy will be presented to the full Council at a future regular meeting.

BIPOC BUSINESS STARTUP TRAINING PROGRAM

STAFF: RICK WALK, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR

WESLEY NGUYEN, ECONOMIC DEVELOPMENT COORDINATOR

ACTION: INFORMATION ONLY

Staff presented the proposed Black Indigenous and People of Color (BIPOC) Business Startup Training Program for 2022, using unspent funds from the 2021 Scale-Up contract.

The program will serve entrepreneurs and business owners throughout the City with a focus on underserved communities to help foster innovation and create wealth building opportunities. Upon completion, participants can apply to the SPSCC Growth & Innovation Fund, and coaching/mentorship for one year.

Staff recommend entering into a contract with Thurston EDC to manage the BIPOC training program.

The proposed budget amendment and agreement will be presented to the full Council at a future meeting.

GENERAL GOVERNMENT & PUBLIC SAFETY COMMITTEE
JANUARY 25, 2022
9:32 A.M. – 10:29 A.M.
REMOTE ONLY

To hear the full discussion of a specific topic, or the complete meeting, you may watch the video-stream available on the City of Lacey's YouTube Channel: <https://youtu.be/V9aAW2a-tBA>

COUNCIL PRESENT: COUNCILMEMBER GREENSTEIN (CHAIR), MAYOR RYDER,
COUNCILMEMBER KUNKEL (LOGGED ON AT 9:37 A.M.)

STAFF PRESENT: SCOTT SPENCE, ROBERT ALMADA, SCOTT EGGER, ROBERT HOLLIS,
DAVE SCHNEIDER, SCOTT DEVLIN, RUSSELL GREER, JAMIE OAKLAND,
ELISSA FONTAINE

ACTION: APPROVE THE GENERAL GOVERNMENT & PUBLIC SAFETY COMMITTEE
AGENDA
MOTION: MOTION MADE, SECONDED, AND CARRIED BY MAYOR RYDER AND
COUNCILMEMBER GREENSTEIN

ELECT COMMITTEE CHAIR

PRESENTERS: COMMITTEE MEMBERS

ACTION: ELECT COUNCILMEMBER GREENSTEIN AS CHAIR OF THE GENERAL
GOVERNMENT & PUBLIC SAFETY COMMITTEE
MOTION: MOTION MADE AND SECONDED BY MAYOR RYDER AND COUNCILMEMBER
GREENSTEIN. MOTION CARRIED.

Mayor Ryder nominated Councilmember Greenstein as Chair of the General Government and Public Safety Committee.

INTRODUCTION OF NEW DEPUTY CHIEF OF POLICE

STAFF: ROBERT ALMADA, CHIEF OF POLICE
ROBERT HOLLIS, DEPUTY CHIEF OF POLICE
ACTION: INFORMATION ONLY

Chief Almada introduced Deputy Chief Robert Hollis to Committee members.

The Deputy Chief began his duties with the Lacey Police Department on December 8, 2021. He comes to Lacey with over 20 years of law-enforcement experience, most recently with the Kent Police Department, where he served as a commander in charge of race, equity, and inclusion initiatives.

LACEY POLICE DEPARTMENT 2020 CRIME RECAP AND 2021 CRIME STAT PREVIEW

STAFF: ROBERT ALMADA, CHIEF OF POLICE

ACTION: INFORMATION ONLY

Chief Almada presented the 2020 Crime Recap and previewed the preliminary 2021 Crime Statistics.

The presentation included the following highlights:

- 2020 & 2021 Lacey Police Department Activity
- 2020 Crime Rate Data
- Preliminary 2021 Crime Data & Crime Trends
- Pandemic and Legislative Impacts

The Chief of Police highlighted how Lacey Police Department is committed to de-escalation tactics and using the least amount of force necessary. It was noted that Lacey Officers responded to 38,364 incidents in 2021, and use of force was only used on 38 occasions. This results in the Lacey Police Department using force in approximately 3% of all arrests in 2021.

Staff expressed a need for endorsement of HB 2037, a bill modifying the standard for use of force by peace officers.

TREE MAINTENANCE PROGRAM

STAFF: RUSSELL GREER, SENIOR MAINTENANCE TECHNICIAN

ACTION: INFORMATION ONLY

Staff presented an overview of the Public Works Parks Maintenance Tree Program. The Parks Department maintains 416 acres of urban forest on developed and undeveloped park property.

Responsibilities include:

- Lacey Parks (Urban Forest)
- Lacey Owned Property and Facilities
- Right of Way Trees on select Arterials

Staff presented an overview the following areas of tree maintenance:

- Hazard Identification
- Planting & Replacements
- Pruning
- Infrastructure Damage Remediation

Next steps for the Tree Maintenance Program include the following:

- Five (5) additional crewmembers obtaining ISA Arborists certification.
- Ongoing capital improvement projects to replace damaged sidewalks.
- Planting a wider variety of forest trees to support climate change and pest resistant.

LAND USE & ENVIRONMENT COMMITTEE

JANUARY 25, 2022

10:34 A.M. – 11:10 A.M.

REMOTE ONLY

To hear the full discussion of a specific topic, or the complete meeting, you may watch the video-stream available on the City of Lacey's YouTube Channel: <https://youtube.com/watch?v=8GeVAigr2XM>

COUNCIL PRESENT: COUNCILMEMBER COX (CHAIR), COUNCILMEMBER GREENSTEIN,
COUNCILMEMBER VAZQUEZ (LOGGED ON FROM 10:38 A.M. -11:02 A.M.)

STAFF PRESENT: SCOTT SPENCE, RYAN ANDREWS, ELISSA FONTAINE

ACTION: APPROVE THE LAND USE & ENVIRONMENT COMMITTEE AGENDA
MOTION: MOTION MADE, SECONDED, AND CARRIED BY COUNCILMEMBERS GREENSTEIN
AND COX

ELECT COMMITTEE CHAIR

PRESENTERS: COMMITTEE MEMBERS

ACTION: ELECT COUNCILMEMBER COX AS CHAIR OF THE LAND USE & ENVIRONMENT
COMMITTEE.

MOTION: MOTION MADE AND SECONDED BY COUNCILMEMBERS GREENSTEIN AND COX.
MOTION CARRIED.

Councilmember Greenstein nominated Councilmember Cox as Chair of the Land Use & Environment Committee.

PARKING AMENDMENTS – LMC 16.72 AND 16.73

STAFF: RYAN ANDREWS, PLANNING MANAGER

ACTION: INFORMATION ONLY

Ryan Andrews, Planning Manager, presented amendments to LMC 16.72 relating to parking standards for multi-family uses, and LMC 17.73 relating to parking standards for electric vehicles.

The full Council will formally consider the Planning Commission recommendations at the February 17, 2022, Council meeting.

Councilmember Greenstein requested the proposed amendments be presented to the full Council as two separate ordinances.

TRANSPORTATION COMMITTEE MINUTES

FEBRUARY 1, 2022

11:00 A.M. – 11:48 A.M.

REMOTE ONLY

To hear the full discussion of a specific topic or the complete meeting, you may watch the video-stream available on the City of Lacey's YouTube Channel: https://youtu.be/diWJkCB_wMc

COUNCIL PRESENT: COUNCILMEMBERS MILLER (CHAIR), STEADMAN, AND VAZQUEZ

STAFF PRESENT: SCOTT SPENCE, SCOTT EGGER, DAVE SCHNEIDER, SCOTT DEVLIN
MARTIN HOPPE, SCOTT JOHNSTON, PERI EDMONDS

The agenda was amended to add *Elect Committee Chair* as the first agenda item.

ACTION: APPROVE AMENDED TRANSPORTATION COMMITTEE AGENDA

MOTION: MOTION MADE, SECONDED AND CARRIED BY COUNCILMEMBERS
STEADMAN AND VAZQUEZ

ELECT COMMITTEE CHAIR

PRESENTER: COMMITTEE MEMBERS

ACTION: ELECT DEPUTY MAYOR MILLER AS CHAIR OF THE TRANSPORTATION
COMMITTEE

MOTION: MOTION MADE AND SECONDED BY COUNCILMEMBER STEADMAN AND
VAZQUEZ. MOTION CARRIED.

Councilmember Steadman nominated Deputy Mayor Miller as Chair of the
Transportation Committee.

LEBANON STREET UPDATE

STAFF: MARTIN HOPPE, TRANSPORTATION MANAGER

ACTION: INFORMATION ONLY

Martin Hoppe, Transportation Manager, provided an update on the Lebanon Street
traffic calming efforts from Lacey Boulevard to 20th Avenue.

Staff advised a voting period was implemented for the neighborhood to approve or
deny the permanent installation of traffic calming barriers. The Traffic Calming Policy
requires 60% support votes, and staff noted the votes received did not reach the
level of support needed.

The most recent voting summary detailed the following:

- Voting Parcels: 40
- Votes Returned: 24
- Voting Percentage: 60%
- Total Votes
 - o Yes: 11 (45.8%)
 - o No: 13 (54.2%)

Next steps:

- A letter will be mailed to voting parcels, letting them know of the vote and what next steps will be.
- Barriers will be removed based on the voting results and pursuant to Policy.

Staff will report an update to the Committee after the notice has been sent out and barriers taken down.

2021-2022 HOLIDAY SNOW RESPONSE

STAFF: SCOTT DEVLIN, OPERATIONS MANAGER

ACTION: INFORMATION ONLY

An update on the 2021-2022 holiday snow response, highlighting the most recent snow events from December 25, 2021, through January 3, 2022 was presented. Efforts from staff volunteers, overnight crews and all divisions who stepped up to aid the City's response were detailed.

The storm response resulted in 5,600 lane miles of road plowed, deiced and/or sanded, and 650 labor hours. The cost of materials used, supply shortages, labor hours, and challenges faced was reviewed.

Staff thanked the Lacey Police Department, Public Affairs, Administrative and Maintenance staff for all the efforts provided in response to the 2021-2022 snow storm.

COMMUNITY RELATIONS & PUBLIC AFFAIRS COMMITTEE MINUTES

FEBRUARY 7, 2022

11:00 A.M. – 11:20 A.M.

REMOTE ONLY

To hear the full discussion of a specific topic, or the complete meeting, you may watch the video-stream available on the City of Lacey's YouTube Channel: <https://youtu.be/J1Lzua44MR4>

COUNCIL PRESENT: COUNCILMEMBERS STEADMAN (CHAIR), COX, AND KUNKEL

STAFF PRESENT: SCOTT SPENCE, JENNY BAUERSFELD, NICOLE WILLIAMS, ELISSA FONTAINE

ACTION: APPROVE COMMUNITY RELATIONS & PUBLIC AFFAIRS COMMITTEE
AGENDA

MOTION: MOTION MADE, SECONDED AND CARRIED BY COUNCILMEMBERS
KUNKEL AND COX

LACEY NEIGHBORHOOD ASSOCIATION GRANT PROGRAM

STAFF: JENNY BAUERSFELD, COMMUNITY RELATIONS SPECIALIST

ACTION: INFORMATION ONLY

Jenny Bauersfeld, Community Relations Specialist, presented a review of the Lacey Neighborhood Association Grant Program.

Council previously approved \$60,000 for the 2022 Grant Program. Staff highlighted Grant Eligibility Requirements; Categories and Guidelines.

Staff also reviewed 2021 Grant Data and provided the following timeline and information for the 2022 Grant Program:

- Application deadline: April 1, 2022
- Notice of funding: Week of April 18-22, 2022
- Project completion by: December 31, 2022
- New guideline includes probation for incomplete projects.
 - o If a project is not completed by the deadline and results in unused grant funds, the HOA will not be able to participate in the following year's grant program.

WASHINGTON CENTER – USE OF THE CITY’S FREE DAY

STAFF: NICOLE WILLIAMS, EXECUTIVE ASSISTANT
ACTION: INFORMATION ONLY

Nicole Williams, Executive Assistant, reviewed the City’s Free Day in coordination with the Washington Center.

The Washington Center is now open for in person events after being closed during the pandemic. The City can start accepting applications from non-profit organizations for use of the free day in 2023.

Staff advised the application deadline is July 31, 2022, and next steps include a press release to advise the community that applications are now being accepted.

UTILITIES COMMITTEE MINUTES
FEBRUARY 7, 2022
12:00 P.M. – 12:33 P.M.
REMOTE ONLY

To hear the full discussion of a specific topic, or the complete meeting, you may watch the video-stream available on the City of Lacey's YouTube Channel: <https://youtu.be/VvN6Rt1sSkU>

COUNCIL PRESENT: COUNCILMEMBERS KUNKEL (CHAIR), STEADMAN, AND COX

STAFF PRESENT: SHANNON KELLEY-FONG, TOM FAYE, ELISSA FONTAINE

ACTION: APPROVE UTILITIES COMMITTEE AGENDA

MOTION: MOTION MADE, SECONDED AND CARRIED BY COUNCILMEMBERS STEADMAN AND COX

STEP GRINDER MAINTENANCE

STAFF: TOM FAYE, WASTEWATER SENIOR MAINTENANCE TECH

ACTION: INFORMATION ONLY

Tom Faye, Wastewater Senior Maintenance Tech, provided Committee members with a presentation on STEP (Septic Tank Effluent Pumping) & Grinder Maintenance Programs.

Topics included a detailed review of STEP and Grinder systems' history, performance and the efficiency of the City's preventive maintenance programs. The Wastewater Team's efforts, responsibilities and accomplishments were also emphasized.

Staff also advised that in an effort to educate Lacey citizens on the dangers of flushing wipes and FOG (fats, oils, and grease), the City distributes FOG kits to customers connected to City sewer. Education "hard hats" are also handed out to children at City events and while crews are working in the field.