



**CITY COUNCIL**  
VIRGIL CLARKSON  
*Mayor*  
JASON HEARN  
*Deputy Mayor*  
JEFF GADMAN  
LENNY GREENSTEIN  
RON LAWSON  
CYNTHIA PRATT  
ANDY RYDER  
**CITY MANAGER**  
SCOTT SPENCE

**LACEY CITY COUNCIL AGENDA**  
**AUGUST 22, 2013**  
**7:00 P.M.**  
**420 COLLEGE STREET, LACEY CITY HALL**

**CALL TO ORDER:**

1. PLEDGE OF ALLEGIANCE
2. APPROVAL OF AGENDA & CONSENT AGENDA ITEMS\*
  - A. [Worksession Minutes of July 18, 2013](#)
  - B. [Worksession Minutes of August 1, 2013](#)
  - C. [Council Minutes of August 8, 2013](#)

*\* 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:**

- A. Recognition of Jason Agtarap as youth representative on Parks Board
- B. Recognition of Ariana Rivera as youth representative on Historical Commission
- C. Recognition of Museum Volunteers
- D. Commendation to Samantha Robinson (*Dusty Pierpoint*)

**4. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA\***

*\*The City Council will allow comments under this section on items **NOT** already on the agenda. Where appropriate, the public will be allowed to comment on agenda items as they are addressed during the meeting.*

**5. PUBLIC HEARING:**

**6. PROCLAMATION:**

**7. REFERRAL FROM PLANNING COMMISSION:**

**8. REFERRAL FROM HEARINGS EXAMINER:**

**9. RESOLUTIONS:**

- A. [Resolution declaring Sole Source and authorizing City Manager to sign a contract for the supply of Centracs Advanced Transportation Management System and upgrades to the City's Computer System and Community Network for Traffic Signal Equipment](#)  
(*Scott Egger*)
- B. Authorize City Manager to sign Washington State Department of Transportation Participating Agreement for signal controls and cabinets in Lacey (GCB 1070)

**10. ORDINANCES:**

**11. MAYOR'S REPORT:**

- A. Appoint Robert Kowalski as youth representative on Parks Board
- B. Appoint Jessica Hartley as youth representative on Library Board
- C. Appoint Susan Goff to a 1<sup>st</sup> term on Historical Commission
- D. Reappoint Kimberley Bauman and Rosalie Raps Melnick to Historical Commission

**12. CITY MANAGER'S REPORT:**

- A. [Utility Lockbox Services Contract](#) (Troy Woo)

**13. STANDING GENERAL COMMITTEE:**

- A. [Utilities Committee](#) (08.02.13)
- B. [Community Relations & Public Affairs Committee](#) (08.05.13)  
**Action:** Approve Washington Center Request
- C. [Land Use Committee](#) (08.05.13)

**14. OTHER BUSINESS:**

**15. BOARDS, COMMISSIONS, AND COMMITTEE REPORTS:**

- A. Mayor Virgil Clarkson:
  - 1. Intercity Transit Authority (IT)
  - 2. Mayors' Forum
  - 3. Thurston Regional Planning Council (TRPC)
- B. Deputy Mayor Jason Hearn:
  - 1. Joint Animal Services Commission (JASCOM)
  - 2. HTPA-Human Trafficking
- C. Councilmember Cynthia Pratt:
  - 1. Energy Advisory Committee
  - 2. LOTT
  - 3. Olympic Region Clean Air Agency (ORCAA)
  - 4. Thurston Council for Children & Youth
- D. Councilmember Andy Ryder:
  - 1. Business Resource Center
  - 2. Economic Development Council (EDC)
  - 3. Transportation Policy Board (TPB)
  - 4. Visitor & Convention Bureau (VCB)
- E. Councilmember Ron Lawson:
  - 1. Community Action Council (CAC)
  - 2. Solid Waste Advisory Committee (SWAC)
- F. Councilmember Jeff Gadman:
  - 1. Health & Human Services Council (HHSC)
  - 2. HOME Consortium
  - 3. Regional Sustainability Task Force
  - 4. Thurston County Law & Justice Council
- G. Councilmember Lenny Greenstein:
  - 1. Emergency Medical Services (EMS)
  - 2. TCOMM911
  - 3. Water Resource Inventory Area 11 (WRIA)

**16. ADJOURN**

**MINUTES OF LACEY CITY COUNCIL WORKSESSION**  
**THURSDAY, JULY 18, 2013**  
**LACEY CITY HALL**  
**7:00 P.M.**

**COUNCIL PRESENT:** Virgil Clarkson, Jason Hearn, Andy Ryder, Ron Lawson, Jeff Gadman, Cynthia Pratt, Lenny Greenstein

**STAFF PRESENT:** S. Spence, R. Walk, D. Schneider, T. Woo, C. Litten, S. Egger, L. Gotelli, R. Andrews, S. Schelling

**COUNCILMEMBER LAWSON MOVED TO APPROVE THE AGENDA. COUNCILMEMBER RYDER SECONDED. MOTION CARRIED.**

**COUNCIL RETREAT DISCUSSION**

Scott Spence, City Manager, stated at the April 12, 2013, Lacey City Council/Staff Retreat, Council agreed that the topic of Business Development – Strategies & Options be discussed in more detail at an upcoming worksession. The purpose of this meeting is to prioritize specific actions which will promote the City of Lacey's business development goals.

Council discussed business development strategies and goals for the City of Lacey. It was agreed that the following strategies should be pursued:

Woodland District Strategic Plan

- Development of Form-Base Codes in Woodland District.
- Research Multifamily Tax Exemption Program.
- The feasibility of incentives such as reduced development and mitigation fees.
- A branding process to promote the District.
- Pursue other initiatives identified in the Strategic Plan when opportunity presents itself.

Signage

- Add review of sign code for upcoming Planning Commission work program
- Focusing the sign code review on:
  - Improving storefront and business identity and recognition.
  - Improving opportunities for in line commercial spaces to project across parking lots to street (sandwich boards, special event signage, street side signage etc.).
  - Creating aesthetic character City wide and at District level (Woodland, HPBD, etc).
  - Developing standards tailored specific to commercial scale and audience such as pedestrian, collector (restaurants, personal services), arterial (grocery, home improvement stores) and interstate signage (South Sound Center and HPBD).

### Economic Analysis

- A market study of the City of Lacey to provide a comprehensive economic analysis, and strategy building off the economic cluster analysis completed by Economic Development Council of Thurston County.

### Economic Recruitment

- Explore options for economic recruitment that can attract retailers to Lacey as well as industrial users or other job creating enterprises.

### Nisqually Indian Tribe Partnership

- Continue to develop and strengthen relationship between the Lacey City Council and the Nisqually Indian Tribe.

### Engaging Lacey Business Community

- Potential for starting a business roundtable to hear perspectives from business community.
- Work with Lacey Chamber of Commerce to engage in more frequent discussion with specific businesses or groups of businesses by Lacey City Council.

**COUNCILMEMBER GADMAN MOVED TO ADJOURN THE MEETING.  
COUNCILMEMBER PRATT SECONDED. MOTION CARRIED.**

Mayor Clarkson adjourned the meeting at 8:55 p.m.

**MINUTES OF LACEY CITY COUNCIL WORKSESSION  
THURSDAY, AUGUST 1, 2013  
LACEY CITY HALL  
7:00 P.M.**

**COUNCIL PRESENT:** Virgil Clarkson, Ron Lawson, Jeff Gadman, Cynthia Pratt,  
Lenny Greenstein

Council Excused: Jason Hearn, Andy Ryder

**STAFF PRESENT:** S. Spence, D. Schneider, T. Woo, S. Egger, L. Gotelli, P.  
Brooks, L. Flemm, B. DiLeonardo, C. Litten

**COUNCILMEMBER GREENSTEIN MOVED TO APPROVE THE AGENDA. COUNCILMEMBER PRATT SECONDED. MOTION CARRIED.**

**COMPREHENSIVE EMERGENCY MANAGEMENT PLAN**

Scott Egger, Public Works Director, presented a draft of the Comprehensive Emergency Management Plan to the Council for review and comment.

All independent local emergency management organizations in the state of Washington are required to develop a Comprehensive Emergency Management Plan (CEMP). The CEMP addresses the four phases of emergency management, which are mitigation, preparedness, response, and recovery.

The City of Lacey last updated its CEMP in 2004; the 2013 update must be submitted to the Washington State Emergency Management Division no later than December 31, 2013. Once submitted, it will be reviewed within 45 days, with 20 days provided to correct any non-conformance issues. The CEMP aligns the City's emergency response structure with the National Response Framework (NRF) and the National Incident Management System (NIMS).

Primary revisions include changing the name of the Emergency Operations Center (EOC) to the Emergency Coordination Center (ECC); providing additional specificity regarding roles and responsibilities of the three ECC divisions: the policy team, the ECC management team, and the city's emergency services committee; and ensuring greater alignment with the national incident command structure.

Council's role during a disaster include the following actions:

- ✓ Approve a Declaration of Emergency after the Governor declares a disaster
- ✓ Provide policy support for recovery and rebuilding issues that arise during Type 1 & 2 disasters
- ✓ Assist with media representation and communication

- ✓ Coordinate with elected officials from other jurisdictions

Staff will periodically brief Council to keep them informed in order to make policy decisions, as needed. A quick reference handbook will be provided to the Council, including information related to emergency contacts, emergency action checklist, emergency declaration form, and applicable city, state and federal laws.

Staff requests that Council approve a Letter of Promulgation to approve the City's Comprehensive Emergency Management Plan. This action will qualify the City for emergency funding as required by Homeland Security.

**COUNCILMEMBER GADMAN MOVED TO FORWARD A RECOMMENDATION TO FULL COUNCIL TO APPROVE THE LETTER OF PROMULGATION AND A RESOLUTION TO ADOPT THE COMPREHENSIVE EMERGENCY MANAGEMENT PLAN. COUNCILMEMBER GREENSTEIN SECONDED. MOTION CARRIED.**

### **Tanglewilde East Update**

Peter Brooks, Water Resources Manager, provided an update on the status of wastewater management in the Tanglewilde East Sewer Association.

The cost to convert from community septic to Lacey sewer for the Tanglewilde Association would be approximately \$10,000 per connection. The system operator has saved approximately \$700,000 in cash reserves that could be used to offset the cost of connecting to the City's sewer system. A majority of residents (75%) have petitioned the City to connect to its sewer system and to form a ULID as a financing tool.

As the City moves forward with the project, there is an opportunity for residents along Skokomish Way NE to connect to the new sewer pipe that will be laid in 2013. However, they would need to pay upfront for their share of construction costs for the installation of the new sewer main and service lines.

Scott Egger, Public works Director, clarified that one ULID would be formed, but costs would be tracked separately. If residents of Skokomish Way do not convert to sewer, they will still be required to pay construction costs. When they do connect to sewer, they will pay a connection fee. If a majority vote is not reached, and the Department of Health requires residents to convert from septic to sewer, the City could set up latecomer agreements as residents connect to the sewer line.

Peter reported that to date, 49% of the residents on Skokomish Way NE have voted yes to connect to sewer and form a ULID. Only one more vote is needed for a 50% majority to move forward.

Staff is requesting that Council approve a ULID ordinance for Skokomish Way, if a majority of residents on Skokomish Way NE vote yes to connect to sewer and form a ULID.

**COUNCILMEMBER GREENSTEIN MOVED TO RECOMMEND TO FULL COUNCIL THE ADOPTION OF AN ORDINANCE TO FORM A ULID IF A MAJORITY VOTE OF 50% IS REACHED BY RESIDENTS ON SKOKOMISH WAY NE . COUNCILMEMBER LAWSON SECONDED. MOTION CARRIED.**

### **Review Reserve Designation**

Troy Woo, Finance Director, the Governmental Accounting Standards Board (GASB) requires the City to identify reserves under the following classifications for fund balances:

- Non-spendable
- Restricted
- Committed
- Assigned
- Unassigned

It has been two years since the City Council determined the initial fund balance designations. Some of the designations have been expended as directed and the City Council has identified new priorities. The timing is appropriate for the City Council to review its fund balance designations. Staff has identified funding balances for new Council priorities.

It is requested that the Council review the current fund balances and reserves, confirm or propose changes to the fund balance classifications for adoption by ordinance at a future Council meeting. The ordinance establishes fund balance designations as provided by Governmental Accounting Standards Board (GASB), rescinds Resolution No. 974, restricts amendments of committed fund balances to formal action by Council, authorizes the City Manager or Finance Director to categorize fund balances as assigned, and commits portions of governmental fund balances.

The proposed fund balance designations based on either the City Council's intent or priorities, or external restrictions that have been changed from assigned to committed, include:

Gateway Project Civic Center/Library Development  
Gateway Project Property Acquisition  
Regional Athletic Field Replacement  
Economic Development Partnerships  
Street Improvements – 2014 & 2015 Street Overlay  
Wayfinding Project

The proposed ordinance will advance to the City Council for approval once certain 2013 lodging tax legislation determinations are made.

**FOLLOWING DISCUSSION, COUNCILMEMBERS AGREED WITH STAFF RECOMMENDATIONS OF THE PROPOSED FUND BALANCE DESIGNATIONS FOR 2014.**

Mayor Clarkson adjourned the meeting at 9:00 p.m.

**MINUTES OF A REGULAR MEETING OF THE  
LACEY CITY COUNCIL HELD THURSDAY,  
AUGUST 8, 2013, IN LACEY COUNCIL  
CHAMBERS.**

- CALL TO ORDER: Mayor Clarkson called the meeting to order at 7:00 p.m.
- PLEDGE OF ALLEGIANCE: Former Lacey Mayor, Nancy Peterson, led the pledge of allegiance.
- COUNCIL PRESENT: V. Clarkson, J. Hearn, C. Pratt, J. Gadman, R. Lawson, L. Greenstein
- COUNCIL ABSENT: A. Ryder
- STAFF PRESENT: S. Spence, T. Woo, K. Ahlf, R. Walk, S. Egger, L. Gotelli, D. Pierpoint, C. Litten. S. Seymour, R. Andrews
- APPROVAL OF AGENDA AND CONSENT AGENDA: Consent Agenda Items:  
(a) Council Minutes of July 25, 2013  
(b) Final Plat of Campus Ridge Project #11-195
- Mayor Clarkson requested an amendment to the agenda to remove Item #2-B, Final Plat of Campus Ridge Project #11-195.
- COUNCILMEMBER PRATT MOVED TO APPROVE THE AMENDED CONSENT AGENDA AND AGENDA. COUNCILMEMBER GADMAN SECONDED. MOTION CARRIED.**
- PUBLIC COMMENT: Mayor Clarkson read a Certificate of Appreciation to Tanya Fehlig, who has served on the Library Board as a youth representative from 2012-2013.
- Rick Walk, Community Development Director, and Ryan Andrews, Associate Planner, recognized

members of the Woodland District Strategic Plan Steering Committee: Nancy Peterson, Carolyn St. Claire, Bruce Freeland, Nancy McKinney, Don Melnick, Gail Madden, Renee Sunde, Chris Reimertz, Joni Baker, Sarah Ulner, and Mark Lahaie.

Rick also recognized Ryan for his outstanding efforts in facilitating the process and coordinating the efforts of the Woodland District Strategic Plan Steering Committee.

On behalf of the City Council, Mayor Clarkson expressed his deep appreciation to members of the Steering Committee who have a great desire to see this community succeed.

**PROCLAMATION:**

Mayor Clarkson declared August 8, 2013, as *Senior Services for South Sound Day*, and thanked all volunteers for their extraordinary service. Eileen McKenzie-Sullivan accepted the proclamation on behalf of the organization, and introduced Senior Services Board members. She paid tribute to Jim Sheler, former Lacey Parks & Recreation Director, for being instrumental in securing a CDBG grant to build the Senior Center at its present location in Woodland Creek Community Park.

**REFERRAL FROM  
PLANNING COMMISSION:**

Samra Seymour, Associate Planner, presented Council with a request to approve Conditional Use Permit #13-03: Verizon Wireless South Sound Center Monopole.

The facility is proposed to be a 140 foot tower located in the northwest corner of the South Sound Center retail center at 653 Sleater Kinney Road SE.

The Hearings Examiner conducted a public hearing on July 12, 2013, regarding the conditional use permit request. Staff and the applicant provided testimony. No comments were received from the public.

The Hearings Examiner has recommended approval of the conditional use permit application. Staff is requesting that Council approve the proposal including adoption of findings, conclusions and conditions outlined in the written recommendation of the Hearings Examiner report of July 23, 2013.

**COUNCILMEMBER LAWSON MOVED TO APPROVE CONDITIONAL USE PERMIT #13-03: VERIZON WIRELESS SOUTH SOUND CENTER MONOPOLE. COUNCILMEMBER GREENSTEIN SECONDED. MOTION CARRIED.**

MAYOR'S REPORT:

Mayor Clarkson presented a request to Council to approve the appointment of Yasemin Alptekin to a first term on the Historical Commission.

**COUNCILMEMBER GADMAN MOVED TO APPROVE THE MAYOR'S APPOINTMENT OF YASEMIN ALPTEKIN TO A FIRST TERM ON THE HISTORICAL COMMISSION. COUNCILMEMBER LAWSON SECONDED. MOTION CARRIED.**

CITY MANAGER'S REPORT:

Scott Egger, Public Works Director, presented Council with a request to award Contract Number PW 2013-16 to low bidder Black Hills Excavating in the amount of \$308,838.44 for the 20<sup>TH</sup> Avenue Waterline Replacement Project. The Engineer's Estimate is \$360,188.32.

The start date is anticipated to be around the beginning of September with 35-working days allotted. Traffic delays are expected during construction.

**COUNCILMEMBER PRATT MOVED TO APPROVE CONTRACT NUMBER PW 2013-16 TO BLACK HILLS EXCAVATING IN THE AMOUNT OF \$308,838.44 FOR THE 20<sup>TH</sup> AVENUE WATERLINE REPLACEMENT PROJECT. COUNCILMEMBER GADMAN SECONDED. MOTION CARRIED.**

Scott Spence, City Manager, announced the next Lacey Community Market will be held Saturday, August 6, from 10-3 at Huntamer Park. The theme is Heritage Day. In addition, the last Saturday of the Outdoor Cinema Series will be shown on August 10 at Huntamer Park.

STANDING GENERAL  
COMMITTEES:

General Government & Public Safety Committee  
Councilmember Lawson reported the Committee met on July 19, 2013, to discuss graffiti cleanup, the July 3 Fireworks Spectacular, and copper wire theft.

BOARDS & COMMISSIONS:

Community Action Council  
Councilmember Lawson reported the Board approved applications for three grants. In other business, he announced that the effort to convert septic fields at Tolmie Cove into gardens has drawn the national attention of the USDA. The federal agency plans on promoting the idea of sustainability by growing gardens wherever there is space.

Human Trafficking  
Deputy Mayor Hearn reported on October 5 from 8-3, the Human Trafficking Alliance will hold a summit of elected officials and community leaders representing multiple agencies, organizations and municipalities to focus on the issue of human trafficking.

Intercity Transit  
Mayor Clarkson reported the Board has hired a new Executive Director for Intercity Transit.

JASCOM  
Jason invited all to attend the annual Bow Wow Boogie Fundraiser on August 30.

SWAC  
Councilmember Lawson reported that County Commissioners will implement a plastic bag ban on September 24. The Solid Waste Management Plan has been approved in 2013.

In other business, SWAC will receive a portion of a \$760,000 grant to operate its programs, and Lemay has announced it will end its plastic film recycling, due to a non-responsive market.

TCOMM 911

Councilmember Greenstein reported the Deputy Director of TCOMM911 has retired. In other business, the Board discussed the budget and financial concerns.

TRPC

Mayor Clarkson reported the Board discussed the issue of food waste in the community and options for decreasing the waste stream. Several large restaurants have recently joined forces to donate unused food to local area food banks and kitchens.

ADJOURNMENT: Mayor Clarkson adjourned the meeting at 8:15 p.m.

MAYOR: \_\_\_\_\_

ATTESTED BY CITY CLERK: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_



**Lacey City Council**  
**August 22, 2013**

**SUBJECT:** Citywide Intersection Intelligent Transportation System Safety Improvement Project

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**RECOMMENDATION:** Item #1; Approve the Sole Source Resolution.  
Item #2; Authorize the City Manager to sign the State Participating Agreement.

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**STAFF CONTACT:** Scott Spence, City Manager *TWfor*  
Scott Egger, Director of Public Works *SE*  
Roger Schoessel, City Engineer *RAS*  
Martin Hoppe, Transportation Manager *MH*

**ORIGINATED BY:** Public Works Department

**ATTACHMENTS:** 1. Sole Source Resolution.  
2. State Participating Agreement.

**BUDGET IMPACT/  
SOURCE OF FUNDS:** The estimated cost of purchasing sole source material and services is approximately \$1.1 million. Costs will be paid by Congestion Mitigation Air Quality (CMAQ) Grant, Federal Safety Grant, and Arterial Street Fund. The amount of the State Participating Agreement is \$159,173 to be paid by WSDOT and CMAQ Grant (reference Appendix "A" of Agreement of the State Participating Agreement).

**PRIOR COUNCIL/  
COMMITTEE REVIEW:** The Transportation Committee received a project overview on 8/13/2012 and 8/13/2013.

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**BACKGROUND:**

The Citywide Intersection Intelligent Transportation System Safety Improvement Project (ITS) will replace the software and hardware for the traffic signals within the Smart Corridor Project identified with TRPC and the stakeholder jurisdictions within Thurston County (refer to attached map).

The project is broken into two phases. The first phase of the project is to procure the necessary equipment in order to replace traffic signal cabinets and controllers, associated system and communication networks, and other equipment to ensure compatibility of the signal system used for traffic control on Lacey's local transportation system. This phase of work will also include

training and familiarization of the new traffic management software and new controllers. The second phase of work will install the equipment procured in phase one. Total estimated cost to purchase, install, and provide training for the new ITS equipment and software is approximately \$2.2 million. It is expected the second phase of work will be bid in early 2014.

The SMART corridor crosses jurisdictional boundaries; both Thurston County and WSDOT have requested that the City replace their respective signals at the time of Lacey's ITS project. This multi-jurisdictional approach will reduce the timeline for completion and save public dollars. In addition, the ITS will provide greater ability to manage traffic volumes and peak demand periods on Lacey's local transportation system as well as enhance traffic coordination on adjacent streets within neighboring jurisdictions.

In order to compensate the City for work outside of city limits, WSDOT requires the Council approve the attached State Participating Agreement. Thurston County has already had their grant funds transferred to the City under the Joint Maintenance Agreement. The total combined cost contribution for this work from Thurston County and WSDOT is approximately \$325,000.

**Justification for Sole Source:**

The City of Lacey participated in a Regional System Engineering Study with TRPC, Intercity Transit, WSDOT, Thurston County, Olympia and Tumwater. The City selected the Econolite Centracs Advanced Transportation Management Software to control the traffic signal system. This system is manufactured by a single vendor and requires a Sole Source Resolution (attached). The cost for equipment, training and software is expected to be approximately \$1.1 million. The Federal Highway Administration and WSDOT who administer the grant funds have approved this sole source traffic system.

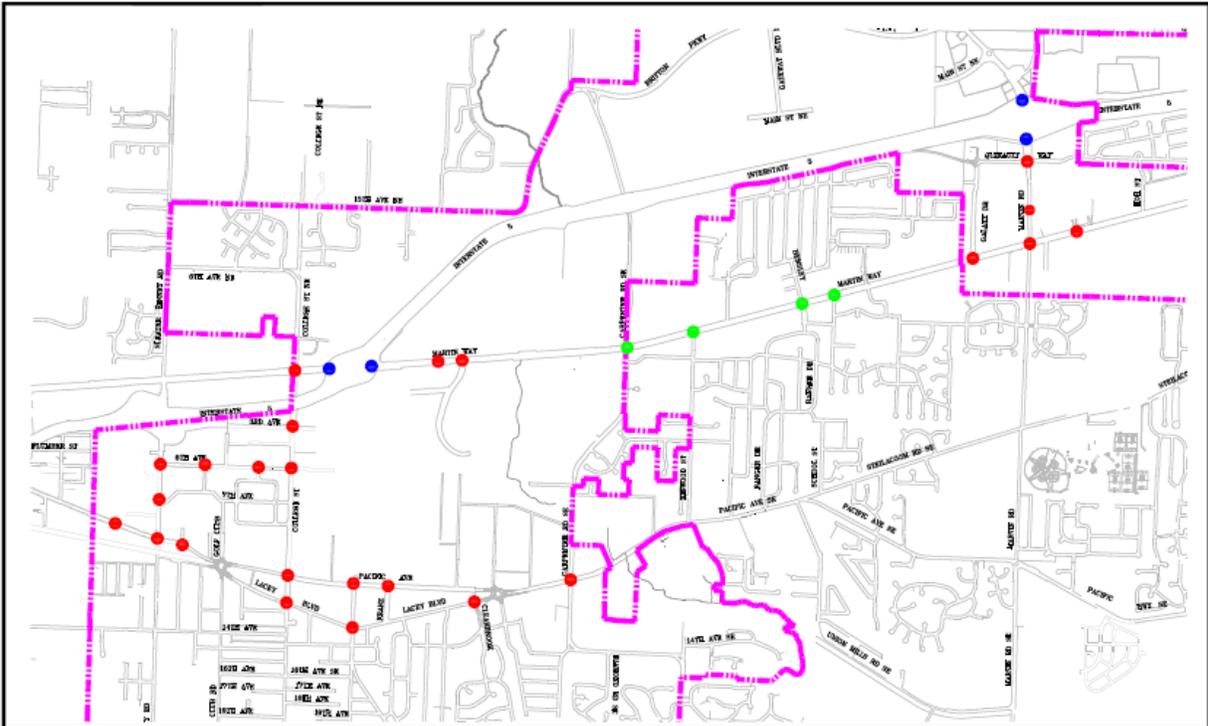
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**ADVANTAGES:**

1. Completing the signal upgrades for WSDOT will reduce the impact to the traveling public and reduce cost for all jurisdictions by improving the economy of scale.
2. The Econolite Centracs Advanced Transportation Management Software was the superior traffic control program and will improve traffic operation for decades to come. Econolite will also guarantee compatibility of the overall system.

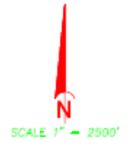
**DISADVANTAGES:**

1. None anticipated.



### Citywide ITS Signal Improvements - Phase 1

- - - - - Lacey City Limits
- Traffic Signal - Lacey
- Traffic Signal - Thurston Co
- Traffic Signal - WSDOT



RESOLUTION \_\_\_\_\_

CITY OF LACEY

A RESOLUTION DECLARING A SINGLE SOURCE AND AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT FOR THE SUPPLY OF CENTRACS ADVANCED TRANSPORTATION MANAGEMENT SYSTEM AND UPGRADES TO THE CITY COMPUTER SYSTEMS AND COMMUNICATION NETWORK FOR TRAFFIC SIGNAL EQUIPMENT.

WHEREAS, the City has participated in a Regional System Engineering Study with the Thurston Regional Planning Council, Intercity Transit, Washington State Department of Transportation, Thurston County, Olympia, and Tumwater to select Intelligent Transportation System traffic signal software and hardware, and

WHEREAS, Econolite Centracs Advanced Transportation Management Software has been chosen for the software to control the traffic signal system and the City has been awarded a Federal Highway Safety and Congestion Mitigation Air Quality Grant to implement this system, and

WHEREAS, the sole source for providing such system, upgrading the City computer systems and communication network, providing cabinets and controllers and other signal equipment to ensure compatibility of the signal system is limited to a sole source, being Econolite;

NOW, THEREFORE,

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

1. The sole source for the supply of the Centracs Advanced Transportation Management System, the upgrading of the City computer systems and communication network to

accommodate such system and to provide cabinets, controllers and other associated signal equipment to ensure compatibility with such signal system, is limited to the sole source of Econolite.

2. The Council hereby authorizes the City Manager to sign a contract with Econolite for the necessary equipment and services to complete the upgrade of the City's traffic signal system.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON,  
this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY COUNCIL

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

<b>State Participating Agreement</b>  Work by Local Agency Actual Cost	Organization and Address City of Lacey 420 College Street SE Lacey, WA 98509-3400	
	Section / Location I-5 Lacey Vicinity - Signal Upgrade	
Agreement Number GCB 1070		Description of Work Upgrade 4 WSDOT I-5 signal controllers and cabinets in Lacey
State Route Number 5	Control Section Number 34103	
Region Olympic Region		

This AGREEMENT is made and entered into between the STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION (STATE) and the above named governmental entity (LOCAL AGENCY).

WHEREAS, the LOCAL AGENCY is planning the construction of a project as shown above, and in connection therewith, the STATE has requested that the LOCAL AGENCY perform certain work as herein described, and

WHEREAS, it is deemed to be in the best interest for the STATE to include specific items of work in the LOCAL AGENCY's construction contract proposed for the above-noted project, and

WHEREAS, the STATE is obligated for the cost of work described herein.

NOW THEREFORE, by virtue of RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

## I GENERAL

The LOCAL AGENCY, as agent acting for and on behalf of the STATE, agrees to perform the above "Description of Work".

Plans, specifications and cost estimates shall be prepared by the LOCAL AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, and amendments thereto, and adopted design standards, unless otherwise noted. The LOCAL AGENCY will incorporate the plans and specifications into the LOCAL AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract.

The LOCAL AGENCY agrees to submit plans and specifications for the described work as shown on Exhibit "B", attached hereto and by this reference made a part of this AGREEMENT, to the STATE for approval prior to advertising the project.

The STATE may, if it desires, furnish an inspector on the project. Any costs for such inspection will be borne solely by the STATE. All contact between said inspector and the LOCAL AGENCY's contractor shall be through the LOCAL AGENCY's representative.

The STATE agrees, upon satisfactory completion of the work involved, to deliver a letter of acceptance which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under this AGREEMENT.

## **II PAYMENT**

The STATE, in consideration of the faithful performance of the work to be done by the LOCAL AGENCY, agrees to reimburse the LOCAL AGENCY for the actual direct and related indirect cost of the work.

An itemized estimate of cost for work to be performed by the LOCAL AGENCY at the STATE's expense is marked Exhibit "A", and is attached hereto and by this reference made a part of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the LOCAL AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.

The LOCAL AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the LOCAL AGENCY has completed the work.

## **III DELETION OF WORK**

In the event the estimate of cost, Exhibit "A", is in excess of \$10,000 and the total actual bid prices for the work covered by this AGREEMENT exceeds the estimate of cost by more than 15 percent, the STATE shall have the option of directing the LOCAL AGENCY to delete all or a portion of the work covered by this AGREEMENT from the LOCAL AGENCY's contract. Except, that this provision shall be null and void if the STATE's portion of the work exceeds 20 percent of the actual total contract bid price.

The STATE shall have five (5) working days from the date of written notification to inform the LOCAL AGENCY to delete the work. Should the STATE exercise its option to delete work, the STATE agrees, upon billing by the LOCAL AGENCY, to reimburse the LOCAL AGENCY for preliminary engineering costs incurred by the LOCAL AGENCY to include the work covered by this AGREEMENT in the LOCAL AGENCY's contract.

## **IV EXTRA WORK**

In the event unforeseen conditions require an increase in the cost of 25 percent or more from that agreed to on Exhibit "A", this AGREEMENT will be modified by supplemental AGREEMENT covering said increase.

In the event it is determined that any change from the description of work contained in this AGREEMENT is required, approval must be secured from the STATE prior to the beginning of such work. Where the change is substantial, written approval must be secured.

Reimbursement for increased work and/or a substantial change in the description of work shall be limited to costs covered by a written modification, change order or extra work order approved by the STATE.

## **V RIGHT OF ENTRY**

Upon completion of the work outlined herein, all future operation and maintenance of the STATE's facilities shall be at the sole cost of the STATE and without expense to the LOCAL AGENCY.

## **VI LEGAL RELATIONS**

No liability shall attach to the LOCAL AGENCY or the STATE by reason of entering into this agreement except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT as of the Party's date signed last below.

**LOCAL AGENCY**

**STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name Neal J. Campbell

Title \_\_\_\_\_

Title Local Programs Engineer

Date \_\_\_\_\_

Date \_\_\_\_\_

EXHIBIT A  
Citywide Intersection ITS Safety Improvements  
Documented Cost Estimate

8/8/2013

ITEM		UNIT	QUANTITY	UNIT	TOTAL
<b>PERCUREMENT PHASE</b>					
	*Cabinets and Controllers	EA.	4	\$20,500.00	\$82,000.00
	Modems and Communication	EA.	4	\$500.00	\$2,000.00
	Database Conversion	EA.	4	\$150.00	\$600.00
<b>Total this section:</b>					<b>84,600</b>
<b>CONSTRUCTION PHASE</b>					
	Mobilization	LS	1	\$3,000.00	\$3,000.00
	Traffic Signal Systems	EA.	4	\$5,000.00	\$20,000.00
	Traffic Control	HR	40	\$58.00	\$2,320.00
	Police Officer	HR	40	\$125.00	\$5,000.00
	Miscellaneous	EST	1	\$1,000.00	\$1,000.00
	Contingency @ 10%	EST	1	\$3,000.00	\$3,000.00
<b>Total this section:</b>					<b>\$34,320.00</b>
<b>Subtotal</b>					<b>\$118,920.00</b>
WSDOT Cabinet Testing Fee					\$22,415.00
Lacey Construction Engineering @ 15%					\$17,838.00
Lacey Preliminary Engineering @15%					\$17,838.00
<b>Estimated Total Project Cost</b>					<b>\$159,173.00</b>

**CMAQ GRANT**  
**WSDOT MATCH**  
**TOTAL**

**\$ 137,685**  
**\$ 21,488**  
**\$ 159,173**



**LACEY CITY COUNCIL MEETING**  
**August 22, 2013**

**SUBJECT:** Lockbox Services Contract

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**RECOMMENDATION:** Authorize City Manager to sign lockbox services agreement.

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**STAFF CONTACT:** Scott Spence, City Manager *TWfor*  
Troy Woo, Finance Director *TW*  
Pam Meredith, Accounting Manager  
Stephanie Tonellato, Customer Services Supervisor

**ORIGINATED BY:** Troy Woo

**ATTACHMENTS:** Proposed Lockbox services contract

**BUDGET IMPACT/  
SOURCE OF FUNDS:**

**PRIOR COMMITTEE  
REVIEW:** Utilities Committee August 2, 2013

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**BACKGROUND:**

On June 14, 2013, a lockbox services request for proposal (RFP) was sent to known lockbox service providers and legal notification was given. The intent of the RFP was to select one lockbox services provider to serve the City in connection with lockbox processing of utility bill payments on a daily basis.

The providers were asked to prepare proposals that included a full range of lockbox services. Examples of services that were required included collecting mail from the post office, opening and inspecting payments, providing electronic images of the checks and remittance slips front and back to the City, depositing all checks daily, providing the City with an electronic file transfer of accounts, and assuring that all exceptions are sent back to the City in a timely manner. Each provider was also tasked with having a robust disaster recovery plan to assure all the City customer payments are processed without interruption.

Each proposal was evaluated on four criteria: 1. Responsiveness and completeness of proposal. 2. Technical ability, reputation and experience of the organization. 3. Ability to meet the scope of work requirements. 4. Reasonableness of the fees for services and other costs related to the delivery of services.

Retail Lockbox, Inc. received the highest total evaluation score of all that submitted proposals. Proposals were received from six providers in total.

The Utilities Committee meeting received a briefing on the process and recommendation at the August 2, 2013 committee meeting.

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**ADVANTAGES:**

1. The Retail Lockbox Inc. proposal represents the combination of lowest cost and the most qualified abilities to provide lockbox services for the City's utility bill payments.

**DISADVANTAGES:**

1. The bill payment address will be changing. Those customers who banker online payment services will need to update addresses within their bank's systems.



## **AGREEMENT TO PROVIDE "LOCK BOX" AND PAYMENT PROCESSING SERVICES**

THIS AGREEMENT is between Retail Lockbox, Inc. a Washington Corporation ("Retail Lockbox, Inc."), and City of Lacey, (CLIENT), a Washington State Municipality, and provides for the processing of certain payments commonly referred to as "lock box processing."

The parties hereto, agree as follows:

Retail Lockbox, Inc. shall provide Regular OCR A transaction processing, Manual and Exception Transaction processing and a Daily Electronic Detail and Summary Report all in accordance with the fees set forth in Schedule A, attached hereto and made a part hereof as though fully set forth at length.

### **Client shall:**

1. Provide its customers with a statement document or other form of credit document to be returned with payments, together with directions to mail such returns to the specified post office box ("lock box").
2. Provide a P.O. Box in a mutually agreeable Post Office facility for receipts of payments. Retail Lockbox, Inc. shall facilitate the acquisition and logistics on behalf of Client.
3. Pay to Retail Lockbox, Inc., the charges provided for in Schedule A.

### **Retail Lockbox, Inc. shall:**

1. Provide specific processing instructions for client. Those instructions will be documented and made available to Client.
2. Present for payment the total of all payments received for the Client from the lock box to a bank account identified by Client.
3. Capture such payment information as is agreed upon by Retail Lockbox, Inc. and Client.
4. Provide the following reports of the payment information as agreed upon and documented in Schedule A.



5. Mail or courier unprocessable materials in accordance with the Agreement of Retail Lockbox, Inc. and Client.

**Both parties agree:**

1. Payments and coupons received by Retail Lockbox Inc. will be processed within (1) Business Day from the time received each business day. If, because of mechanical or power failure or events beyond the control of the Retail Lockbox Inc.; it cannot process then Retail Lockbox, Inc. will process the information the next business day.
2. Retail Lockbox Inc. will follow the holiday schedule of the Seattle Branch of the Federal Reserve Bank of San Francisco and / or the United States Postal Service. Payments and information received on any such holiday will be processed with items received on the next business day.
3. All items will be processed by Retail Lockbox Inc. except those mutually determined to be "unprocessable".
4. The coupon must conform to document specifications as published by Retail Lockbox, Inc. In the event of document reject rate greater than 2%, Retail Lockbox, Inc. will notify the Client and the parties shall jointly, within 15 days, find a remedy.
5. The price of the service is subject to an annual increase equal to the Seattle – Tacoma - Everett consumer Price Index (CPI) for all items.
6. The term of this agreement shall commence upon the first date of lockbox processing and continue from year to year until one party provides a 6 month notice of cancellation.
7. This agreement shall be governed by and construed in accordance with the laws of the State of Washington and the United States. Both parties agree to submit any dispute arising out of or relating to this Agreement to binding arbitration. The parties will cooperate in good faith and use reasonable efforts to informally resolve any such dispute. If the parties are unable to resolve a dispute informally, then either party may submit the Dispute to binding arbitration in Seattle, Washington.
8. Retail Lockbox, Inc. represents and warrants that it will provide the services in a professional manner consistent with commercially reasonable standards of the lockbox processing industry. EXCEPT FOR THE LIMITED WARRANTY IN THIS SECTION 8, THE SERVICES ARE PROVIDED ON AN AS-IS BASIS RETAIL LOCKBOX INC. EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR



IMPLIED, INCLUDING, WITHOUT LIMITATION FITNESS FOR A PARTICULAR PURPOSE AND AGAINST NONINFRINGEMENT. IN NO EVENT SHALL RETAIL LOCKBOX INC. BE LIABLE TO CLIENT FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES OR BE LIABLE TO ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER. Retail Lockbox Inc.'s entire liability under this Agreement for any damages for any cause whatsoever shall in no event exceed an amount equal to the price paid for the services by Client in the preceding one month period.

9. Retail Lockbox Inc. is not a licensed or chartered bank and the lockbox services provided by Retail Lockbox Inc. are not those of a presenting, intermediary or payee bank. The parties expressly disclaim application of Article 4 of the Uniform Commercial Code (as the same is enacted in the State of Washington) to the services provided under this Agreement.
10. Client represents and warrants that is has all requisite power, authority and approvals to provide Retail Lockbox Inc. all information, including payment and coupons including personally identifiable information, provided pursuant to this agreement. Retail Lockbox Inc. will use commercially reasonable efforts to maintain the privacy and security of personally identifiable information provided by Client to Retail Lockbox Inc.
11. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from an actual breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. If Retail Lockbox Inc. is the indemnifying party, its maximum liability pursuant to this indemnify shall not exceed the liability limitation in Section 8 of this Agreement. This indemnity shall survive the termination of this Agreement.



12. CONFIDENTIALITY. Client and Retail Lockbox, Inc. each agrees that information regarding the other party's operations, strategies, organization, finances, business, trade secrets, pricing, and Customer Information obtained from the other party, whether marked confidential or not, and any information obtained from the other party that is marked confidential or about which notice of confidentiality is given within 30 days of the receiving party's receipt of such information ("Confidential Information") shall be held in strict confidence and shall be used only for purposes of this Agreement. At the termination of this Agreement, each party shall, at the written request of the other party, either return to the other party or destroy all Confidential Information provided by the other party in whatever form or medium and so certify to the other party in writing. In no event shall either party use Confidential Information to compete with the other party in its business.

**City of Lacey**

**Retail Lockbox, Inc.:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Title: President/CEO

Address:  
420 College ST SE  
Lacey, WA. 98509  
(360) 438-2690

Address:  
105 14<sup>th</sup> Avenue  
Seattle, Washington 98122  
(206) 624-2871



**SCHEDULE A**

<b>Retail Lockbox Fee Schedule</b>		
<b>Regular OCR A Transactions - processed by 4:00 pm</b>		<b>\$ 0.14 per transaction</b>
<b>Manual &amp; Exception Transaction processing - processed by 4:00 pm</b>		<b>\$ 0.24 per transaction</b>
Daily Electronic Detail & Summary Report		\$ 125.00 per month
<b>Daily AR Posting File</b>		<b>\$ 125.00 per month</b>
Implementation & Programming Fee		Waived
<b>Miscellaneous Fees</b>		
Overnight/Certified items		\$ 3.00 per item
Cash Handling		\$ 5.00 per item
P.O. Box Fees		\$ As Billed
Courier Fees		\$ As Billed
<b>RetailWEB On-line research tool includes:</b>		<b>\$ 50.00 Per Month</b>
<ul style="list-style-type: none"> <li>• Access for up to 5 Users</li> <li>• Viewing Checks and stubs</li> <li>• Notes Field</li> <li>• Correspondence on stub lookup</li> <li>• Edit Field Capability</li> </ul>		
Additional RetailWEB Users (over 5 users)		\$ 10.00 per user, per month
<b>Change Request or Maintenance Charges:</b>		<b>\$ 175.00 per hour</b>
<b>Optional Services:</b>		
Image Storage Cost		\$ 0.0025 per image
Suspense Implementation		\$ 950.00 one time
Suspense Processing		\$ 1.00 per item
Shredding Costs		\$ 75.00 per month
Epay Consolidation		\$ 0.25 per transaction
(includes FIS, Fiserv, Online Resources & iPay)		
Epay Implementation		\$ 1,000.00 one-time
Image Scan		\$ 0.15 per item



Retail Lockbox, Inc.  
105 14<sup>th</sup> Avenue  
Seattle, WA 98122  
206. 624-2871

PDF File (Correspondence, Letters) \$ 75.00 per month

## Wells Fargo Bank

### ACH Origination Agreement

#### **AUTHORIZATION AGREEMENT FOR DIRECT PAYMENT**

Name \_\_\_\_\_ Tax ID Number \_\_\_\_\_

I (we) hereby authorize Retail Lockbox, Inc., hereinafter called COMPANY, to initiate debit entries to my (our)  Checking Account  Savings Account (select one) indicated below at the depository financial institution named below, herein after called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name \_\_\_\_\_ Branch \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s) \_\_\_\_\_ ID Number \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

**NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNERS SPECIFIED IN THE AUTORIZATION.**

**UTILITIES COMMITTEE  
AUGUST 2, 2013  
4:00 P.M. – 4:30 P.M.**

**COUNCIL PRESENT:** Chair, Jeff Gadman, Lenny Greenstein

**COUNCIL ABSENT:** Andy Ryder

**STAFF PRESENT:** Scott Spence, Troy Woo, Scott Egger, Jenny Bauersfeld

Scott Egger requested to add three agenda items regarding stormwater grant funds, Tanglewilde East ULID, and the Woodland Creek Infiltration Facility.

**COUNCILMEMBER GADMAN MOVED TO APPROVE THE AMENDED AGENDA. COUNCILMEMBER GREENSTEIN SECONDED. MOTION CARRIED.**

**UTILITY LOCKBOX SERVICE CONTRACT**

Troy Woo, Finance Director, updated the Committee on the status of the Utility Lockbox Service request for proposal process (RFP.) The City is considering several factors when determining which proposal to accept, including responsiveness, technical capacity, ability to meet requirements of RFP, and the cost.

Troy reported that after reviewing the six proposals received, the cost was unclear and is reason enough to delay the award. He would like to send out an addendum to all six companies, providing an example of a typical month's transactions for the City and have each company respond with an estimated monthly cost. This addendum will delay the process approximately 2 weeks. Troy also stated that depending on which proposal is chosen, it could be 10 days to 10 weeks before implementation.

Troy reported that PSE has given permission to extend its lockbox services, and continue service through the proposal process. Troy is requesting permission from the Committee to go straight to Council once a proposal is selected, rather than coming back to committee. Committee members agreed that in consideration of time, Troy should bring it directly to Council once a decision has been made.

**ACCESS STORMWATER FUNDS**

Scott Egger, Public Works Director, reported that Lacey water resources staff applied for funds from a competitive statewide grant program through the Department of Ecology. 49 applications were submitted from around the state and 16 projects were awarded funding to fulfill the \$7.629 million in funds available. The City applied for and received \$1 million (the maximum amount allowed per project) to be used for the Chambers Lake Stormwater Facility Project. This is the largest stormwater project in

the Capital Improvement Plan. Due to receiving this grant, the Chambers Lake Stormwater Facility Project will be pushed up on the timeline to be a 2014-2015 project.

### **TANGLEWILDE EAST ULID**

Scott Egger updated the Committee on the Tanglewilde East ULID. The City reached the preferred 50% response from the letters that were sent out to all residents in the Tanglewilde East area. The results of the Tanglewilde East and Skokomish ULID votes as of August 2, was 33 out of 39 votes, or 85%, responded in favor of creating a ULID. Scott reported that with that response, City personnel will move forward with implementation plans.

### **WOODLAND CREEK INFILTRATION FACILITY**

Scott Egger briefed the Committee on the Woodland Creek Infiltration project. Construction is underway with contractors moving dirt on site. Scott mentioned that the vehicles are accessing the site through the North Thurston School District bus barn property. Scott confirmed that the Utility Committee will take a tour of the construction site at the September Committee meeting.

**COMMUNITY RELATIONS & PUBLIC AFFAIRS COMMITTEE  
AUGUST 5, 2013  
11:00 – 11:45 P.M.**

**COUNCIL PRESENT:** Chair, Lenny Greenstein, Ron Lawson, Cynthia Pratt  
**STAFF PRESENT:** Scott Spence, Liz Gotelli, Troy Woo, Rick Walk, Carol Litten,  
Peri Edmonds

**COUNCILMEMBER PRATT MOVED TO APPROVE THE AGENDA. COUNCILMEMBER LAWSON SECONDED. MOTION CARRIED.**

**WASHINGTON CENTER REQUEST**

The City has received applications from *Loiacono Music Education Fund* and *Entertainment Explosion* for use of the City's free day at the Washington Center in 2014.

Under the current contract with the Washington Center, the City of Lacey is entitled to use the facility two days per year at no additional cost. In 1992, the Lacey City Council created the Washington Center Policy to provide guidelines to respond to requests from outside organizations for use of the City's free days at the Washington Center.

Currently, the policy allocates one free day per year to non-profit organizations, and one for City-sponsored events. The Parks & Recreation Department requested the use of one of the free days for City-sponsored events annually, beginning in 2012. The Parks Department plans to use one of the free days for a City-sponsored event in 2014. If the City does not sponsor an event, the second free day could be offered to a non-profit agency/organization

In 2011, the Washington Center Policy was revised to allow an organization to receive a free day on a consecutive basis, if no other eligible agency has applied. In addition, the deadline to submit an application request for a free day was extended from May to July of the previous calendar year. The deadline for receiving requests for 2014 expired on July 31 of this year.

Both applicants qualify for use of the free day in 2014 according to policy. The Committee noted that Lociano Music Education is a first time applicant and Entertainment Explosion is a recurring applicant who has received use of the City's free day in the past.

**THE COMMITTEE AGREED TO MAKE A RECOMMENDATION TO FULL COUNCIL TO GRANT ONE FREE DAY FOR USE OF THE WASHINGTON CENTER IN 2014 TO THE LOCIANO MUSIC EDUCATION FUND.**

This item will be on the August 22 Council agenda under Committee Reports.

**LAND USE COMMITTEE  
AUGUST 5, 2013  
12:00–1:05 P.M.**

**COUNCIL PRESENT:** Cynthia Pratt, Ron Lawson

**COUNCIL EXCUSED:** Andy Ryder

**STAFF PRESENT:** Scott Spence, Rick Walk, Troy Woo, Ryan Andrews, Carol Litten

**COUNCILMEMBER LAWSON MOVED TO APPROVE THE AGENDA. COUNCILMEMBER PRATT SECONDED. MOTION CARRIED.**

**PREVIEW OF DRAFT WORK PROGRAM FOR PLANNING COMMISSION**

Rick Walk, Community Development Director, presented a draft of the 2013-2014 Planning Commission Work Program for Committee review.

- A comprehensive review of the Sign Ordinance focusing on improving storefront/business identity and recognition; improving opportunities for in line commercial spaces to project across parking lots to streets; creating aesthetic character at district level and city-wide; and developing standards tailored specifically to commercial scale and audience, such as freeway, arterial and pedestrian orientation.
- A comprehensive update of the Capital Facilities Plan to include facility and infrastructure improvements identified by the water and stormwater comprehensive plans.
- Update chapters 2,3,4 and 5 of the Development Guidelines and Public Works Standards
- Woodland District Strategic Plan on-going implementation of business development strategies to include but not limited to development of form-based code, multi-family tax exemption ordinance, development fee incentives, and College Street Corridor Study
- Depot District Sub-area/Neighborhood Plan: Continue development of background information and inventories in preparation for community outreach, coinciding with public engagement plan of General Comprehensive Plan
- Continue community outreach for comments on Comprehensive Plan General Chapters
- Joint City and County Planning Commission review and update of zoning code for Urban Corridor, focusing on mixed use for larger parcels within the corridor, and identifying strategic parcels for more intensive study.

- As plan elements are adopted, amend the Lacey Municipal Code to ensure consistency with the Comprehensive Plan. Planning Commission to review ordinances related to off street parking, street merchants and street trees.

Committee members also discussed using block markers to help locate specific addresses within a certain block, integrating the Thurston Regional Sustainable Plan into the City's Comprehensive Land Use Plan, and the status of septic to sewer conversion. Addressing can be reviewed through the sign ordinance updated as part of achieving business identification. The Joint Worksession with the Planning Commission will also include a briefing of the Regional Sustainability Plan and next steps for jurisdictional implementation. The septic to sewer conversion topic is part of regional discussion and the briefing on this issue will be scheduled for a future Committee date.