



## LAKEWOOD CITY COUNCIL AGENDA

Monday, March 18, 2019

7:00 P.M.

City of Lakewood

City Council Chambers

6000 Main Street SW

Lakewood, WA 98499

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Page No.

### CALL TO ORDER

### ROLL CALL

### PLEDGE OF ALLEGIANCE

### PROCLAMATIONS AND PRESENTATIONS

1. Business Showcase. – *Mastrogiannis Distillery, Mr. Ilias Mastrogiannis, Owner*

### PUBLIC COMMENTS

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

- (4) A. Approval of the minutes of the City Council study session of February 25, 2019.
- (8) B. Approval of the minutes of the City Council meeting of March 4, 2019.
- (14) C. Motion No. 2019-14

Authorizing the execution of an amendment to the agreement with Northwest Electric, LLC, increasing project spending to the amount of \$299,202.23, for the 2018 Citywide electrical repair project.

*The Council Chambers is accessible to persons with disabilities. Equipment is available for the hearing impaired. Persons requesting special accommodations or language interpreters should contact the City Clerk, 253-983-7705, as soon as possible in advance of the Council meeting so that an attempt to provide the special accommodations can be made.*

<http://www.cityoflakewood.us>

City Hall will be closed 15 minutes after adjournment of the meeting.



(15) D. Motion No. 2019-15

Authorizing the execution of an amendment to the agreement with Axum General Construction, Inc., increasing project spending to the amount of \$727,739.24, for the Gravelly Lake Drive – Bridgeport Way to Steilacoom Boulevard project.

(16) E. Motion No. 2019-16

Authorizing the execution of an amendment to the agreement with Tetra Tech, Inc., increasing project spending to the amount of \$94,086, for the Waughop Lake alum treatment project.

(24) F. Motion No. 2019-17

Authorizing the execution of a collective bargaining agreement with Teamsters Local Union No. 117 for the period of January 1, 2019 through December 31, 2021.

(48) G. Motion No. 2019-18

Authorizing the execution of an interlocal agreement with Lakewood Water District for the construction of utility improvements within Fort Steilacoom Park along Angle Lane between Elwood Drive and Steilacoom Boulevard.

(63) H. Resolution No. 2019-07

Resolution of intent to form the American Lake – Lake Management District and setting April 22, 2019 as the date for a public hearing on the formation of the proposed district.

## (68) I. Items Filed in the Office of the City Clerk:

1. Lakewood Arts Commission meeting minutes of January 7, 2019.
2. Public Safety Advisory Committee meeting minutes of February 6, 2019.
3. Planning Commission meeting minutes of February 20, 2019.

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## **R E G U L A R   A G E N D A**

### **PUBLIC HEARINGS AND APPEALS**

- (76) This is the date set for a public hearing to consider the vacation of Seattle Ave SW right-of-way between Pacific Hwy SW and Interstate 5.
- (85) This is the date set for a public hearing regarding the proposal to amend Lakewood Municipal Code Chapters 18A.50.600-18A.50.680 related to signs.

### **UNFINISHED BUSINESS**

### **NEW BUSINESS**

### **REPORTS BY THE CITY MANAGER**

- (135) Review of 2018 Police Department Annual Report.

### **CITY COUNCIL COMMENTS**

### **ADJOURNMENT**

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*City Hall will be closed 15 minutes after adjournment of the meeting.*





## **LAKEWOOD CITY COUNCIL STUDY SESSION MINUTES**

Monday, February 25, 2019  
City of Lakewood  
City Council Chambers  
6000 Main Street SW  
Lakewood, WA 98499

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### **CALL TO ORDER**

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

### **ROLL CALL**

Councilmembers Present: 6 – Deputy Mayor Jason Whalen; Councilmembers Mary Moss, Mike Brandstetter, John Simpson, Marie Barth and Paul Bocchi.

Councilmembers Excused: 1 – Mayor Don Anderson.

### **ITEMS FOR DISCUSSION:**

#### **Madigan Army Medical Center Update.**

Colonel Thomas S. Bundt, Commander provided an update on services provided at Madigan Army Medical Center. Discussion ensued.

#### **Parks Capital Improvement Program Update.**

Parks, Recreation and Community Services Director Dodsworth provided an update on the Parks Capital Improvement Program and reviewed the status of various parks projects. Discussion ensued.

#### **Transportation Capital Improvement Program Update.**

Public Works Engineering Director Bucich and Transportation Division Manager Ott provided an update on the Six-Year Transportation Capital Improvement Program and reviewed the projects that will be completed in 2019. Discussion ensued.

#### **Review of 2019 Limited Tax General Obligation Bond.**

Assistant City Manager for Administrative Services Kraus reported that the City Council approved the issuance of bonds totaling \$17.6 Million for five major transportation projects during 2019-2020 budget process. The proposed bond ordinance formalizes the approval and provides for the issuance, sale and delivery



of the bonds. Approval of the Ordinance is scheduled for the March 4<sup>th</sup> City Council meeting. Discussion ensued.

### **Waughop Lake Treatment Update.**

Public Works Engineering Director Bucich provided an update on the recommended process for applying treatment to control the high algal blooms in Waughop Lake. He reported that Tetra Tech has recommended treatment of the lake with alum over a two year period and the total cost is estimated at \$330,000. Discussion ensued.

### **6-Year (2019-2024) Information Technology Strategic Plan Update.**

Assistant City Manager for Administrative Services Kraus reviewed the Six-Year Information Technology Strategic Plan and the status of various technology projects. Discussion ensued.

### **ITEMS TENTATIVELY SCHEDULED FOR THE MARCH 4, 2019 REGULAR CITY COUNCIL MEETING:**

1. Proclamation declaring March 11-15, 2019 as Classified School Employees week. – *Ms. Irene Ode, President, Educational Support Personnel of Clover Park*
2. Youth Council Report.
3. Clover Park School District Report.
4. Appointing William Elder to serve on the Lakewood Arts Commission through October 15, 2020. – (Motion – Consent Agenda)
5. Adopting amendments to Lakewood Municipal Code Chapters 1.36, 18A.02, 18A.40, 18A.50, and 18A.90 and adopting a new Lakewood Municipal Code Chapter 1.38 related to quasi-judicial hearing processes and site-specific zoning map amendments. – (Ordinance – Regular Agenda)
6. Adopting an ordinance relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$18,200,000 aggregate principal amount of limited tax general obligation bonds to provide funds to finance transportation projects and the costs of issuance of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters. – (Ordinance– Regular Agenda)



## REPORTS BY THE CITY MANAGER

City Manager Caulfield reported that the Tacoma City Council and Tacoma Public Utility Board will hold a joint study session on March 5<sup>th</sup> to review recommendations regarding Click Network.

He then reported that the Hearings Examiner conducted a hearing regarding the conditional use permit for the Star Lite Distribution Center which is expected to be approved.

He shared that the Rental Housing Safety Program lottery will begin the first week of March and a review of the 2018 program is scheduled for the March 11<sup>th</sup> study session.

He reported that the Pier One Imports storefront is closing and will be replaced by Ulta Beauty.

He reported that representatives from SS911 are scheduled for the April 1<sup>st</sup> study session to provide an update on the transition of the governance structure of the entity.

He then reviewed the following meetings and events:

- February 27, 6:30 P.M. to 8:00 P.M., PSRC Regional Engagement, Pierce County Annex Public Hearing Room
- February 28, 5:30 P.M., Boys & Girls Clubs of South Puget Sound Legacy of Hope, Hotel Murano-Bicentennial Pavilion
- March 1, 6:00 P.M., Father Daughter Dance, McGavick Conference Center

## CITY COUNCIL COMMENTS

Councilmember Bocchi shared that he attended the PCRC General Assembly meeting.

Councilmember Moss shared that she attended the civic leader reception for Major General Sam Barrett.

Councilmember Brandstetter commented on the Shoreline Master Program presentation at Planning Commission meeting.

Deputy Mayor Whalen shared that he also attended the civic leader reception for Major General Sam Barrett.



## **ADJOURNMENT**

There being no further business, the meeting adjourned at 10:16 p.m.

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JASON WHALEN, DEPUTY MAYOR

ATTEST:

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HEIDI ANN WACHTER  
ACTING CITY CLERK





## **LAKEWOOD CITY COUNCIL MINUTES**

Monday, March 4, 2019

City of Lakewood

City Council Chambers

6000 Main Street SW

Lakewood, WA 98499

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### **CALL TO ORDER**

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

### **ROLL CALL**

Councilmembers Present: 6 – Deputy Mayor Jason Whalen; Councilmembers Mary Moss, Mike Brandstetter, John Simpson, Marie Barth and Paul Bocchi.

Councilmembers Excused: 1 – Mayor Anderson.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Deputy Mayor Whalen.

### **PROCLAMATIONS AND PRESENTATIONS**

**Proclamation declaring March 11-15, 2019 as Classified School Employees week.**

COUNCILMEMBER BRANDSTETTER PRESENTED A PROCLAMATION DECLARING MARCH 11-15, 2019 AS CLASSIFIED SCHOOL EMPLOYEES WEEK TO CLOVER PARK SCHOOL DISTRICT BOARD VICE-PRESIDENT CAROLE JACOBS.

### **Youth Council Report.**

Youth Councilmember Lynesse Cammack provided an updated on the various agenda items scheduled for the Youth Council Summit which is being held on April 13, 2019 at the Lakewood Boys and Girls Club. Youth Councilmembers then reported on various high school activities and events.

### **Clover Park School District Report.**

Clover Park School District (CPSD) Board Vice-President Jacobs reported that the superintendent recruitment process has concluded. Mr. Ron Banner has been



selected as the CPSD Superintendent starting July 1, 2019. She provided information regarding the Cops with Kids Art Contest, the STEM Fair that was held at Harrison Prep, and dates for kindergarten registration. She then shared that the first day of school for the 2019-2020 school year is August 28, 2019. Mr. Banner then introduced himself.

## **PUBLIC COMMENTS**

Speaking before the Council were:

*Dennis Haugen, Lakewood resident* spoke about President Trump and border control.

*Catherine Forte, Lakewood resident* spoke about enforcement of dogs off leash in Fort Steilacoom Park.

*David Forte, Lakewood resident* spoke about enforcement of dogs off leash in Fort Steilacoom Park.

*Preston Carter, Lakewood resident* spoke about graffiti on public and private properties and its impact on economic development.

*Mike Larson, Allen Realtors*, spoke about graffiti and vandalism on his business property.

*Glen Speith, Lakewood resident* spoke about graffiti in the community.

*Ron Lucas, Mayor, Town of Steilacoom*, spoke about attending the Youth Council meeting and phase one of the Steilacoom Boulevard project.

## **C O N S E N T   A G E N D A**

- A. Approval of the minutes of the City Council study session of February 12, 2019.
- B. Approval of the minutes of the City Council meeting of February 19, 2019.
- C. Approval of payroll checks, in the amount of \$2,433,409.19, for the period of January 16, 2019 through February 15, 2019.
- D. Approval of claims vouchers, in the amount of \$2,423,091.83, for the period of January 26, 2019 through February 15, 2019.
- E. Motion No. 2019-13

Appointing William Elder to serve on the Lakewood Arts Commission through October 15, 2020.



F. Items Filed in the Office of the City Clerk:

1. Planning Commission meeting minutes of February 6, 2019.

COUNCILMEMBER BARTH MOVED TO ADOPT THE CONSENT AGENDA AS PRESENTED. SECONDED BY COUNCILMEMBER SIMPSON. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

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

### ORDINANCE

**Ordinance No. 704 Adopting amendments to Lakewood Municipal Code Chapters 1.36, 18A.02, 18A.40, 18A.50, and 18A.90 and adopting Lakewood Municipal Code Chapter 1.38 related to quasi-judicial hearing processes and site-specific zoning map amendments.**

COUNCILMEMBER BOCCHI MOVED TO ADOPT ORDINANCE NO. 704. SECONDED BY COUNCILMEMBER SIMPSON.

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COUNCILMEMBER BRANDSTETTER MOVED TO AMEND ORDINANCE NO. 704, AT LMC 1.38.020 (K) TO READ, "K. "COMMUNITY DEVELOPMENT DEPARTMENT" MEANS THE CITY'S COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT, ITS DIRECTOR, OR THE DIRECTOR'S DESIGNEE AND AT LMC 1.38.080 (D) TO READ, "D. FOLLOWING ARGUMENT BY THE PARTIES, THE COUNCIL MAY REQUEST SUCH FURTHER CLARIFICATION FROM THE EXAMINER, CITY STAFF, OR THE PARTIES AS IT DEEMS NECESSARY TO FULLY CONSIDER THE CASE, PROVIDED HOWEVER, THAT IF THE ANSWER TO SUCH QUESTIONS REQUIRES KNOWLEDGE OF FACTUAL EVIDENCE WHICH IS NOT CONTAINED IN THE RECORD, SUCH QUESTIONS SHALL BE STRICKEN. SECONDED BY COUNCILMEMBER BARTH. VOICE VOTE WAS TAKEN ON THE MOTION AND CARRIED UNANIMOUSLY.

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VOICE VOTE WAS TAKEN ON THE AMENDED ORDINANCE NO. 704 AND CARRIED UNANIMOUSLY.

**Ordinance No. 705 Adopting an ordinance relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$18,200,000 aggregate principal amount of limited tax general obligation bonds to provide funds to finance transportation projects and the costs of issuance of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.**



COUNCILMEMBER SIMPSON MOVED TO ADOPT ORDINANCE NO. 705. SECONDED BY COUNCILMEMBER MOSS. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

### **UNFINISHED BUSINESS**

None.

### **NEW BUSINESS**

None.

### **REPORTS BY THE CITY MANAGER**

City Manager Caulfield reported that two restaurants in the City were closed this week due to a norovirus outbreak.

He reported that the City received a WellCity grant and recognized the Wellness Committee for their work.

He reported that we expect to launch the City's new website this week.

He reported that the Senior Center Grant Audit was completed last week. The audit went well and we expect a written report next month with no findings.

He reported that the Community and Economic Development Department is requesting that the City allocate \$88,000 in HOME Investment Partnership Program funds to Tacoma-Pierce County Habitat for Humanity for the acquisition and redevelopment of 2616 92nd St. S for affordable housing. A review of the request is scheduled for Council review during the March 11<sup>th</sup> study session.

He reported that Youth Councilmember Katie Wilton has applied for the AWC Quality Communities Scholarship.

He then reported that we were contacted last week by DSHS requesting a meeting to talk, about their proposal to build a new Western State Hospital. We have a scheduled the meeting for March 12th.

He then shared that on February 27<sup>th</sup>, Pierce County Executive Bruce Dammeier facilitated a discussion amongst representatives from Pierce County, Kitsap County and Snohomish County. The objective is to establish a way for our regions to work together to both understand PSRC's decision process as well as to identify ways to work together and identify common goals. A key outcome of the meeting is the formation of a 12-member Executive Committee with 4 representatives from each County that will meet every 4-6 weeks.



He then reported that the PSRC Board certified the Lakewood Downtown Subarea Plan.

He then reported that the Hearing Examiner issued a decision on the Conditional Use Permit hearing for the Starlite Distribution Center occurred on February 19, 2019.

He reported that the Park and Recreation Advisory Board discussed the service club sign project again at their February 26, 2019 board meeting and selected one of the City Council approved sites as the preferred location for the North Bridgeport Gateway.

He then reported that Building Official is retiring on April 1<sup>st</sup>. We have 9 candidates qualified for the position. As part of the 2019-2020 adopted biennial budget, Assistant City Manager Bugher has been partnering with the WA State Veterans Affairs to establish a building inspector apprenticeship program. He will be meeting with the WA Department of Veterans Affairs to begin development of the program.

He shared that the Sound Transit Board has allocated \$100 million to provide local jurisdictions the means to provide better connections to the Sound Transit facilities as part of the System Access Funding. We will be submitting a funding request, estimated to be approximately \$1.3 million, for sidewalk and road improvements along 112th/111<sup>th</sup> St SW between Bridgeport and Lakeview Avenue SW, north of the Lakewood transit Center.

He then reported that Congress is having discussions about reinstating earmarks. If earmarks come back, we have project ready which is the completion of sidewalks along Lakewood Drive between Steilacoom Boulevard and Flett Creek.

He reported that Congressman Rick Larsen plans to again reintroduce a bill that would allocate a portion of BUILD monies to medium size cities, currently defined as population 15,000 to 50,000. We have proposed a change to the population be increased to 75,000 to 100,000 to allow more medium size cities to compete. We have been asked to join a working group of 13 similarly sized cities from Oregon and Washington to work on this.

## **CITY COUNCIL COMMENTS**

Councilmember Simpson commented on the Oak Park Neighborhood presentation at the Landmarks & Heritage Advisory Board meeting last week.

Councilmember Bocchi commented that he will be attending the Economic Development Boards Annual Meeting this week and shared about the Youth Council meeting he attended and the importance engaging those members who attend various board, committee or commission meetings.



Deputy Mayor Whalen commented on the potential for opening City Hall as a warming station during weather related events.

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### **Closed Session**

Deputy Mayor Whalen announced that Council will recess into Closed Session pursuant to RCW 42.30.140(4)(b) to discuss employee relations. Requirements of the Open Public Meetings Act do not apply to closed sessions.

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### **ADJOURNMENT**

There being no further business, the meeting adjourned at 8:53 p.m.

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JASON WHALEN, DEPUTY MAYOR

ATTEST:

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BRIANA SCHUMACHER  
CITY CLERK



# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b>	<b>TITLE:</b> Motion authorizing an increase for the 2018 Citywide Electrical Repair Contract by \$16,108.41. The new contract total would be \$299,202.23.	<b>TYPE OF ACTION:</b>
March 18, 2019		<input type="checkbox"/> ORDINANCE
		<input type="checkbox"/> RESOLUTION
<b>REVIEW:</b>		<input checked="" type="checkbox"/> MOTION NO. 2019-14
March 18, 2019		<input type="checkbox"/> OTHER

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

**RECOMMENDATION:** Public Works Engineering is recommending the City Council authorize an increase in construction contract expenditures for the 2018 Citywide Electrical Repair Project, City Project Number 302.0002(2018) in the amount of \$16,108.41 for the additional work required inside Tacoma Public Utilities (TPU) facilities to energize street lights installed under this contract. The current authorization is \$283,093.82. This authorization would increase the project construction spending authorization to \$299,202.23.

**DISCUSSION:** The 2018 Citywide Electrical Repair Project contract was awarded on November 5, 2018 to Northeast Electric, LLC in the amount of \$242,250.00 plus a ten percent contingency for a total construction contract spending authorization of \$266,475.00. An amendment to increase construction spending to \$283,093.82 was authorized on January 22, 2019 for relamping eight existing lights.

The new street lights installed on Onyx Drive and 83<sup>rd</sup> Avenue are connected to TPU transformers with two new power services. The City was not informed by TPU that modifications to those transformers were necessary before the new power service could be energized. Public Works Engineering has contacted the contractor for a price to make the modifications and believes the additional funds requested is reasonable.

**ALTERNATIVE(S):** There is no practical alternative except to not perform the work under this contract and bid the work at a later date for the modifications to the power service required by TPU, leaving the installed lights dark until the work is done.

**FISCAL IMPACT:** This project is funded through the risk management fund, street light installation fund (302.0002) and street maintenance fund. This additional repair work will be billed to the street light installation fund. The total expenditures for the construction contract including the additional work would be \$299,202.23 and does not require a budget adjustment request.

\_\_\_\_\_  
Prepared by

\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
City Manager Review



# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b>	<b>TITLE:</b> Motion authorizing an increase for the Gravelly Lake Drive – Bridgeport Way to Steilacoom Boulevard Contract by \$152,500. The new authorization under this contract would total \$727,739.24.	<b>TYPE OF ACTION:</b>
March 18, 2019		<input type="checkbox"/> ORDINANCE
		<input type="checkbox"/> RESOLUTION
<b>REVIEW:</b>		<input checked="" type="checkbox"/> MOTION NO. 2019-15
March 18, 2019		<input type="checkbox"/> OTHER

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

**RECOMMENDATION:** Public Works is recommending the City Council authorize an increase in construction contract expenditures for the Gravelly Lake Drive – Bridgeport Way to Steilacoom Boulevard Project, City Project Number 302.0065 in the amount of \$152,500 for additional work. The original authorization was \$575,239.24 including a ten percent contingency. This authorization would increase the project construction spending authorization to \$727,739.24.


**DISCUSSION:** The Gravelly Lake Drive – Bridgeport Way to Steilacoom Boulevard Project contract was awarded on October 15, 2018 to Axum General Construction, Inc. in the amount of \$522,944.76 plus a ten percent contingency for a total construction contract spending authorization of \$575,239.24. Increases related to additional roadway patching before overlaying the existing pavement and drainage modifications are expected to consume the majority of the contingent funds.

Two additional changes need to be made at the intersections on each end of the project. At the intersection of Gravelly Lake Drive and Bridgeport Way, some signal and lane modifications are required to better channelize drivers at a cost of \$26,250. For the Steilacoom Boulevard and Gravelly intersection, the existing traffic loops will be demolished when the contractor grinds the road for paving later this month requiring a \$46,250 vehicle detection modification at that intersection. Additionally, Steilacoom Boulevard between Gravelly Lake Drive and Lakewood Drive needs to be overlayed. This overlay is estimated to cost \$80,000. The proposed changes total \$152,500.

**ALTERNATIVE(S):** There is no practical alternative except to not perform the work under this contract and bid the work at a later date for the modifications to the intersections and Steilacoom Boulevard. The vehicle detection modification will need to be completed for the signal to operate correctly.

**FISCAL IMPACT:** This project is funded through a grant from the State Safe Routes to School fund totaling \$535,000. The remainder of the funds are City funds.

\_\_\_\_\_  
Prepared by

  
\_\_\_\_\_  
City Manager Review

\_\_\_\_\_  
Department Director



# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b>	<b>TITLE:</b>	<b>TYPE OF ACTION:</b>
March 18, 2019	Motion authorizing the City Manager to increase the existing professional services agreement with Tetra Tech, Inc. from \$28,022 to a new amount of \$94,086 for additional services related to implementing the Waughop Lake Alum Treatment project.	— ORDINANCE
		— RESOLUTION
<b>REVIEW:</b>		<u>X</u> MOTION NO. 2019-16
March 18, 2019	<b>ATTACHMENTS:</b>	— OTHER
	Addendum and Exhibits	

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

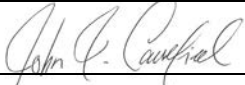
**RECOMMENDATION:** Authorize the City Manager to increase the existing professional services agreement with Tetra Tech, Inc. from \$28,022 to a new amount of \$94,086 for services related to implementing the Waughop Lake Alum Treatment project.

**DISCUSSION:** The original professional services agreement was set up to be executed as two phases, with the first phase being the alum treatment design and the second phase being the alum treatment implementation. The design and implementation phases were separated in case the project did not move forward to implementation. The project is now moving to the implementation phase.

Through this addendum, Tetra Tech will assist the City in selecting a contractor as well as construction management. They will also monitor the water quality in the lake before, during, and after treatment through October 2019; and report on the results.

**ALTERNATIVE(S):** 1) Execute the contract addendum; or 2) reject the addendum and request staff to develop a new contract with Tetra Tech.

**FISCAL IMPACT:** Funding for this work will come from the Pierce County Flood Control Zone District Opportunity Fund, a \$50,000 Ecology grant, and local SWM funds.

Prepared by	 City Manager Review
Department Director	



## ADDENDUM NO. 1

### ADDENDUM TO AGREEMENT BETWEEN TETRA TECH, INC., AND THE CITY OF LAKEWOOD RELATING TO Waughop Lake alum treatment.

THIS ADDENDUM made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Tetra Tech (hereinafter referred to as "Contractor") and the CITY OF LAKEWOOD, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), as an addendum to the Agreement between the parties executed on the 28th day of October, 2018.

#### WITNESSETH:

WHEREAS, the CITY desires to amend the Agreement entered into with the Contractor; and,

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the PARTIES HERETO HEREBY AGREE as follows:

ITEM ONE SCOPE and BUDGET is increased by \$66,064 from \$28,022 to \$94,086 to account for additional work related to lake alum treatment as outlined in Exhibits A, B, and C.

ITEM TWO SCHEDULE end date is changed from April 30, 2019 to December 31, 2019.

ITEM THREE REMAINING TERMS UNCHANGED: That all other provisions of the Agreement between the parties, executed on the 28th day of October, 2018, shall remain unchanged, and in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

TETRA TECH

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

Name: \_\_\_\_\_

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

CITY OF LAKEWOOD

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

John J. Caulfield, City Manager

Attest:

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

Briana Schumacher, City Clerk

Approved as to form:

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

Heidi Ann Watcher, City Attorney



## **EXHIBIT A**

Waughop Lake Alum Treatment, Phase 2  
Scope of Work  
*Public Works Department*  
*City of Lakewood, WA*

March 8, 2019

Tetra Tech, Inc.  
1420 5<sup>th</sup> Avenue, Suite 600  
Seattle, Washington 98101

The following is a brief outline of proposed Tetra Tech (Tt) scope of work to provide City of Lakewood (City) with information on the alum treatment implementation in 2019, phase 2 of the alum treatment program for Waughop Lake. The alum treatment is intended to inactivate sediment phosphorus and reduce lake phosphorus concentrations and thus the occurrence and intensity of cyanobacteria blooms. The alum treatment is also intended to improve recreational use of the lake.

### **Scope of Work**

#### **Phase 2 Alum Treatment Implementation, 2019**

##### **Task 1.0 – Contractor Procurement and Construction Management**

Tt will provide technical and overall assistance to the City during the bid process for an alum treatment of Waughop Lake. This will include addressing questions from potential bidders and from City staff as they may occur. Tt will assist the City in the review of bids from a technical and complete response from the bidder's perspective. Tt will provide its recommendation for selection of a bidder for alum treatment implementation.

Tt will provide applied, technical, engineering and scientific services during the spring and summer alum treatments in 2019 that will include technical oversight of the alum contractor to ensure correct implementation of the technical specifications to maximize the alum treatment effectiveness and environmental safety. Tt will report any issues and recommend corrective actions to the City Project Manager as needed and will prepare brief reports of treatment observations and corrective actions daily.

##### **Task 2.0 – Treatment Water Quality Monitoring and Reporting**

Tt will prepare a lake water quality monitoring plan to evaluate short-term and long-term effects of the proposed alum treatments and to provide data for potential maintenance alum treatments to inactivate groundwater input of



phosphorus over time. The water quality monitoring plan will specify the project objectives, and outline sampling and analytical methods that are compatible with those used historically.

Short-term monitoring will focus on monitoring conducted by Tt for field parameters and important laboratory parameters (such as phosphorus and aluminum) immediately before, during, and immediately after the alum applications. A jar test will be performed before each alum treatment to verify the appropriate dose and document the anticipated water quality effects of the treatment.

### **Subtask 2.1. Jar Test**

A jar test will be conducted on the first day of alum treatment before the spring and summer treatments begin. This large-scale jar test will be performed using a large testing vessel at the alum treatment staging area. Water will be collected from the lake and treated with aluminum sulfate and sodium aluminate directly taken from the supply trucks or storage tanks. The jar test will be conducted using the specified dose of alum and buffer to ensure correct buffering under current treatment conditions. The pH of the collected lake water will be tested immediately before treatment. The pH will then be tested in three test jars containing different buffer doses and an untreated control jar after 2 minutes, 15 minutes, 30 minutes, and one hour after dosing. Monitoring results will be recorded and immediately reported to the City's Project Manager. The jar test will be repeated with varying ratios of alum and buffer if the pH of the treated water is not within the required range of 6.0 to 8.5 and the treatment specifications will be adjusted accordingly.

### **Subtask 2.2. Treatment Monitoring**

For planning purposes, it is assumed that each treatment monitoring will be conducted over a 2 to 5-day period, this is in addition to mobilization/staging and demobilization. Water quality monitoring for the treatment component is anticipated to occur in the late April to Mid-May 2019 and again in July 2019.

Treatment monitoring will include the following three elements:

- Monitoring before and after the alum addition to evaluate short-term impacts of the treatments on various water quality parameters at established monitoring stations.
- Twice daily monitoring (in the morning before treatment begins and, in the afternoon, or evening when treatment ends) to verify that the lake pH is not less than 6.0 or higher than 8.5 at established monitoring stations.
- Random monitoring of pH (and if determined to be necessary alkalinity) during the alum application at the treatment site will be conducted.



Short-term impact monitoring will consist of measuring field parameters and collecting water samples from 1 meter below the water surface and 1 meter above the lake bottom at two locations to be determined. For each treatment in 2019 a total of four water samples will be collected from the lake on three occasions: 1) the day before the first day of treatment, 2) two days following the last day of treatment, and 3) two weeks following the last day of treatment. The collected samples will be analyzed for the following parameters:

- Secchi depth (field measurement)
- Temperature (field measurement at I-meter intervals)
- Dissolved oxygen (field measurement at I-meter intervals)
- pH (field measurement at I-meter intervals)
- Conductivity (field measurement at I-meter intervals)
- Total alkalinity
- Dissolved aluminum
- Total aluminum
- Sulfate
- Soluble reactive phosphorus
- Total phosphorus
- Nitrate+nitrite nitrogen
- Ammonia nitrogen
- Total nitrogen
- Chlorophyll *a*

The alum treatment will be suspended if the pH is consistently less than 6.0 at the treatment site or at the monitoring stations. Additional monitoring will be conducted as necessary to determine when the lake pH and alkalinity have adequately recovered. Treatment may resume if the pH is greater than 6.2 and the alkalinity is greater than 5 mg/L at all monitoring locations.

Observations of the alum treatment activities, floc formation, and potential fish and wildlife impacts will be made during hourly monitoring. All data and observations will be recorded.

If treatment monitoring data do not comply with the permit terms and conditions, Ecology's Northwest Regional Office will be notified immediately. In addition, observations of fish or wildlife impacts will be immediately reported to the Washington Department of Fish and Wildlife.

### **Subtask 2.3. Post-Treatment Monitoring**

It is anticipated that long-term water quality monitoring will be conducted for a 10-year period after the alum treatment has been completed. The objective of



post-treatment monitoring will be to evaluate whether the water quality goals for Waughop Lake are being met and if a small maintenance alum treatment or other action may be needed to inactive the continued input of phosphorus from the groundwater that would lead to HAB events.

It is anticipated that post-treatment monitoring of Waughop Lake in 2019 will be conducted by Tt and is included in this SOW. In subsequent years, not included specifically within this SOW or fees for 2019, Tt could coordinate with volunteers and potentially university students to address lake conditions and public health. Monitoring will occur once each month from May through October. Water samples will be collected at a 1m depth at the mid-lake for analysis of the following field and laboratory parameters:

- Secchi depth (field measurement)
- Temperature (field measurement)
- Total phosphorus and total nitrogen laboratory analysis)
- Chlorophyll *a* laboratory analysis).

If a cyanobacteria bloom is observed in Waughop Lake samples will be taken and submitted to WDOE to measure microcystin concentrations and identify the species present in samples of scum collected from the lake.

Tt will prepare the 2019 water quality monitoring report that presents and evaluates data collected for the jar tests, treatment monitoring, and 2019 post-treatment monitoring. Field and laboratory results will be tabulated in spreadsheets that include associated data qualifiers for estimated values, rejected values, and values exceeding established thresholds, goals, or water quality criteria. Laboratory reports and quality assurance worksheets will be included in the monitoring report. This report will also make refined recommendations for future monitoring and phosphorus management needs.

### **Task 3.0 - Project Management/Contract Administration**

Tt will prepare invoices and progress reports, as well as coordination of work efforts with the designated client point of contact and all sub-consultants (IEH Aquatic Research laboratory).



## EXHIBIT B

Waughop Lake Alum Treatment  
Fee Estimate  
*Public Works Department*  
*City of Lakewood, WA*

Labor		Sr Limnologist, H. Gibbons	Environmental Scientist, H. Corson	Sr Limnologist, G Welch	Env Engineer, S Brattebo	Env Engineer, A Baines	Total Hours	Total Labor Cost	ODCs and laboratory costs	Total Task Cost
	Direct Labor + OH + Profit per hour	\$160	\$90	\$115	\$126	\$126				
Task #										
1	Contractor Procurement and Construction Management	40	32	2	56	40	170	\$21,606	\$800	\$22,406
2	Water Quality Monitoring and Reporting	48	68	6	88	80	290	\$35,658	\$2,480	\$38,138
3	Project Management	18	0	0	20	0	38	\$5,400	\$120	\$5,520
	Total Hours	106	100	8	164	120	498			
	Project Totals							\$62,664	\$3,400	\$66,064



## EXHIBIT C

Waughop Lake Alum Treatment  
 Schedule  
*Public Works Department*  
*City of Lakewood, WA*

Project Schedule											
year		2019									
Task #		Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	Contractor Procurement and Construction Management*	X	X	X		X					
2	Water Quality Monitoring and Reporting		X	X	X	X	X	X	X	X	X
3	Project Management	X	X	X	X	X	X	X	X	X	X
* First Treatment date to be set between late April and mid-May, and second treatment in July											



# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> 03/18/2019	<b>TITLE:</b> 2019 – 2021 Teamsters Labor Agreement	<b>TYPE OF ACTION:</b>  — ORDINANCE — RESOLUTION <u>X</u> MOTION NO. 2019-17 — OTHER
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> Labor Agreement	

**SUBMITTED BY:** Mary McDougal, Human Resources Director



**RECOMMENDATION:** Authorize the City Manager to execute the collective bargaining agreement (CBA) negotiated between the City of Lakewood and Teamsters Local #117 for the period from 01/01/19 through 12/31/21. This action would also amend previously adopted Ordinances which identify Teamsters represented employees' salaries and benefits.

**DISCUSSION:** Teamsters Local #117 represents four Community Service Officers in the Police Department. Representatives for the City and Teamsters have been negotiating since late August 2018. The parties have reached a tentative agreement which has been ratified by the Teamsters membership. The major economic provisions of the CBA are.

- Three year term: 1/1/2019 – 12/31/2021
- Salaries increase
  - 3% effective January 1, 2019
  - 2.5% effective January 1, 2020
  - 2.5% effective January 1, 2021.
- Lump sum merit payment of 1% in 2019, and .5% in 2020 and 2021 for those at range max; 1% merit increase on anniversary date paid prospectively for those not at range max.
- PTO accrual rates and payout upon separation increase consistent with AFSCME unit.
- Employee contribution for Washington Paid Family Medical Leave as provided under the law.

**ALTERNATIVE(S):** The Council could decide not to authorize execution of the Teamsters Agreement however, this negotiated contract is intended to be in the best interest of the City.

**FISCAL IMPACT:** Adoption of this Motion will create an additional fiscal impact of approximately \$53,515 during the term of the agreement, and of approximately \$123,325 over the six year period of 2019 - 2024.

 <hr/> Prepared by Mary McDougal, Human Resources Director	 <hr/> City Manager Review
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# **A G R E E M E N T**

**By and Between**



**And**

**Teamsters Local Union No. 117  
Community Service Officers**

**Affiliated with the  
International Brotherhood of Teamsters**



**Term of Agreement  
January 1, 2019 – December 31, 2021**



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## **NOTICE TO ALL MEMBERS**

If you become unemployed, or are off due to an on the-job injury, in the jurisdiction of the Local Union, you will be put on a withdrawal status **on request** providing all dues and other financial obligations are paid to the Local Union, including the dues for the month in which the withdrawal status is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current or request a withdrawal.



## AGREEMENT

### ARTICLE 1 – GENERAL

1.01 This Agreement is made and entered into by and between the City of Lakewood, hereinafter referred to as the “City” or the “City” and Teamsters Local Union No. 117, hereinafter referred to as the “Union.” The Contract applies to the separate bargaining unit within the Lakewood Police Department comprised of the City’s Community Service Officers (also referred to herein as CSO’s). All references in this Contract to “bargaining unit” and/or “employee” and/or “Union” pertain solely to the separate CSO bargaining unit described above and the employees within said bargaining unit and not to any other bargaining unit or employees represented by the Union or any other collective bargaining representative.

1.02 **Management Rights.** Subject to the provisions of the Agreement, management rights and responsibilities shall include, but are not limited to, the following examples:

- A. The City and the Department shall retain all rights and authority to which by law they are entitled.
- B. The City has the right to plan, direct, control and determine all the operations and services of the City, the mission and strategic plans, location of operations, offices, work sites, including permanently or temporarily in whole or in part, the budget and size of the workforce, supervise and direct the workforce, establish the qualifications for employment, recruit, hire, fill vacancies, and assign employees.
- C. The City has the right to modify the workweek, daily work shift, hours of work and/or days off and to determine the need for and schedule of overtime work.
- D. The City has the right to establish reasonable work and performance standards, which include but are not limited to the priority, quality and quantity of work; determine, and assign work and work assignments to be performed and to evaluate employees’ competency and performance of their work assignments.
- E. The City has the right to reassign, evaluate, retain, promote, or transfer employees and determine training needs, methods of training and employees to be trained.
- F. The City has the right to determine operations, in whole or in part including the introduction of any and all methods or equipment; including making facility changes.
- G. The City and the Department have the right to establish, modify and enforce reasonable rules and regulations and operational procedures and guidelines, except that where modification of such rules is otherwise subject to bargaining the City shall provide the Union with the opportunity to bargain.
- H. The City has the right to discipline, suspend, demote, discharge or take other disciplinary action against non-probationary employees for just cause. Scheduling of disciplinary days off will be at the convenience of Department operations, but must be scheduled within six months of the date the discipline has been imposed.



- I. The City has the right to affect a layoff or a reduction in authorized positions because of lack of work, budgetary restraints, organizational changes, or for other legitimate reasons, and recall employees when appropriate. The determination of who shall be laid off shall be consistent with the layoff provisions of this Agreement.
- J. The City has the right to change or eliminate existing methods, equipment or facilities, provided such change does not substantially negatively impact employee safety.
- K. The City shall have the right to take any and all actions necessary in the event of a City declared emergency. Such right shall only extend for the duration of the emergency.

## **ARTICLE 2 – NONDISCRIMINATION**

2.01 Neither the City, the Union, nor any employee shall in any manner whatsoever discriminate against any employee on the basis of race, color, religion, creed, sex, sexual orientation, marital status, national origin, age, or the presence of any sensory, mental, or physical disabilities, or the use of trained dog guide or service animal by a disabled person. Neither the City nor the Union shall discriminate against any employee in violation of local, state, or federal law.

2.02 No employee shall be discharged or discriminated against for upholding lawful Union activities, fulfilling duties as an officer in the Union, serving on a Union committee, or as a member of the Union.

2.03 The term "Employee" as used in this Agreement includes all employees, irrespective of their gender identity or gender expression. In addition, wherever in this Agreement gendered pronouns are used, such pronouns include all employees, irrespective of their gender identity or gender expression.

## **ARTICLE 3 – RECOGNITION**

3.01 **Membership Rights.** All employees working in the bargaining unit shall have the right to become a member of the Union.

3.02 **New Employee Orientation.** The Union will be allowed thirty (30) minutes at a mutually agreed time to speak with new employees during their first week of employment on matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. This thirty (30) minute period will be scheduled following a new employee's orientation whenever possible. The City will endeavor to notify the Union's Representative no fewer than fourteen (14) calendar days prior to the orientation date. A Union Representative, Shop Steward, and/or local Union member will be responsible for the presentation. The Shop Steward and/or Union member will experience no loss of salary for orientation presentation sessions during regular work hours nor will off-shift presentation time be considered as time worked.



3.03 The Agreement shall apply to all employees covered by this Agreement irrespective of membership or non-membership in the Union.

#### **ARTICLE 4 – RELEASE TIME FOR UNION BUSINESS REPRESENTATIVE**

4.01 Upon no less than sixty (60) days advance written notice, the Union may request that a bargaining unit employee be granted a leave of absence for up to ninety (90) calendar days for purposes of attending to Union business. Upon receipt of such written request, the City will confer with Union representatives regarding such request. The City may decline such requested leave of absence if, in the City's judgment, such leave of absence would adversely impact its operations. The decision by the City to deny a requested leave of absence for purposes of attending to Union business shall not be made for arbitrary and/or capricious reasons.

4.02 The employee released for leave of absence under this Article shall not be allowed to conduct union business at the City of Lakewood facilities.

#### **ARTICLE 5 – PAYROLL DEDUCTION**

5.01 **Union Dues and Fees.** The Union shall notify the City of its initiation fees, dues, and any assessments. Upon the written authorization by an employee the City agrees to deduct from the wages of each employee the sum certified as initiation fees, assessments, and union dues and deliver the sum to the Union's Secretary-Treasurer each month, together with a list of those employees who have authorized such deduction.. If an employee is not to receive a wage or the wage is not a sum sufficient to satisfy the assignment, no collection shall be made from the employee for said month. The deduction of initiation fees may be split as specified on a payroll deduction form.

5.02 **Dues Cancellation.** An employee may cancel his/her payroll deduction of dues or fees by written notice to the Union and the City. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, following the effective date of the employee's cancellation of dues. An employee leaving paid status should notify the Union and receive a withdrawal card for the duration of absence from paid status and/or the bargaining unit.

#### **ARTICLE 6 – DISCIPLINE, DISCHARGE, JUST CAUSE**

6.01 It is understood and agreed that the City shall not discharge any employee except for just cause and that no employee shall be discharged or discriminated against in any way because of his/her membership in or for participating in lawful activities on behalf of the Union.

6.02 Written disciplinary actions shall be delivered to the employee who may elect to forward the written disciplinary action to the Union. For the suspension or discharge of any member, the City shall give written reasons to the employee with a copy of the notice forwarded to the Union.



## **ARTICLE 7 – SENIORITY LIST**

The City shall include, with every monthly dues submission to the Union, each bargaining unit employee's date of hire/seniority date.

## **ARTICLE 8 – BULLETIN BOARDS**

The City shall provide suitable space at each work location where Union members are primarily located, for the Union to use as a bulletin board for the posting of notices related to Union business, so long as the matters posted are not inflammatory or political in nature. The Union will be responsible for removing dated materials and will bear all costs in preparing and posting the bulletin board(s). The Union will maintain the bulletin boards in a professional and orderly fashion.

## **ARTICLE 9 – PROBATIONARY PERIOD**

All newly hired or promoted employees must serve a probationary period during which the employee may be terminated, with or without cause. The probationary period shall end one year from the date the employee was hired. Promoted employees shall have the option of returning to their previously held position within 45 calendar days. The probationary period is an extension of the hiring process; therefore, the provisions of the grievance procedure will not apply to employees if they are disciplined or discharged during their initial probationary period.

## **ARTICLE 10 – SENIORITY**

10.01 "Seniority" is the amount of continuous service with the City and shall be based on the date of hire as a full-time or part-time employee with the City. Part-time employees shall accrue seniority at the following rate: Two thousand eighty (2080) hours compensated will equal one year of seniority. Seniority under this agreement shall date back to the date of hire, but shall not be established until completion of the "probationary period." An employee shall lose seniority under this Agreement for the following reasons:

- A. Retirement,
- B. Voluntary termination,
- C. Discharge for just cause,
- D. Layoff of 15 months or more,
- E. Abandonment of Position – An employee absent from work for three (3) or more days who fails to notify his/her supervisor of the need for time off will be considered to have resigned his/her employment with the City.
- F. Failure to return to work after offer of recall is made:  
If the employee fails to respond within three (3) calendar days after delivery or attempted delivery of a notice of reinstatement from layoff, such notice to be sent by certified mail, return receipt requested, to the employee's last known address on file with the City; or



if the employee fails to return to work within fourteen (14) calendar days from the date of delivery or attempted delivery of a notice of reinstatement from layoff, sent by certified mail, return receipt requested, to the employee's last known address on file with the City.

- G. Failure to return to work promptly after an authorized leave of absence.
- H. Absence from work because of a non-occupational illness or injury of six (6) months or more after all available leave banks have been exhausted;
- I. Absence from work because of an occupational illness or injury of six (6) months or more after all available leave banks have been exhausted.
- J. **Time Limit Extension.** The Time limits specified in H and I above, may be extended by mutual agreement between the City and the Union.

10.02 City employees whose positions are funded by state or federal funds shall have seniority established in accordance with this Article unless otherwise specified by the provisions of a specific program.

10.03 **Layoffs.** In the event the City determines it is necessary to reduce the work force in classifications within the bargaining unit, temporary employees will be laid off first; probationary employees will be laid off second; regular part-time employees will be laid off third and regular full-time employees will be laid off last, based upon seniority as established in Section 10.01 of this agreement.

Such laid off employees will be placed in order of seniority on the reinstatement register. Once the number and classifications of positions to be laid off is determined, the employees with the least seniority shall be displaced.

For layoff purposes, seniority shall first be based on the amount of continuous service within all operations of City government. If seniority is equal, seniority shall be based on civil service standing, with the person attaining the highest ranking on the eligibility list having the greatest seniority. No regular full-time employees shall be laid off or demoted while there are part-time, temporary, project, or probationary employees serving in the same classification in the same bargaining unit. Employees being laid off shall be given a minimum of thirty (30) days notice of layoff. Employees being laid off shall keep the City's Human Resources Department informed of their current address and telephone number.

10.04 **Seniority List.** In the event of a potential layoff within the bargaining unit, the Human Resources Department shall publish a seniority list for layoff purposes as addressed in Article 10.03.

10.05 **Recall within Bargaining Unit.** When the City recalls employees in the bargaining unit after there has been a layoff in that bargaining unit, it shall first recall those employees who were laid off from the bargaining unit in reverse order of their layoff, if they are available for work. Such recalled employees shall be recalled to vacant positions from the reinstatement register. Such recalled employees who have not remained in paid employment



status shall return with City seniority for the purpose of computing wage and fringe benefits, except the period of layoff shall not be counted.

10.06        **Decision to Layoff.** In the event that layoffs within this bargaining unit are deemed by the City to be necessary, the City agrees to bargain the effects of those layoffs with the Union.

The City agrees to meet with the Union to discuss the reasons and time-lines for the layoff(s) and to review any suggestions concerning possible alternatives to layoff. On-going discussions shall not preclude the City from moving forward with notifications to employees as identified in this article.

## **ARTICLE 11 – HOURS OF WORK AND OVERTIME**

11.01        The basic work day shall be a regularly scheduled primary work day consisting of eight (8) consecutive hours. After submitting the proper paperwork, an alternative work schedule may be approved by the Police Chief and City Manager or their designees provided the alternative schedule does not unduly affect the performance of the position's assigned duties. A regularly scheduled alternative work day consisting of ten (10) consecutive hours, or a 9/80 schedule consisting of 80 hours in a two week period are scheduled over nine working days. The basic work week shall generally be either five (5) consecutive primary work days or four (4) consecutive alternative work days, Monday through Friday; in no event shall a basic work week consist of more than forty (40) hours per week subject to Section 11.02 below. The City agrees to provide employees with at least fourteen (14) days written notice of a schedule change.

11.02        A. Overtime shall be paid for authorized hours worked in excess of eight (8) hours per day or ten (10) hours per day (for those members working a 4/10 schedule); and any hours worked in excess of the regularly scheduled work day (for those working the 9/80 schedule), or forty (40) hours per week; Overtime hours worked shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay, or compensatory time,. At the employee's request, compensatory time shall be earned at time and one-half (1-1/2) the hours for each overtime hour worked with no maximum limit on the number of hours accrued. Overtime is any work performed which is in excess of the established work day or work week.

B. Prior to the end of December, the City will cash out any accumulated compensatory time in excess of sixty (60) hours.

C. **Overtime Wheel.** An overtime wheel will be established to provide equal access to scheduled overtime opportunities by full-time regular Community Service Officers (CSO). Scheduled overtime is overtime scheduled in advance which is not part of a normal work day. Employees will be placed on the overtime wheel based on their bargaining unit seniority, in descending order. The person at the top of the overtime wheel will be offered the scheduled overtime opportunity first. The City will make a reasonable, good faith effort to contact the employee at the top of the wheel for overtime opportunities that arise. That person moves to the bottom of the list, whether he or she accepts the overtime or not. The only exception to this process will be those situations such as a community debriefing on a serious



crime or meetings that are assignment specific which will be offered to the assignment CSO first.

Employees on vacation or sick leave when their turn comes up for scheduled overtime will be offered the next opportunity after their return from vacation or sick leave. In addition, these employees will not lose their place on the wheel because they were on leave.

**11.03 Overtime for Mandatory Appearances outside an employee's regularly scheduled work hours.** A minimum of three (3) hours of overtime pay shall be paid for the following (except where appearance is an extension of his/her regularly scheduled shift and for which normal overtime procedures would apply):

- A. Any appearance in court arising out of the employee's on-duty employment;
- B. When an employee must appear for any mandatory meeting scheduled by the City.
- C. Any written or oral department directive or memo issued by a superior officer which requires the employee to attend any other function while off duty.

Pay at the employee's overtime rate shall continue for all hours after the first three (3) hours.

**11.04 Assignment of Talks – Public Appearances.** Any department member assigned a public speaking engagement or directed to appear before a public gathering as a representative of the department shall receive a minimum of three (3) hours overtime if the speech or appearance is performed on other than normal shift or an agreed upon adjusted schedule. In the event the public appearance required more than three (3) hours, the employee shall receive compensation for all time in excess of three (3) hours at the overtime rate, which would otherwise apply.

**11.05 Call-Back.** When an employee is specifically called back outside of his/her regular shift schedule for duty, he/she shall be paid a minimum of three (3) hours at the overtime rate of time and one-half (1-1/2). If the call-back exceeds three (3) hours, the employee shall be compensated at the overtime rate of time and one-half (1-1/2) for all hours actually worked. An employee called back to work shall be paid consistent with the Portal to Portal Act. If an employee is required to return to work to complete duties which were incomplete through the fault of the employee no call back pay shall be paid. In such cases the employee shall be paid at the overtime rate for actual hours worked. No employee shall be compelled to return to work if a duty can be reasonably accomplished the next regularly scheduled shift.

## **ARTICLE 12A – WAGES**

**12.01** All employees employed in the bargaining unit on the execution date of this Agreement shall be paid in accordance with the salary schedule attached hereto and marked "Appendix A."

**12.02 Specialty Team Pay.** Employees on a Specialty Team shall receive specialty pay of three percent (3%) above his/her regular rate of pay.



12.03 **Merit based increases** shall remain in effect for the duration of this Agreement. The Union's agreement to the merit based system was a compromise between the respective positions of the parties and is not intended to establish a binding practice for the future.

A. For employees not at top of range: The application of merit increase could result in a prospective one percent (1%) increase on the employee's anniversary date, depending on the results of the annual performance evaluation. The merit increase amount shall be determined by the use of the current City of Lakewood performance evaluation form. In the event that the City deems changes to be necessary to the City of Lakewood performance evaluation form, the City agrees to bargain the impact with the Union.

B. For employees at top of range:

2019: Employees will receive a one percent (1%) one-time lump sum paid no later than the second payroll following ratification.

2020 & 2021: Employees will receive a half-percent (.5%) one-time lump sum payment on their anniversary date.

12.04 **Foreign Language Pay.** Employees shall receive a bilingual pay allowance of three percent (3%) added to his/her base pay when language skills have been confirmed by testing, an agreed upon language specialist, or such other method as the City shall reasonably determine. Bilingual pay shall apply to employees having conversational proficiency in Cambodian, Laotian, Vietnamese, Spanish, Korean, Russian, and American Sign Language. Such pay increase will be effective as of the next pay period following confirmation of test results.

12.05 **Mileage.** An employee who is authorized to use his/her private vehicle for City business or in the performance of his/her official duties shall receive reimbursement at the maximum rate then permitted by the IRS for actual miles of necessary travel; providing, that if the employee travels from his/her usual place of residence directly to or from a work site other than his/her regular work location, he/she will be reimbursed only for mileage in excess of the distance between the employee's usual place of residence and his/her regular work location.

#### **ARTICLE 12B – RETIREMENT BENEFITS/DEFERRED COMPENSATION/TEAMSTERS PENSION**

**Deferred Compensation:** The City shall match the employee's contribution by payroll deduction, to a qualified 457 deferred compensation plan in an amount up to but not to exceed three (3) percent of the employee's base monthly wage.

**Western Conference of Teamsters Pension Trust:** The City of Lakewood agrees to re-open negotiations during the term of this Agreement upon request of the Union, solely for the purpose of negotiating a supplemental only pension for represented employees covered by this Agreement to participate in the Western Conference of Teamsters Pension Trust (WCTPT). The parties understand and agree that the Union will conduct a membership vote to determine whether the membership will participate in the WCTPT, and that if a majority of members



covered by this Agreement vote in favor of participation, all members must participate. The parties further agree that participation shall not result in an increase in pay for any employees covered by this Agreement and that participation would be accomplished by a diversion of wages to the WCTPT.

**ARTICLE 13 – PAID TIME OFF (PTO)**

13.01       **Paid Time Off.** PTO is a benefit granted to employees to continue normal compensation during approved absences. All full-time regular employees shall accrue PTO at the following annualized accrual rates:

1 <sup>st</sup> year	200 hours of leave per year
After the 1 <sup>st</sup> year through 2 years	208 hours of leave per year
After the 2 <sup>nd</sup> through 4 years	216 hours of leave per year
After the 4 <sup>th</sup> through 9 years	232 hours of leave per year
After the 9 <sup>th</sup> through 14 years	264 hours of leave per year
After the 14 <sup>th</sup> through 20 years	296 hours of leave per year
After the 20 <sup>th</sup> year through 29 years	312 hours of leave per year
After 29 <sup>th</sup> year	320 hours of leave per year

- A. Any regular part-time employees shall accrue PTO leave pro-rated to match the FTE percentage and adjusted by actual hours worked.
- B. An employee must use accrued leave prior to taking any unpaid leave.
- C. An employee may elect to retain up to forty (40) hours of PTO (pro-rated by their FTE) for use upon return to work.

13.02       **Paid Time Off Accrual.** Any unused PTO shall be accumulated for succeeding years; however, as of the end of the calendar year, the maximum accrual amount shall not exceed one thousand one hundred (1,100) hours of leave that the employee accrues..

13.03       **Use of Paid Time Off for Employees on Probationary Period.** Employees shall not be eligible to use PTO in the first sixty (60) calendar days of their probationary period for any purpose other than a medical condition for which there is certification from a medical doctor or equivalent medical professional.

13.04       **When Leave is Exhausted.** If the employee exhausts all accrued paid leave, the employee may request shared PTO and/or leave of absence without pay.

13.05       **Shared Paid Time Off.** If an employee depletes their PTO accruals due to medical reasons, the employee may request shared PTO from other employees. Such requests shall be in writing and shall include documentation from a health care provider certifying the need for the leave. Shared leave requests to and donations from other employees will be coordinated by the City.

Employees may donate PTO to a fellow employee in one (1) hour increments. However, at no time shall an employee be permitted to donate PTO if such donation would cause the



employee's PTO bank to fall below forty (40) hours. The forty (40) hour limit is net of pending PTO already scheduled for the employee.

Employees wishing to donate PTO must do so in writing, complying with such reasonable deadlines as necessary to ensure timely payroll processing.  
Any unused PTO donated to an employee shall be returned to the donor.

13.06        **Payment of Paid Time Off Upon Separation.** Upon separation, an employee (or deceased employee's beneficiary) shall receive payment equal to sixty-five percent (65%) of such employee's then accrued and unused PTO bank in accordance with FLSA.

13.07        **Use of PTO for Absence Due to Illness or Injury.** Use of PTO for illness or injury shall be allowed in compliance with the Washington Paid Sick Leave law (RCW 49.46.210) as set forth in City of Lakewood Personnel Policy and Procedure 800-24 Paid Sick Leave.

13.08        **Holidays:** The following days are recognized as holidays:

New Year's Day	First (1 <sup>st</sup> ) day of January
Martin Luther King Jr. Day	Third (3 <sup>rd</sup> ) Monday in January
Presidents' Day	Third (3 <sup>rd</sup> ) Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First (1 <sup>st</sup> ) Monday in September
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth (4 <sup>th</sup> ) Thursday in November
Day after Thanksgiving	Friday following the fourth (4 <sup>th</sup> ) Thursday in November
Christmas Day	December 25 <sup>th</sup>
Floating Holiday	One (1) at Employee's Choice

13.09        When a recognized holiday falls on a Sunday, the following Monday shall be the recognized holiday. When a recognized holiday falls on a Saturday, the preceding Friday shall be the recognized holiday. Each full time employee (including employees on a 4/10 or other non-standard work schedule) shall be entitled to eight (8) hours holiday pay on the above referenced holidays.

13.10        Floating holidays are accrued annually upon an employee's anniversary date and may not be accumulated. Any floating holiday not utilized prior to an employee's next anniversary date will be forfeited.

## **ARTICLE 14 – ON THE JOB INJURIES**

14.01        An employee who sustains an occupational injury or illness while acting in their course of employment and qualifies for time loss through Labor & Industries (L&I) shall continue to receive their regular salary for up to one hundred sixty (160) missed work hours per claim (prorated for part-time employees based on FTE status).



14.02 If the absence exceeds one hundred sixty (160) hours, the employee shall receive any applicable worker's compensation time-loss benefits directly from L&I. The employee may offset any reduction in regular pay, up to a maximum of one hundred percent (100%), with use of the employee's eligible accrued leave, in line with Department of Labor and Industries rules.

14.03 Employees shall pay their portion of any industrial insurance premiums as identified by L&I.

## **ARTICLE 15 – BEREAVEMENT LEAVE**

15.01 Upon notification to the employee's supervisor, up to three (3) working days without deduction from accumulated paid leave may be taken in the event of the death of the employee's spouse, registered domestic partner, child, stepchild, child-in-law, grandchild, parent, parent-in-law, grandparent, sibling, sibling-in-law, guardian, guardian ad litem, and/or an individual for whom the employee serves as guardian, guardian ad litem, or has power of attorney for health care, or household member. Upon returning to work, the employee may be required to provide the City with the following information about the deceased: his/her full name, location of death (city, state), location of funeral (city, state), and the relationship to the employee.

15.02 Employees qualifying for bereavement leave may receive additional bereavement leave in the event of unusual circumstances or if extensive travel is required to attend a funeral. The number of days an employee may be granted will be based on the individual circumstances surrounding the request and will be approved at the discretion of the Police Chief or his/her designee.

## **ARTICLE 16 – JURY DUTY**

16.01 An employee required by law to serve on jury duty shall continue to be compensated at his/her regular rate of pay for each separate occasion the employee is required to serve. The City reserves the right to request that an employee who is called for jury duty be excused if his/her absence would create a hardship on the operational effectiveness of the Department.

- A. When an employee is notified to serve on jury duty, he/she shall inform his/her immediate supervisor as soon as possible regarding the dates of absence from regular duties.
- B. The employee may be required to report for work for any portion of his/her regularly scheduled shift during which he/she is not actually serving on a jury or waiting to be impaneled. Employees who have time remaining on their shift at the time of release or dismissal from jury duty shall immediately contact his/her supervisor to determine whether they should report for duty.
- C. The employee is not required to report back to his/her regular scheduled shift at the conclusion of jury duty as long as the employee was at jury duty for eight (8) hours or more. The employee will be compensated at his/her regular rate of pay for the full shift.



- D. Jury duty pay, exclusive of mileage or parking, shall be forwarded to the Finance Department.

## **ARTICLE 17 – GRIEVANCE PROCEDURE**

**17.01 Grievance Procedure.** Any grievance that may arise between the parties concerning the application or interpretation of this Agreement shall be settled in the manner prescribed by this grievance procedure.

A “grievance” is defined as a claim or dispute by an employee, group of employees, the City or the Union concerning the interpretation or application of the provisions of this Agreement. Should a claim or dispute arise, an earnest effort shall be made to settle such claims or disputes promptly and in the manner hereinafter outlined. As applicable to this article of the CBA, a working day shall be defined as Monday through Friday excluding holidays.

**Step 1:** A grievance may be presented to the Police Chief (or designee), with a copy to the Human Resources Director, by the Union within ten (10) working days of the date when the Union knew or reasonably should have known of the alleged occurrence. The submission shall be in writing, setting forth the nature and facts of the grievance, the articles of this agreement allegedly violated, and the requested remedy. The Police Chief or designee shall attempt to settle the grievance within ten (10) working days after it has been presented, and shall respond in writing with a copy to the Human Resources Department.

**Step 2:** If the grievance is not settled by the Police Chief, it may be forwarded to the City Manager, with a copy to the Human Resources Director, within ten (10) working days of the Police Chief’s response deadline.

The City Manager shall have fifteen (15) working days to review the grievance. The City Manager may elect to call a meeting with the Union to provide insight into the grievance, in which event the City Manager shall have fifteen (15) working days to respond in writing.

**Step 3:** If the grievance is not settled at Step 2, and involves a matter other than discipline, the dispute will be referred to the negotiating committee of both parties. The two committees shall meet within ten (10) working days to consider the dispute. At that meeting, all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation. The meeting shall be considered a “settlement discussion”.

**Step 4:** If the grievance is not settled at Step 2 (for grievances involving discipline), or Step 3 for non-disciplinary grievances, the matter may be submitted upon mutual consent of signatory parties, in writing to mediation within ten (10) working days of the date of the City Manager’s deadline or results of the settlement discussion. The Mediator will be selected by mutual consent from a list of potential mediators and any cost of the Mediator shared equally.

**Step 5:** If the grievance is not settled by following appropriate steps above, the matter may be submitted by either of the signatory parties, in writing, to arbitration within thirty (30) working days of the date of the last formal Step taken above. Only the Union, and not individual employees, may take a matter to arbitration. The Arbitrator will be selected by mutual consent, or if no agreement can be reached by alternately striking from a list of potential arbitrators from the Federal Mediation and Conciliation Service (FMCS). The cost of the Arbitrator will be



shared equally, while all other costs and expenses including attorney fees will be paid by the party incurring the cost of expense. The Arbitrator may not award retroactivity prior to the date specified in the Step One grievance filing. Any decision of the Arbitrator shall be binding on the parties.

17.02        **Timelines.** All grievances shall be processed in a timely manner. The time limits contained herein are established to settle grievances quickly. The time limits may be extended only by written agreement of the parties. Claims of untimeliness shall be presented by the claiming party in the next written submission of that party under this grievance procedure.

17.03        **Alternative Filing.** In those instances when the discipline involves suspension or discharge of the employee, Step 1 shall not apply, and any grievance must be filed at Step 2 of the Grievance Procedure within ten (10) working days of the suspension or termination. By mutual agreement, grievances may be initiated at any step in the grievance procedure.

17.04        **The provision of this Article** shall not be interpreted to require that the Union process any grievance through the grievance procedure.

17.05        **Civil Service Appeal Constitutes Election of Remedies.** Actions both subject to appeal through Civil Service appeal procedures or grievable under the terms of this Agreement must follow either the grievance procedure contained herein or procedures regarding such appeals to the Civil Service Commission, including applicable deadlines. Under no circumstances may an employee use both the Agreement grievance procedure and Civil Service Commission procedures relative to the same action. If an employee pursues an appeal to a civil service hearing, such action constitutes an election of remedies, and by doing so, he/she agrees to have waived the right to grieve the matter under this Agreement.



**GRIEVANCE FORM**  
**City of Lakewood**

**Date** \_\_\_\_\_

**Employee's Name** \_\_\_\_\_ **Job Classification** \_\_\_\_\_

**Employee's Work Location** \_\_\_\_\_

**Shift** \_\_\_\_\_ **Home Phone** \_\_\_\_\_ **Date of Hire** \_\_\_\_\_

**Cellular Phone ( )** \_\_\_\_\_ **Email** \_\_\_\_\_

Instructions: Please answer the following questions (*PLEASE PRINT*)

TYPE OF GRIEVANCE:

☐ Discharge ☐ Suspension ☐ Seniority ☐ Other (Specify) \_\_\_\_\_

1. Date & time of violation \_\_\_\_\_

2. Section(s) of contract/policy violated \_\_\_\_\_

3. Exact location violation occurred \_\_\_\_\_

4. Name(s) of witnesses \_\_\_\_\_

5. Name(s) of supervisor(s) involved \_\_\_\_\_

6. What should be done to correct the grievance \_\_\_\_\_

\_\_\_\_\_

Briefly describe what happened \_\_\_\_\_

\_\_\_\_\_

Employee's Signature \_\_\_\_\_

Supervisor's Response \_\_\_\_\_

\_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_



## **ARTICLE 18 – INSURANCE COVERAGE**

18.01       **Medical Insurance.** The City agrees to provide the option of medical insurance to all Teamster Local Union No. 117 City of Lakewood Community Service Officers and their dependents. The City shall pay premiums as identified on Appendix B. The medical insurance plans which are in effect at the time of this Agreement are a choice of HealthFirst 250, High Deductible Health Plan (HDHP) or Kaiser Permanente \$20 Co-pay Plan, as offered through the Association of Washington Cities Benefit Trust.

- A. The City will pay one hundred percent (100%) of the applicable tiered rate premium for employee and dependent medical coverage for AWC High Deductible Health Plan (HDHP), including identified contributions to a Health Savings Account (HSA)
- B. The employee shall pay any premiums in excess of the equivalent of the HDHP premiums and HSA contributions as stated above. If premiums are less expensive, the difference will be placed into a 457 Deferred Compensation Account.
- C. In case of any plan design changes implemented by AWC effective in 2019, either party has the option to re-open the health care provisions of this Collective Bargaining Agreement. In the event that the HealthFirst 250 Plan is eliminated during the term of the Collective Bargaining Agreement, the parties agree to re-open the health care provisions of this Collective Bargaining Agreement in order to negotiate a suitable replacement plan.

18.02       **Dental Insurance.** The City agrees to provide dental insurance for employees and their dependents. The dental insurance plan in effect at the time of this Agreement is Washington Dental Service Plan E offered through the Association of Washington Cities. The City shall pay one hundred percent (100%) of the premium for Washington Dental Service Plan E.

18.03       **Orthodontia Insurance.** The City agrees to pay one hundred percent (100%) of the premium for orthodontia coverage for the employee's dependent children. The orthodontia plan in effect at the time of this Agreement is Washington Dental Service Plan II, as offered through the Association of Washington Cities.

18.04       **Vision Insurance.** The City agrees to pay one hundred percent (100%) of the premium for a separate vision plan for employees and their dependents. The vision plan in effect at the time of this Agreement is Vision Service Plan, as offered through the Association of Washington Cities.

18.05       **Life Insurance.** The City agrees to pay one hundred percent (100%) of the premium for a group term life, accidental death and dismemberment insurance policy for each employee in the amount of the employee's total annual salary rounded up to the next thousand dollars, to a maximum of \$100,000. The life insurance plan in effect at the time of this Agreement is Standard Insurance Company Policy 625349-C.

18.06       **Survivor Income Life Insurance.** The City agrees to pay one hundred percent (100%) of the premium for a survivor income life insurance policy, which provides a monthly benefit to an employee's eligible spouse and children upon the employee's death. The survivor



income life insurance plan in effect at the time of this Agreement is Standard Insurance Company Policy 625349-A.

18.07        **Long Term Disability Insurance.** The City agrees to pay one hundred percent (100%) of the premium for a long-term disability policy with a ninety (90) day waiting period for each employee. The long-term disability insurance plan in effect at the time of this Agreement is Standard Insurance Company Policy 625349-D.

18.08        **Option for Employees Covered by Outside Medical Insurance.** Eligible employees may opt out of medical insurance coverage, providing that proof of current medical insurance is provided and a waiver of coverage is initiated. Alternate medical coverage must be maintained. Proof of current medical coverage will be required at least annually; however, the City may require proof at any time. If the employee opts out of medical coverage, the employee shall receive \$125.00 per pay period. Any additional benefits provided by the City shall be offered to employees covered by this agreement.

## **ARTICLE 19 – FAMILY & MEDICAL LEAVE ACT**

The City shall adhere to all federal and state mandates in the provisions of the Family and Medical Leave Act and the Washington State Family Care Act. The City and employees shall each pay a portion of Family and Medical leave benefits pursuant to RCW 50A.04.

## **ARTICLE 20 – UNIFORMED SERVICE EMPLOYMENT AND RE-EMPLOYMENT RIGHTS ACT (USERRA)**

In the event a military reservist is called to the active duty, the City agrees to honor and adhere to all provisions of the Uniformed Service Employment and Reemployment Rights Acts (USERRA) of 1994, including when legally required to make pension contributions up to a maximum of two thousand eighty (2080) hours per year, on behalf of an affected employee.

## **ARTICLE 21 – LABOR MANAGEMENT COMMITTEE**

21.01        A Labor/Management Committee shall be established consisting of three (3) members of Labor, (the Union business representative or designee and two (2) bargaining unit employees appointed by the Union) and three (3) members of the City (the Department Director or designee, and two (2) non-represented personnel appointed by the Department Director).

21.02        The Committee shall be advisory in nature. The Committee shall be used to discuss and investigate issues of common concern, but shall not be used to discuss negotiable issues.

## **ARTICLE 22 – CLOTHING AND EQUIPMENT**

Employees required to wear a uniform as their regular clothing will be provided two (2) short sleeve and two (2) long sleeve button-down shirts, two (2) pairs of utility pants or slacks, and one (1) jacket with liner, with the City of Lakewood patch, upon employment. A “coverall” will be provided upon request. Uniforms and all other equipment deemed necessary by the department will be furnished and/or replaced on an as needed basis as determined by the



City's designee. **The City shall designate two (2) vehicles to be assigned to the CSRT unit. Such vehicles shall be primary to the CSRT unit and be available when needed.**

### **ARTICLE 23 – DEMOCRATIC, REPUBLICAN, INDEPENDENT VOTER EDUCATION (D.R.I.V.E.)**

The City agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the City of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on each pay period during the month. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The City shall transmit to:

D.R.I.V.E.  
International Brotherhood of Teamsters  
25 Louisiana Avenue NW  
Washington, D.C. 20001

The City will send on a monthly basis, one check for the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of state and federal law. No deductions shall be made which is prohibited by applicable law. The International Brotherhood of Teamsters shall reimburse the City for the City's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

### **ARTICLE 24 – SEVERABILITY AND SAVINGS**

24.01 If any Article or Section of this Agreement or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

24.02 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

### **ARTICLE 25 – PRESERVATION OF BARGAINING UNIT WORK**

The City agrees for the purposes of preserving work and job opportunities for the employees covered by this Agreement, that the "core" duties presently performed or hereafter assigned to the collective bargaining unit will not be subcontracted, transferred, leased, assigned or



conveyed in whole or in part to any other facility, vendor, person or non-unit employee or entity except duties already established by practice utilizing modified duty by fully commissioned personnel.

**ARTICLE 26 - PUBLIC DISCLOSURE**

When documents in an employee's personnel, payroll, supervisory or training file are the subject of a public disclosure request, the City shall notify the employee either prior to or concurrently with the legally required five-day initial response to the requestor. Such notice shall provide the anticipated date of document production. The request shall be immediately available to the employee through the City's NextRequest system. It is the employee's responsibility to pursue a Court order seeking to prevent disclosure that the City would otherwise provide.

The City will comply with any court order or subpoena for documents from an employee's file as indicated in the order and provide a copy of any such order to the affected employee.

**ARTICLE 27 – DURATION OF AGREEMENT**

27.01 This Agreement shall be effective from January 1, 2019 through December 31, 2021.

27.02 It is the intent of the parties to this Agreement that negotiations for change or modification shall begin one hundred twenty (120) days, and in no event later than sixty (60) days prior to the termination of this Agreement. The City shall pay up to two (2) employees serving as the Union negotiating committee their regular rate of pay for meetings spent in formal negotiations between the City and the Union.

Approved by City Council on the \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF LAKEWOOD**

**TEAMSTERS LOCAL UNION  
NO. 117, IBT**

\_\_\_\_\_  
**JOHN J. CAULFIELD**  
City Manager

\_\_\_\_\_  
**JOHN SCEARCY**  
Secretary-Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
**BRIANA SHUMACHER**                      **Date**  
MMC, City Clerk

\_\_\_\_\_  
**HEIDI ANN WACHTER**                      **Date**



## **APPENDIX “A”**

### **Community Service Officers**

Effective January 1 of each of the following years of the Agreement, the salary range shall be:

#### **2019 - 3% COLA**

HR	\$ 22.92	\$ 29.98
MO	\$ 3,973.00	\$ 5,197.00
YR	\$47,674.00	\$62,358.00

#### **2020 - 2.5% COLA**

HR	\$ 23.50	\$ 30.73
MO	\$ 4,073.00	\$ 5,327.00
YR	\$48,880.00	\$63,918.00

#### **2021 - 2.5% COLA**

HR	\$ 24.09	\$ 31.50
MO	\$ 4,176.00	\$ 5,460.00
YR	\$50,107.00	\$65,520.00



**Memorandum of Understanding  
By and Between  
City of Lakewood  
Community Service Officers  
And  
TEAMSTERS LOCAL UNION NO. 117  
Affiliated With The  
International Brotherhood of Teamsters**

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***Re: Retroactive Payment***

The City of Lakewood shall make payment of any retroactive pay owed, to either current or past members of the Bargaining Unit, within thirty (30) days of the signing of the Current Collective Bargaining Agreement.



# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> March 18, 2019	<b>TITLE:</b> Authorize an Inter-local Agreement with Lakewood Water District for construction of a water main through Fort Steilacoom Park along Angle Lane.	<b>TYPE OF ACTION:</b> — ORDINANCE — RESOLUTION <u>X</u> MOTION NO. 2019-18 — OTHER
<b>REVIEW:</b> March 18, 2019	<b>ATTACHMENTS:</b> Inter-local Agreement between The City of Lakewood and Lakewood Water District regarding the construction of a water main along Angle Lane.	

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

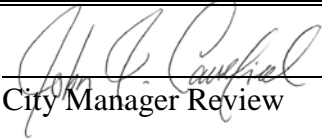
**RECOMMENDATION:** It is recommended that the City Council direct the City Manager to execute an Inter-local Agreement with Lakewood Water District for construction of a water main through Fort Steilacoom Park along Angle Lane between Steilacoom Boulevard and Elwood Drive.

**DISCUSSION:** The City of Lakewood is currently planning and designing utility improvements to Fort Steilacoom Park, including construction of a water main to provide fire flow for current and future development of the park. The Fort Steilacoom utility project is scheduled to be bid for construction on April 16, 2019.

The City has met with Lakewood Water District to review the City's water needs within the park as well as the District's needs for future expansion in the vicinity. The City's immediate needs require an 8" water main along Angle Lane from Steilacoom Boulevard to Waughop Lake Road. The Water District has needs for a 12" water main from Steilacoom Blvd to the intersection at Elwood and Angle Lane. The City and the Water District have reached an agreement for the construction of a 12" water main through the park. This construction will require an inter-local agreement for the City to design, advertise, and construct the water main and turn it over to the Water District for operation and maintenance. An inter-local agreement requires Council action in order to execute the agreement.

**ALTERNATIVE(S):** There is no practical alternative to obtain fire flow for Fort Steilacoom Park.

**FISCAL IMPACT:** The City has estimated its' share of the water main improvements to cost \$178,050 and upon authorization, agree to contribute that amount toward the construction of the water line. As stated in the agreement, Lakewood Water District would reimburse the City for all staff and associated construction contract costs for the water main replacement beyond the \$178,050.

Prepared by _____	 _____ City Manager Review
Department Director _____	



**AN INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF LAKEWOOD AND THE LAKEWOOD WATER DISTRICT  
REGARDING THE CONSTRUCTION OF UTILITY IMPROVEMENTS WITHIN  
FORT STEILACOOM PARK ALONG ANGLE LANE BETWEEN ELWOOD DRIVE  
AND STEILACOOM BOULEVARD**

THIS AGREEMENT is entered into by and between the CITY OF LAKEWOOD, a municipal corporation of the State of Washington (the “City”) and the LAKEWOOD WATER DISTRICT, a special purpose district of the State of Washington (the “Water District”), collectively referred to as the “Parties.”

WHEREAS, pursuant to Chapter 39.34 RCW, the Parties, are authorized to enter into an interlocal agreement for the purposes of cooperatively and efficiently providing utility services to the citizens they serve; and,

WHEREAS, the purpose for this agreement is to allow coordination between the Parties during the construction of utilities within the real property consisting of Pierce County Parcels 0220321023 and 0219041000 along Angle Lane SW from Steilacoom Boulevard SW to Elwood Drive SW which is referred to as the “Corridor”; and,

WHEREAS, Angle Lane SW from Steilacoom Boulevard SW to Elwood Drive is located within the boundaries of both the City and the Water District; and,

WHEREAS, the Parties recognize the need for improved utility infrastructure in the Corridor; and,

WHEREAS, the City has budgeted \$700,000 in funds to design and construct utility improvements to Fort Steilacoom Park which is located within the Corridor, and all these improvements are collectively referred to as, "Utility Improvements"; and,

WHEREAS, the Water District has budgeted over \$250,000 from its capital improvement fund to install water mains within the Corridor, and these improvements are referred to as "Water Main Improvements"; and,

WHEREAS, the City is the lead agency for the design and construction of the Utility Improvements; and,

WHEREAS, the Parties recognize that it is in the best interest of the public to coordinate the design and construction of the Utility Improvements and Water Main Improvements when the coordination will minimize costs, conflicts among the utility systems, and public inconvenience during construction; and

WHEREAS, the Parties recognize that it is in the best interest of the public to particularly incorporate the Water District’s Water Main Improvements into the City's construction plans and contract for its Utility Improvements because incorporation will increase efficiency and decrease costs; and



WHEREAS, the incorporation of the Water District's Water Main Improvements into the City's Utility Improvements for the Corridor is referred to as the "Project"; and

WHEREAS, the Parties recognize the complexity and challenges associated with implementing the Project and pledge to work cooperatively to assure a mutually successful implementation and completion of the Project;

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

### SECTION 1. DURATION

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

### SECTION 2. PURPOSES

The City plans to construct a water line to serve the facilities at Fort Steilacoom Park. To do so, the City would typically build half the line at an 8-inch diameter. However, the 8-inch diameter line will not meet the needs of the Water District, which needs a 12-inch diameter line to service areas outside of the Park. So, in general, the City and District have agreed that the City will pay a specified amount of the extension to serve the facilities the City needs based upon the cost of a traditional 8-inch diameter line, parts, and the work to install and the Water District will pay for the difference in the work to construct the line from an 8-inch to the 12-inch diameter line in the area to serve the facilities at Fort Steilacoom Park

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

### SECTION 3. IDENTIFICATION OF GOALS

The goals entering into this agreement are to: (1) facilitate the design and construction of the Project; (2) produce a project that meets the applicable standards as set forth through the District's Developers Extension Agreement and Design/Construction Specifications & Standards (DEA) and approval of both the City and the Water District; (3) achieve maximum cost savings for the benefit of the public served by both the City and the Water District; (4) minimize inconvenience to the traveling public during construction of the Project; (5) perform appropriate levels of construction administration and construction quality assurance and quality control; (6) create a Project schedule maximizing coordination among the City, the Water District, and the Project's contractor(s); (7) provide the Water District with planning input during all aspects of



Project; (8) create a Project sequencing schedule to insure continuity of water service and fire flow to all areas of affected community throughout the duration of the Project.

#### SECTION 4. THE CITY'S RESPONSIBILITY

- A. The City shall designate a construction lead administrator to administer the cooperative undertaking of the Project.
- B. The City shall lead development of design and bid documents for the Utility Improvements.
- C. The City shall pay for all portions of the Project not related to the Water Main Improvements and contribute \$178,050 toward the cost of the Water Main Improvements, plus the costs of water service connections and General Facilities Charge.
- D. The City shall provide CAD / design support for the development of the Water Main Improvements plans and specifications for inclusion in the Project bid documents.
- E. The City shall complete all necessary environmental documentation for the Project and shall serve as the lead agency in ensuring that the Project complies with all applicable requirements of the State Environmental Policy Act, chapter 43.21C RCW (SEPA).
- F. In coordination with the Water District, the City shall secure all necessary rights-of-way and easements required for the construction of the Project.
- G. The City shall be the lead in development of the contract provisions and plans for the Project including: (1) inclusion of plans and specifications; (2) advertisement and posting for bids; (3) instructions to bidders, including an instruction that bidders show the cost of contract items allocated to the Water Main Improvements segregated from the cost of contract items for which the City is funding; (4) bid form, bid schedules, and bidder information and signature form; (5) establishment of the naming and scope of each of the various bid schedules; (6) deposit or bid bond form; (7) non-collusion affidavit form; (8) subcontractor list; (9) bidder's construction experience form; (10) contract agreement; (11) contract bond (performance and payment); and (12) state wage rates.
- H. The City shall be the lead in the bidding process for the Project.
- I. Prior to advertising the Project, the City shall provide to the Water District the draft contract provisions prepared by the City. The City shall not advertise the Project until the Water District has responded to the draft contract provisions as described in Section 4.D of this Agreement.
- J. No more than three (3) business days after identifying the lowest responsible and responsive bidder for the Project, the City shall submit that bidder's bid proposal to the Water District for review and response as described in Section 4.E of this Agreement.
- K. The City shall not award the Project construction contract to that bidder before the Water District has responded to the bidder's proposal as described in Section 4.E of this Agreement.
- L. Prior to commencement of any work on the Project, the City shall organize a preconstruction conference and shall provide the Water District with no less than five (5) business days' prior notice of the scheduled preconstruction conference.
- M. The City shall be the lead on the construction administration for the Project including: (1) constructability analysis (independent consultant review of construction staging, utility conflicts, utility staging, etc.) if included in scope of work for Water District and



attendant cost estimate; (2) submittal management, except for work associated with the Water Main Improvements which management shall be administered by the Water District; (3) inspection services, except for work associated with the Water Main Improvements which inspections shall be conducted by the Water District; (4) setting agendas for, facilitating, and preparing meeting minutes from weekly construction meetings; (5) setting agendas for, facilitating, and preparing meeting minutes from monthly management meetings; (6) construction contract scheduling; (7) reviewing of contractor payment requests; (8) document reviews; and (9) record drawings.

- N. The City shall bill the Water District for costs related to the Water Main Improvements in accordance with the payment provisions set forth in this Agreement.
- O. The City shall promptly notify the Water District of the completion of the Water Main Improvements.
- P. The City shall promptly notify the Water District of any issues related to the Project that the City believes are inconsistent with the design or construction documents of the Project or with this Agreement. The City shall work cooperatively with the Water District to resolve any such issues to the mutual satisfaction of both Parties. If the Parties are unable to resolve the issues cooperatively, the Parties shall engage in the dispute resolution procedures identified in this Agreement.
- Q. The City shall provide the Water District with As-Built drawings showing any modifications to the approved plans in AutoCAD as well as .pdf formats.
- R. The City will, upon completion of the project, deliver to the Water District an easement 20 feet in width across the water main alignment that meets the District's requirements for operation, maintenance, repairs, and replacement of the water line in perpetuity.

## SECTION 5. WATER DISTRICT RESPONSIBILITY

- A. The Water District shall be responsible for review of design and bid documents for the Water Main Improvements. The Water District's engineer shall review and approve the Water Main Improvements design and bid documents prepared by the City.
- B. The Water District shall pay for all portions of the Water Main Improvements as described in Section 5 of this Agreement, with the exception of the amount listed in Section 3C to be paid by the City for their share in the project.
- C. Prior to the advertising of the Project, the Water District shall review the draft contract provisions prepared and provided to the Water District by the City for any required modifications. Within five (5) business days after receiving the draft contract provisions, the Water District shall issue written notification to the City of any issues with the draft contract provisions or of acceptance of the draft contract provisions. If the Water District notifies the City of any issues with the draft contract provisions, the City shall have the option to address the issues. If the City does not address the issues to the Water District's satisfaction, the Water District may terminate this Agreement as set forth in this Agreement. If, after the five- (5) day period, the Water District has not notified the City of any issues with the draft contract provisions or of acceptance of the draft contract provisions, the draft contract provisions shall be considered accepted by the Water District.
- D. After receiving a copy of the lowest responsible and responsive bidder's bid proposal from the City, the Water District shall, within five (5) business days issue written



notification to the City of any issues with the proposal or of acceptance of the proposal. If the Water District notifies the City of any issues with the proposal, the City shall have the option to address the issues. If the City does not address the issues to the Water District's satisfaction, the Water District may terminate this Agreement as set forth in this Agreement. If, after the five- (5) day period, the Water District has not notified the City of any issues with the proposal or of acceptance of the proposal, the proposal shall be considered accepted by the Water District.

- E. The Water District shall provide a representative for construction administration of the Project to: (1) review and, if acceptable, approve submittals, requests-for-information, and other documents about the Water Main Improvements and return them to the lead construction administrator within three (3) business days; (2) be present at weekly construction and monthly management meetings; (3) review contractor payment requests for work associated with the Water Main Improvements; (4) coordinate with the contractor(s) and the City to determine temporary water service needs including materials necessary for and location of temporary water mains and services, maintenance of temporary water mains and services, and timetable(s) for construction and dismantling of temporary water mains and services; (5) coordinate with the City and contractor(s) when old water mains are to be abandoned and installed portions of new mains shall be brought into service; (6) verify pre-determined project and sequencing schedules are followed by the contractor(s); and (7) assist in determining need and direction of potential changes in project and sequencing schedules if a change in conditions arises. If any disputes arise regarding the Water District's role in construction administration of the Project, the Parties shall work cooperatively to resolve any such disputes to the mutual satisfaction of both Parties. If the Parties are unable to resolve the issues cooperatively, the Parties shall engage in the dispute resolution procedures identified in this Agreement.
- F. The Water District shall inspect all materials and work associated with the Water Main Improvements. All costs for such inspection shall be borne by the Water District. All contact between the Water District's inspectors and the City's contractor shall be through the City's on-site representative who shall be identified by the City at the Project preconstruction conference.
- G. The Water District shall provide to the City copies of all daily inspection reports for work involving the Water Main Improvements on a weekly or other agreed-upon interval.
- H. The Water District shall, within twenty (20) business days after the City's notification of completion of the Water Main Improvements and testing, issue written notification to the City of any deficiencies or of acceptance of the work. The City's contractor shall correct any deficiencies as soon as reasonably practicable. If, after the twenty- (20) day period, notification has not been received by the City, the Water Main Improvements shall be considered complete and accepted by the Water District.
- I. The Water District shall promptly notify the City of any issues related to the Project that the Water District believes are inconsistent with the District's DEA standards and design or construction documents of the Project or with this Agreement. The Water District shall work cooperatively with the City to resolve any such issues to the mutual satisfaction of both Parties. If the Parties are unable to resolve the issues cooperatively, the Parties shall engage in the dispute resolution procedures identified in this Agreement.

## SECTION 6. COSTS AND PAYMENTS



- A. The Water District agrees to set aside funds for payment to the City for all costs associated with the Water Main Improvements, as described in Section 5.B of this Agreement.
- B. The Water District shall pay the City for the following costs:
- (1) The Water District shall pay the City on a time and materials basis for the design and construction administration costs incurred by the City for the Water Main Improvements. A cost estimate is included as Exhibit A for the benefit of the Water District on what they can expect to pay the City for these services.
  - (2) 100 percent of the final cost of all contract items related to the Water Main Improvements, **(excluding the costs of the 8-inch line the COL required to the pavilion)** as shown in the bid proposal of the successful bidder. The parties to this agreement will work cooperatively in preparation of the bid request and bid documents so that bids will separately identify and allocate costs so that the financial obligations of the parties may be determined with a high degree of certainty;
  - (3) The Water District's proportionate share **(in excess of the original cost to complete the COL original work for the 8-inch water main)** of the unallocated Project costs, such as mobilization and demobilization, as shown in the bid proposal of the successful bidder. The Water District's proportionate share shall be determined by the following formula: (Costs allocated to Water Main Improvements in the bid proposal of the successful bidder) divided by (Costs allocated to the Project in the bid proposal of the successful bidder).
  - (4) The Water District shall pay \$9036.40 equal to 75% **75 percent** of the cost of Cultural Resources Assessment required for constructing the Water Main Improvements along Angle Lane from Waughop Lake Road to Elwood Drive. Shall not exceed the amount shown above unless authorized by Lakewood Water District.
  - (5) The Water District shall pay the City the entirety of the construction administration costs of the Water Main Improvement. **(Exclusive of the original 8-inch water main )**
  - (6) 100 percent of the cost of any extra work associated with the Water Main Improvements within the amount allowed under Section 6.C and any costs for extra work that have been approved in accordance with Section 6.D of this Agreement, so long as such extra work has been approved by the Water District consistent with Section 6.B of this Agreement.
- C. The City shall provide the Water District with properly executed invoices and other appropriate documents segregating and identifying the contractor's payments, equipment, materials, and labor expended on the Water Main Improvements, plus the Water District's proportionate share of the unallocated Project costs, plus the Water District's proportionate of the City's actual costs incurred in support of the Water Main Improvements, plus the cost of any extra work associated with the Main Improvements.
- D. Approved invoices describing costs consistent with Section 5.B above and meeting the description in Section 5.C above shall be paid by the Water District within forty-five (45) days of receipt by the Water District. Notice of any potential dispute regarding payment on an invoice shall be made in writing within the same time period. Payment by the Water District shall not constitute agreement as to the appropriateness of any item or acceptance of the work so represented. If the Parties are unable to cooperatively resolve



the dispute, they shall engage in the dispute resolution procedures identified in this Agreement. Interest, at the simple interest rate of 2 percent per year, shall be charged on all past-due payments until paid except for any portion of the past-due payment for which it is determined that the Water District is not responsible.

## SECTION 7. CHANGES AND CONTRACTOR CLAIMS

- A. There may be unforeseen conditions requiring immediate resolution during the construction phase of this Agreement such as construction disputes and claims, changed conditions, and changes in the construction work. Reimbursement for increased construction engineering and/or construction contract amounts shall be limited to costs covered by a modification, change order, or extra work order approved as described below.
- B. No change shall be permitted to the approved construction, scheduling, or sequencing plans for the Water Main Improvements unless approved by the Water District.
- C. Should it be determined that any change from the Project contract plans and specifications is required that would result in an increased cost to the Water District of \$2,500 or less, the City shall provide the Water District with no less than 24-hours' notice of the proposed change. If the Water District approves the change or does not respond before the expiration period of the notice period, the City is authorized to make the change. If the Water District notifies the City that the Water District disapproves the change within the notice period, the City shall have no authority to make the change.
- D. Any change in the Project that would result in an increased cost to the Water District in excess of \$2,500 and any change disapproved by the Water District under Section 6.C above shall not be authorized unless and until a binding Letter of Agreement describing the changed scope of work and the estimated change in the Water Main Improvements cost has been signed by both the City's Public Works Engineering Director or his/her designee and the Water District's General Manager or his/her designee. The Water District and the City will work diligently together in securing the execution of said binding Letter of Agreement so as not to hold up the City's contractor from carrying out the work.
- E. Each Party, in the event of a claim by the construction contractor, shall be responsible for its share of the claim filed by the contractor arising out of that Party's proportionate responsibility for the claim.
- F. If the City's contractor submits a claim that impacts the amount to be paid by the Water District, the City will provide a copy of the claim to the Water District along with information and data relevant to it. The Water District shall consider the claim and provide a response to the City. If the Water District rejects the claim in whole or in part, and the contractor does not accept the Water District's position, then the claim will be resolved pursuant to the dispute resolution process of the City-contractor contract. At the Water District's option, the Water District may appear in that process in the City's name and shall be fully responsible for preparation and presentation of the defense to the claim and shall bear all expenses and attorney's fees incurred in doing so. If the dispute resolution process results in a determination that the contractor's claim is valid, then the Water District shall pay the City for the amount of the claim.



## SECTION 8. INDEMNIFICATION AND DEFENSE

- A. The City shall defend, indemnify, and hold harmless the Water District, its officers, elected officials, employees, and agents from any and all costs, claims, judgments, or awards of damages of any nature whatsoever resulting from acts or omissions of the City, its officers, elected officials, employees, or agents associated with this Agreement.
- B. The Water District shall defend, indemnify, and hold harmless the City, its officers, elected officials, employees, and agents from any and all costs, claims, judgments, or awards of damages of any nature whatsoever resulting from acts or omissions of the Water District, its officers, elected officials, employees, or agents associated with this Agreement.
- C. In the event of the concurrent negligence of the City and the Water District, each shall be liable for its own percentage of fault. The entities' responsibility to indemnify each other includes the obligation to defend the other and to pay any judgment or award and all chargeable costs and reasonable attorney's fees.
- D. Each party shall individually assume all risk and liability for the specifications, materials requirements, identified work methods, and engineering requirements related to his project for which each party is solely responsible for providing.

## SECTION 9. NO THIRD-PARTY BENEFICIARY

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

## SECTION 10. INSURANCE COVERAGE

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

The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, neither the City nor the Water District shall be deemed or construed to have assessed the risks that may be applicable to the contractor under this Agreement. The contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for



professional liability, errors and omissions when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Agreement.

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

- A. General Liability. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 Ed. 11-88 covering COMMERCIAL GENERAL LIABILITY. \$1 million combined single limit per occurrence, and for those policies with aggregate limits, a \$2 million aggregate limit.
- B. Automobile Liability. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 Ed. 12/90 covering BUSINESS AUTO COVERAGE, symbol 1 “any auto”; or the combination of symbols 2, 8, and 9. \$1 million combined single limit per accident.
- C. Workers’ Compensation; Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers’ Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or “other States” State Law.
- D. Employer’s Liability or “Stop Gap”. Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the general liability policy.
- E. Builder's Risk/Installation Floater: The contractor shall procure and maintain during the life of the Contract, or until acceptance of the project by the City and the Water District, whichever is longer, “All Risk” Builders Risk or Installation Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft, and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100 percent of the replacement value thereof. The policy shall be endorsed to cover the interests, as they may appear, of the City and the Water District, Contractor, and subcontractors of all tiers with the City and the Water District listed as loss payees.

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



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

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

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

With respect to all Liability Policies except Workers Compensation:

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

Unless otherwise approved by the City and the Water District:

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

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

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



## SECTION 11. DISPUTE RESOLUTION

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

## SECTION 12. NON-DISCRIMINATION

The City and the Water District certify that they are Equal-Opportunity Employers.

## SECTION 13. ASSIGNMENT

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

## SECTION 14. NOTICE

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

LAKEWOOD WATER DISTRICT  
11900 Gravelly Lake Drive SW  
P.O. Box 99729  
Lakewood, WA 98499-0729

Attn: Randall M. Black, General Manager

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

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



Attn: Paul A. Bucich, Public Works Engineering Director

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

#### SECTION 15. PROJECT RECORDS

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

#### SECTION 16. CITY AND WATER DISTRICT AS INDEPENDENT CONTRACTORS

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

Nothing in this Agreement shall make any employee of the City a Water District employee or any employee of the Water District a City employee for any purpose, including, but not limited to, the withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded the City or the Water District employees by virtue of their employment.

#### SECTION 17. WAIVER

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

#### SECTION 18. ENTIRE AGREEMENT

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

#### SECTION 19. AMENDMENT



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

#### SECTION 20. TERMINATION

- A. The City has the right to terminate this Agreement by providing written notice to the Water District. If the City terminates this Agreement, the City shall be responsible for costs incurred by the Water District associated with the Utility Improvements prior to the City's notice of termination, and the Water District shall only be responsible for costs reasonably incurred by the City that are directly attributable to the Water Main Improvements prior to the City's notice of termination.
- B. Prior to the award of the construction contract, the Water District has the right to terminate this Agreement by providing written notice to the City. If the Water District terminates this Agreement prior to the award of the construction contract, the Water District shall be responsible for all costs reasonably incurred by the City in executing the necessary contract changes to delete the Water Main Improvements from the Project.
- C. After award of the construction contract by the City, the Water District may terminate this Agreement only upon 30 days' written notice to the City. In that event, the Water District shall be responsible for all costs reasonably incurred by the City through the date 30 days from the date of the Water District's notice to the City and all bona fide costs reasonably claimed by the contractor in deleting the Water Main Improvements from the Project.

#### SECTION 21. FILING

Both Parties shall file copies of this Agreement, together with the motions of the Lakewood City Council and Water District Board approving and ratifying this Agreement, with the Lakewood City Clerk and the Water District General Manager after execution of the Agreement.

#### SECTION 22. SEVERABILITY

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



**IN WITNESS WHERE OF**, the Parties have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF LAKEWOOD

LAKEWOOD WATER DISTRICT

\_\_\_\_\_  
John J. Caulfield, City Manager

\_\_\_\_\_  
Randall M. Black, General Manager

Attest:

\_\_\_\_\_  
Briana Schumacher, City Clerk

Approved as to Form:

\_\_\_\_\_  
Heidi Wachter, City Attorney

\_\_\_\_\_  
John W Milne, District Attorney



# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> March 18, 2019	<b>TITLE:</b> Resolution of intention by the City Council to form the American Lake – Lake Management District.	<b>TYPE OF ACTION:</b> — ORDINANCE <u>X</u> RESOLUTION NO 2019-07 — MOTION — OTHER
<b>REVIEW:</b> March 11, 2019	<b>ATTACHMENTS:</b> Resolution and boundary map	

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

**RECOMMENDATION:** Approve a resolution of intention to form the American Lake – Lake Management District. Hold a public hearing on the formation of the proposed lake management district on April 22, 2019.

**DISCUSSION:** American Lake is infested with Eurasian watermilfoil, a state listed noxious weed. Milfoil is covering approximately 118 acres of the lake’s shoreline. It will continue to spread and cover the entire shoreline of the lake if left unchecked.

Lakefront private property owners have been working with the City to pursue formation of a Lake Management District (LMD) in accordance with Chapter 36.61 RCW. An LMD will allow property owners to tax themselves to pay their fair share to control or eradicate milfoil.

The Pierce County Council passed Resolution No. R2019-21 on March 5, 2019, approving the inclusion of Camp Murray in the LMD. Since Camp Murray is located in incorporated county and not within our city limits, the County Council had to approve of their inclusion. (continued on page 2)

**ALTERNATIVE(S):** 1) Approve the resolution of intention to form a lake management distict; or 2) reject the resolution and not move forward with a proposed lake management district.

**FISCAL IMPACT:** The City will pay into the LMD approximately \$622 annually for the two parks that front on the lake. Funds raised from the LMD will pay for lake treatment, monitoring, and educational efforts related to milfoil and other invasive aquatic species. The funds will also pay for City staff time needed to support the district.

Greg Vigoren

Prepared by

Paul Bucich, P.E

Department Director

  
City Manager Review



**DISCUSSION:**

The federal property of JBLM and the VA medical center is exempt from inclusion in the LMD. However, they have expressed their support regarding efforts to control milfoil. The City will continue to work with them to find a way for them to provide a proportionate share of funding for milfoil control.



## RESOLUTION NO. 2019-07

A RESOLUTION of intention by the City Council of the City of Lakewood, Washington, to form the American Lake - Lake Management District and Setting a Public Hearing on the Formation of the District.

WHEREAS, Chapter 36.61 and RCW 35.21.403 authorize the City to establish a lake management district within its boundaries; and

WHEREAS, the purpose of a lake management district is to establish a governmental mechanism by which property owners can embark on a program of lake improvement and maintenance for their and the general public's benefit, health, and welfare; and

WHEREAS, property owners surrounding American Lake have demonstrated support for the formation of a lake management district; and

WHEREAS, pursuant to Chapter 36.61, public property, including state property, shall be considered the same as private property in a lake management district, except liens for special assessments and liens for rates and charges shall not extend to public property; and

WHEREAS, pursuant to Chapter 36.61, the Pierce County Council passed Resolution No. R2019-21 on March 5, 2019, approving the inclusion of the property generally known as Camp Murray into the American Lake – Lake Management District; and

WHEREAS, pursuant to Chapter 36.61, lake bottom property and marine property below the line of the ordinary high water mark shall not be considered to be benefited, shall not be subject to special assessments or rates and charges, and shall not receive voting rights under a lake management district; and

WHEREAS, the City shall determine the sufficiency of the signatures, which shall be conclusive upon all persons. No person may withdraw his or her name from a petition after it is filed; and

WHEREAS, the City has determined that the petition is sufficient; and

WHEREAS, the City has determined that the proposed lake management district appears to be in the public interest and that the financing of the activities is feasible.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON, DOES RESOLVE as Follows:

**Section 1. Nature of Activity.** The planned lake improvement and maintenance activities to be financed are invasive aquatic species management, water quality management, and maintenance, monitoring, and educational efforts related to those activities; and



**Section 2. Amount of Money to be Raised.** The amount of money proposed to be raised by special assessment to fund the American Lake – Lake Management District is \$209,766 over 10 years; and

**Section 3. Special Assessments.** Special assessments will be imposed annually for the duration of the lake management district; and

**Section 4. Rates and Charges Imposed.** The following rates and charges are proposed: \$0.66/foot of lakefront property; and

**Section 5. Duration.** The number of years proposed for the duration of the lake management district is 10 years, consisting of 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028; and

**Section 6. Boundaries.** The proposed boundaries of the lake management district are as set forth in the attached Exhibit A.

**Section 7. District's Number.** The number of the proposed American Lake - Lake Management District is No. 1.

**Section 8. Public Hearing.** A public hearing on the formation of the proposed lake management district shall be held on April 22, 2019.

ADOPTED by the City Council this 18th day of March, 2019.

CITY OF LAKEWOOD

Attest:

\_\_\_\_\_  
Don Anderson, Mayor

\_\_\_\_\_  
Briana Schumacher, City Clerk

Approved as to Form:

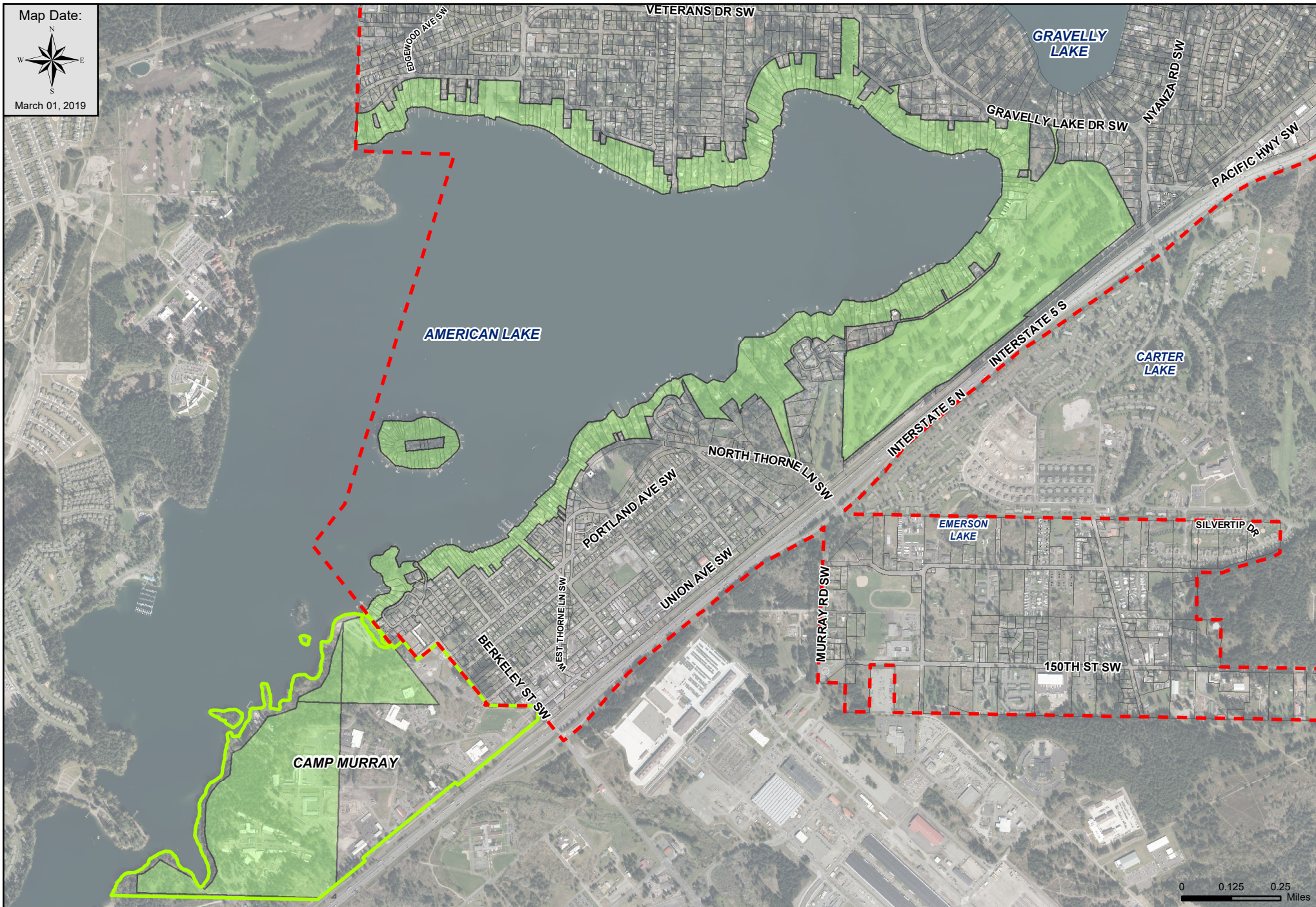
\_\_\_\_\_  
Heidi Ann Wachter, City Attorney



Map Date:



March 01, 2019



0 0.125 0.25 Miles

- Proposed Lake Management District
- Tax Parcel
- Lakewood City Limit

# American Lake

## Proposed Lake Management District

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**LAKEWOOD ARTS COMMISSION  
REGULAR MONTHLY MEETING MINUTES  
Date: Monday, January 7, 2019 Time: 5:00PM – 6:15 PM  
Lakewood City Hall, American Lake Room  
6000 Main Street SW Lakewood, WA 98499**

**Attendees:** Linda McDermott (Chair), Earl Borgert, Kat Flores, Phil Raschke, Adrianna Bayer, Patti Belle, Julie Powers, Darryl Owens

**City Council Member:** Jason Whalen

**Staff:** Sally Martinez, Nicolette York

**Youth Council Members:** Susan Cossio Trujillo, Angel Lee, Eileen Nguyen

**Excused:** Susan Coulter, Airica Keller, Stephanie Rose, Lani Neil, Tod Wolf, Phil Raschke

**Call to Order:** Meeting was called to order at 5:02 p.m. by Earl Borgert

**Approval of Minutes:** Julie Powers moved to approve the December minutes, Kat Flores seconded. MPU

**Public Comment:** None

**Colonial Plaza Public Art:** Courtney Brunell, Planning Manager, gave a power point presentation on the Colonial Plaza Public Art project. Two foundations for art will be put in place at the “entrance” off gravelly lake and Motor Ave, on each side of the street, to support 2 a sculptures.

The Arts Commission is tasked with organizing a stake holders group by February 15. They will give input on the RFP and also help review, score and recommend to City Council the finalists of the artwork that is submitted.

Secondly the Arts Commission is tasked with creating an RFP for two sculptures to be posted by 3.1.19. Ideally the sculptures will be columns or tall vertical pieces. Courtney will provide the dimensions.

The highest scoring proposals will be recommended to City Council for a final decision. The materials used will need to pass the test of time, and be easy to maintain. The Public Art sculpture budget is \$25-50K

Jason recommended looking at the City public Art Policy that was passed about 4 years ago as a guideline. Jason said the council is very excited about this. This project is a catalyst for private development. The City owns 80 feet of right away. Council met with the Nisqually Tribal council and discussed the Colonial Center development with them. Jason likes the idea canoe type impressionistic columns in bronze with the word “welcome” in all of the languages in the city.

Earl recommended writing up a history of the Colonial Center to include in the packet.

There will be colonial design elements to all of the new shops in the plaza.

There was discussion about other art including covering garbage cans and electrical boxes



**Budget:** It was decided to table the finance allocation of \$2,000 until February meeting when more members are present.

**Holiday Committee:** Linda gave an event recap on the great success and Jason said "what you do really matters." This was a good example of thinking outside of the box, being creative and inviting change.

**Public Art:** Sally's public art presentation will be discussed after the Colonial Center Art project is underway.

**Sub-Committee Formation:**

**Public Art Committee-** Lead is Earl Borgert Members: Earl, Patti, Kat, Julie, Jason

**Holiday Committee –** Lead is Linda McDermott Members: Linda, Lani, Darryl, Adriana, Tod, Earl

**Summer Concerts Committee –** Lead is Darryl Owens Members: Susan C, Darryl, Adrianna, Patti, Phil

**Rotating Art Committee -**Lead is Lani Neil Members: Lani, Julie

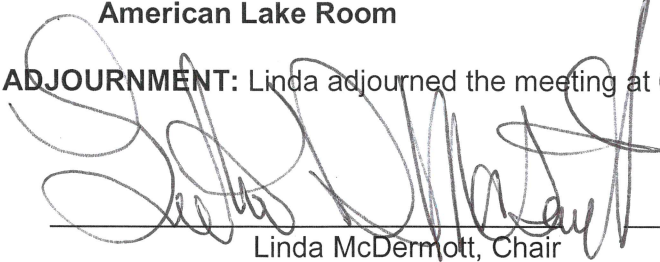
**MLK Committee -** Lead is Phil transitioning to Kat Members: Phil, Kat, Julie

**Board Comments:** None

**NEXT MEETING:**

**Monday, February 4, 2019 @ 5:00 pm – City Hall  
American Lake Room**

**ADJOURNMENT:** Linda adjourned the meeting at 6:02 p.m.

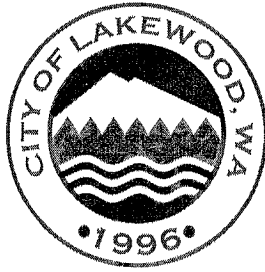


Linda McDermott, Chair



Sally Martinez, Recreation Coordinator





## **PUBLIC SAFETY ADVISORY COMMITTEE**

Regular Meeting Minutes  
Wednesday, February 6, 2019  
Lakewood Police Department  
9401 Lakewood Drive SW  
Lakewood, WA 98499

### CALL TO ORDER

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

### ROLL CALL

Public Safety Advisory Committee Members Present: Alan Hart, Ken Witkoe, Mark Peila, Michael Arnett and Michael Kelly

Public Safety Advisory Committee Members Excused: James Hairston

Public Safety Advisory Committee Members Absent: Johnny Williams

City Councilmember Present: Councilmember Marie Barth

Fire Department Staff Present: Assistant Fire Chief Hallie McCurdy

Lakewood Youth Council Present: Lynese Cammack

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

### APPROVAL OF MINUTES

Mark Peila motioned to approve January's meeting minutes. All ayes; minutes were approved.

### PUBLIC COMMENT

Charles Ames asked for more information regarding Officer Eric Bell and asked what PSAC was going to do about the measles outbreak.



## GUEST SPEAKERS

### **Handout- Public Works Roadway Safety**

Jon Howe and Weston Ott, from Public Works gave a presentation on Roadway Safety and how studies are done, as well as upcoming projects around the city, such as sidewalk and light installations. Discussion ensued.

## CITY COUNCIL LIAISON COMMENTS

Councilmember Marie Barth talked about the recent weather, Clover Park School District being the highest 4 year graduation rate in the area (89.9%), algae treatment at American Lake, the Rental Housing Program, and sales tax collections.

Youth Councilmember Lynese Cammack asked if the City Council was involved in the Superintendent hearings and Councilmember Marie Barth stated that the Mayor, Deputy Mayor and City Manager had all attended two of them so far; they are definitely paying attention to the selection process.

## FIRE CHIEF COMMENTS

Assistant Fire Chief Hallie McCurdy gave an update on their numbers, stating that, in 2018, they reached 16,000 calls for service for the first time ever. Alan Hart asked if the Fire Department had Adult Family Homes response data; Assistant Chief McCurdy stated they do and she will bring it to the next meeting.

## POLICE CHIEF COMMENTS

Chief Michael Zaro discussed recent cases. The homelessness issue came up and Assistant City Attorney Kymm Cox discussed the Point in Time Homeless Count done by Pierce County. Discussion ensued. Chief Zaro also stated that the contract for the Mental Health Professional, for the Behavioral Health Contact Team (BHCT) had been renewed for another two years, as well.

Chief Michael Zaro informed everyone that this year's Pierce County Law Enforcement Memorial will be happening on Thursday, May 2<sup>nd</sup> at the McGavick Center.

## YOUTH COUNCIL COMMENTS

Youth Councilmember Lynese Cammack stated that the Youth Council was working on the Youth Summit which would be the second weekend in May, as well as collaborating with Steilacoom Councilmembers to create a Youth Council in their city, as well.



## UNFINISHED BUSINESS

Chief Michael Zaro brought everyone's attention to the fact that Fireworks had been added back onto PSAC's 2019 Work Plan. Chief Zaro stated that while it is too late to make any recommendations for this year's 4<sup>th</sup> of July, it is not too late for 2020 and that the City Council is looking for some kind of a formal recommendation to be presented to them, for the purpose of evaluation of whether or not there should be any policy changes made.

## NEW BUSINESS

Alan Hart asked if the Police Department and the Fire Department could supply the Committee with fireworks calls for service for the last couple of years. Chief Zaro agreed and stated he had sent an email requesting the same information from other agencies around the state, for comparison purposes. Assistant Fire Chief Hallie McCurdy stated she will also work with St. Clare and Tacoma for their numbers, as well. Alan Hart asked Assistant Fire Chief McCurdy for the number of charities that put in for licenses/permits to have fireworks stands, too, since they are the ones who supply those permits. Councilmember Marie Barth stated that it was important to address how you would enforce a ban, if you tried to implement one. Discussion ensued.

## REPORTS FROM BOARD MEMBERS & STAFF

Mark Peila stated that he accidentally missed the North Lakewood Neighborhood Association Meeting and no one else had any reports to give.

## ADJOURNMENT

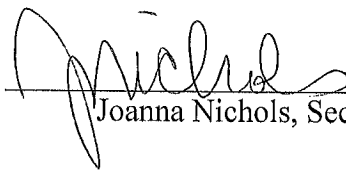
Alan Hart motioned to adjourn the meeting; all ayes. Meeting adjourned at 6:33 p.m.

Public Safety Advisory Committee:

Attest:



Michael Kelly, Chair



Joanna Nichols, Secretary





**PLANNING COMMISSION  
REGULAR MEETING MINUTES  
February 20, 2019  
City Hall Council Chambers  
6000 Main Street SW  
Lakewood, WA 98499**

**Call to Order**

The meeting was called to order at 6:30 PM by Ms. Connie Coleman-Lacadie, Vice-Chair.

**Roll Call**

Planning Commission Members Present: Connie Coleman-Lacadie, Vice-Chair; Christopher Webber, Paul Wagemann, Nancy Hudson-Echols, Ryan Pearson and James Guerrero

Planning Commission Members Excused: Don Daniels, Chair

Planning Commission Members Absent: None

Staff Present: Tiffany Speir, Special Projects Planning Manager; and Karen Devereaux, Administrative Assistant

Council Liaison: Councilmember Mr. Michael Brandstetter

**Approval of Minutes**

The minutes of the meeting held on February 6, 2019 were approved as written by voice vote M/S/C Wagemann/Guerrero. The motion passed unanimously, 6-0.

**Agenda Update**

None

**Public Comments**

Mr. Al Schmauder, Chambers Clover Watershed Council Stewardship Chairman, applauded staff for addressing the restoration component of the Shoreline Master Program as well as urged Commissioners to hire someone to perform an audit and address the effectiveness of the SMP at achieving its restoration goals. Mr. Schmauder also spoke in favor of the suggestion heard at the Open House that the City host an Annual Restoration Conference inviting land owners, Audubon Society Watershed Council members, Fish and Wildlife, beekeepers, Puyallup Tribe and other public groups to gather ideas to make necessary changes to the Restoration Plan to keep it current, review restoration needs and propose new projects to be completed together benefiting all.

Mr. Kirk Kirkland, Tahoma Audubon Society, submitted a 5 page letter identifying goals within the SMP that his group has implemented projects to help meet those goals. Mr. Kirkland shared an informational pamphlet utilized by his group in their outreach efforts to educate Lakewood residents along the Chambers Creek, Lake Steilacoom and Clover Creek on what land owners can do to help with ground water problems and improve water quality with native plantings and less use of pesticides to make their backyards friendly to birds, bees, and other wildlife. (Ms. Tiffany Speir has since provided copies of the written comments to Planning Commissioners).



## **Unfinished Business**

None

## **Public Hearings**

None

## **New Business**

### Shoreline Master Program Periodic Review

Ms. Tiffany Speir provided Commissioners with the Department of Ecology Periodic Review Checklist table summarizing the amendments to the 2014 Lakewood Shoreline Master Program. Also provided was the 2014 SMP itself with a draft 2019 redline/strikeout amendments for discussion.

City of Lakewood has engaged AHBL to update the City's Shoreline Restoration Plan to be consistent with the latest RCW and WAC provisions as well as to reflect restoration projects completed, underway, or planned since 2014. (This draft has since been provided to the Planning Commission in advance of their March 6 public hearing.)

On March 6, 2019 a public hearing will be held regarding the Shoreline Master Program Periodic Review Updates.

### Title 18A Update

Preliminary drafts of LMC Chapters 18A.10 Basic Provisions and Definitions, 18A.20 Administration, and 18A.30 Discretionary Approvals were reviewed. Ms. Tiffany Speir emphasized that while most of the Title 18A update is to reorganize the current code requirements into a more useable format, there are some substantive changes as well.

Ms. Speir explained each chapter while answering commissioners' questions and receiving their suggestions for clarification and change. Under an updated schedule the Planning Commission will continue to review and discuss the draft Title 18A updates on March 6, May 1, May 15, and June 19; a public hearing will be held June 5 and the Commission is currently scheduled to take action on July 17.

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## **Report from Council Liaison**

Councilmember Mr. Michael Brandstetter delivered the following City Council updates:

The City Council approved a final plat of 15 new residences in the 6200 block of 88<sup>th</sup> St SW nested behind Burs Restaurant on Steilacoom.

Council is considering a re-zone of 3 parcels of land behind Western State Hospital. Allowing a change from Open Space and Recreation 1 (OSR1 to OSR2) would still allow the Ft. Steilacoom Golf Course to provide a residential area buffer for Oak Brook neighborhood from the Institutional Zone. This site-specific rezone would require a Quasi-Judicial process the Planning Commission will not be involved in.

## **OTHER**

Planning Commissioners are scheduled to take photos again this year to commemorate new commissioner terms and appointments at 6:00 PM Wednesday, March 6, 2019.



**Reports from Commission Members and Staff**

City Council Actions

None

Written Communications

None

Future Agenda Topics

On March 6, 2019 a public hearing will be held regarding the Shoreline Master Program Periodic Review Updates.

Area-Wide Planning / Land Use Updates

None

**Next Regular Meeting: March 6, 2018 at 6:30 p.m. in Council Chambers**

**Meeting Adjourned at 7:40 p.m.**

  
\_\_\_\_\_  
Don Daniels, Chair  
Planning Commission 03/06/2019

  
\_\_\_\_\_  
Karen Devereaux, Recording Secretary  
Planning Commission 03/06/2019



## **STAFF REPORT**

### **CITY COUNCIL PUBLIC HEARING MONDAY March 18, 2019**

#### **VACATION REQUEST SUMMARY:**

Miller Family Holdings LLC, the owner of real property directly adjacent to the right-of-way to be vacated, has submitted a request to vacate Seattle Ave SW between Pacific Hwy SW and Interstate 5. The portion of right-of-way to be vacated is approximately 23,109 square feet in size and abuts parcel numbers 0219114106 and 0219114209. The owner of parcel number 0219114209, Extra Space Properties 126 LLC, signed the vacation petition and is supportive of the entire vacated right-of-way being returned to parcel 0219114106, which Miller Family Holdings LLC owns.

The property was acquired by Pierce County more than 25 years ago for right-of-way purposes, to which the City became heir upon incorporation. Therefore, staff is recommending the applicant pay full appraised value to the City (reference Lakewood Municipal Code (LMC) 12A.12.160).

#### **Legal description of the right-of-way proposed to be vacated:**

THAT PORTION OF SEATTLE AVE BEING 60 FEET WIDE AND LYING SOUTHEASTERLY OF PACIFIC HIGHWAY NO. 1 AND NORTHWESTERLY OF INTERSTATE 5, ALL IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE CITY OF LAKEWOOD, COUNTY OF PIERCE, STATE OF WASHINGTON.

**Petition:** Jody Miller representing Miller Family Holdings LLC and acting as Principal Petitioner. The Principal Petitioner is the owner of the adjoining parcel to the proposed vacated area. The additional petitioner is David Rasmussen representing Extra Space Properties 126 LLC. A copy of the vacation petition is attached.

**Notification:** On February 4, 2019, the Lakewood City Council passed Resolution No. 2019-03 establishing March 18, 2019, as the date for a public hearing to be held before the City Council on the proposed vacation. In accordance with LMC 12A.12.090, all property owners of record, within 300 feet of the limits of the proposed vacation (according to the records of the Pierce County Assessor), were notified by mail of the time, place and purpose of the hearing. A notice of the hearing was published in the Tacoma News Tribune on February 7, 2019. A placard was posted at the site where the vacation is being requested.

#### **In accordance with the LMC 12A.12.120, the following criteria are to be considered in determining whether to vacate a street or alley:**

- A. Whether a change of use or vacation of the street or alley will better serve the public good;
- B. Whether the street or alley is no longer required for public use or public access;



- C. Whether the substitution of a new and different public way would be more useful to the public;
- D. Whether conditions may so change in the future as to provide a greater use or need than presently exists; and
- E. Whether objections to the proposed vacation are made by owners of private property (exclusive of petitioners) abutting the street or alley or other governmental agencies or members of the general public.

**Discussion of how the proposed vacation conforms to the aforementioned criteria.**

- A. The vacation of Seattle Ave, a dead-end street, located between Pacific Hwy and I-5 will not alter the existing use of the right-of-way for the public.
- B. The Public Works Engineering Department has determined that the public right-of-way to be vacated is not required for public use or for public access.
- C. The substitution of new and different public right-of-way will not be more useful.
- D. It is not anticipated that conditions may so change in the future as to provide a greater need for the right-of-way proposed to be vacated.
- E. No written objections to the vacation have been received by the City from private property owners, other governmental agencies, or the general public.

**Department and Agency Recommendations:**

Public Works Engineering Department:

Staff believes that the proposed vacation conforms to the criteria in LMC Chapter 12.12, Street and Alley Vacation Procedures. If the City Council chooses to approve the proposed vacation, the following conditions should be imposed:

1. The vacation shall be effective upon payment to the City of Lakewood, within 120 days of the date hereof, by the owner of the property or assignee adjacent thereto and to be benefited by the vacation, in the amount which represents full appraised value of the 23,109 square feet of right-of-way to be vacated.
2. For those portions of the proposed vacation area that have public utilities, the City shall retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of said public utilities and services.

Attachments:

- 1) Vacation petition
- 2) Vicinity maps





6000 Main Street SW  
Lakewood, WA 98499  
Phone (253) 512-2261  
Fax (253) 512-2268

# STREET OR ALLEY VACATION APPLICATION

STREET OR ALLEY VACATION FEE: \$1000

SITE ADDRESS: 12117 Pacific Hwy SW TAC, Wa.  
TAX PARCEL NUMBER: \_\_\_\_\_

**PROPERTY OWNER:** (mandatory)

Name: Miller Family Holding LLC Daytime Phone: 253-405-1490  
Mailing Address: PO Box 44628 Fax Number: 253-536-1074  
City/State/Zip: TAC, Wa. 98448

**APPLICANT:** (mandatory)

Name: Josh Miller Daytime Phone: 253-405-1490  
Mailing Address: PO Box 44628 Fax Number: 253-536-1074  
City/State/Zip: TACOMA, Wash 98448

Will the applicant be the contact person? YES ☒ or NO ☐ If other, please specify below:

Contact person: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

Please provide a detailed project description.

Vacation of Seattle Ave.  
Josh Miller  
josh @ jodymillerconstruction . com  
253-405-3305

A = ALWAYS REQUIRED M = MAY BE REQUIRED

NUMBER REQUIRED	DESCRIPTION OF REQUIRED DOCUMENTS	REQUIRED
1	STREET OR ALLEY VACATION APPLICATION	A
1	STREET OR ALLEY VACATION FEE : \$1000	A
1	SURVEY, VICINITY MAP, PLAT MAP AND LEGAL DESCRIPTION	A
1	STREET VACATION PETITION	A



Greg Vigoren  
RECEIVED  
JAN 18 19 11  
CITY OF  
LAKEWOOD 12:28pm

## TO THE LAKEWOOD CITY COUNCIL

To Whom It May Concern:

We, the undersigned freeholders of The City of Lakewood, Pierce County, State of Washington, do hereby respectfully petition for the vacation of the following described property:

See attached Exhibit A

Reserving, however, to the City of Lakewood and to such utility companies duly franchised in the City of Lakewood, perpetual easements under or over the above described property for the installation, operation, and maintenance of such utility franchises as they may exist at the time of this vacation pursuant to provisions contained in RCW 36.87.140.

The Area To Be Vacated Contains:

The Appraised Value:

One-half the Appraised Value of Land to be Vacated,  
Which Shall be Due Prior to the City Council Adopting  
an Ordinance Vacating Said Land

### Notice to all parties signatory hereto:

Please print your name beneath your signature and clearly print your address to assure notice of forthcoming public hearing(s).

PRINCIPAL PETITIONER

PARCEL NO. OF  
PROPERTY OWNED

COMPLETE  
RESIDENTIAL  
MAILING ADDRESS

1. Miller Family Holding LLC # 0219114106 P.O. Box 44628 TACWA 98448  
Jody Miller

ADDITIONAL PETITIONERS  
INCLUDING ADJOINING OWNERS  
(requires majority of frontage owners)

1. David L. Rasmussen  
Signature

David L. Rasmussen, Manager of Extra Space Properties 126 LLC  
Print Name



### STATEMENT OF UNDERSTANDING

**In signing this Petition, the Principal Petitioner certifies that he/she has read and agrees to the following:**

The City of Lakewood does not warrant title to any vacated lands. Such title as does pass by virtue of the vacation process will vest according to law.

Notice of the Vacation Hearing shall be mailed to the person designated as Principal Petitioner.

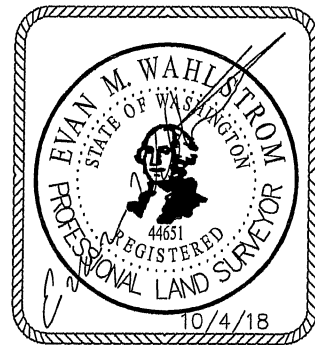


## EXHIBIT A

THAT PORTION OF SEATTLE AVE BEING 60 FEET WIDE AND LYING  
SOUTHEASTERLY OF PACIFIC HIGHWAY NO. 1 AND NORTHWESTERLY  
~~OF INTERSTATE 5~~, ALL IN THE NORTHEAST QUARTER OF THE  
SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 2  
EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE CITY OF LAKEWOOD, COUNTY OF PIERCE, STATE OF  
WASHINGTON.

A PORTION OF THE NE 1/4 OF THE SE 1/4 OF  
SECTION 11, T19N, R2E, W.M.





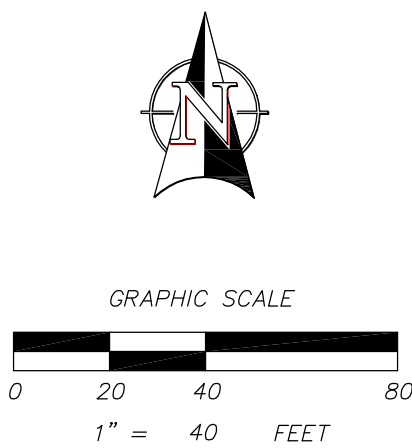
SURVEY EXHIBIT

SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SURVEY IS TO ASCERTAIN THE LOCATION OF THE BOUNDARIES OF THE PARCEL AS DESCRIBED HEREON.
2. THIS SURVEY WAS MADE BY FIELD TRAVERSE USING A LEICA 1203 3" ROBOTIC TOTAL STATION AND GS14RTK GPS WITH RESULTING CLOSURES EXCEEDING THE MINIMUM ACCURACY STANDARDS AS SET FORTH BY WAC 332-130.
3. THE BOUNDARY CORNERS AND LINES DEPICTED ON THIS MAP REPRESENT DEED LINES ONLY. THEY DO NOT PURPORT TO SHOW OWNERSHIP LINES THAT MAY OTHERWISE BE DETERMINED BY A COURT OF LAW.
4. THE LEGAL DESCRIPTION WAS PROVIDED BY PIERCE COUNTY AUDITOR'S OFFICE, RECORDING NO. 4346746, DATED 8/13/2014.
5. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 10/26/17 AND IS THEREFORE A REFLECTION OF THE CONDITIONS AT THAT TIME. ALL MONUMENTS WERE VISITED OR SET ON 10/26/17. THIS SITE CONTAINS IMPROVEMENTS NOT LOCATED OR SHOWN AS A PART OF THIS SURVEY.

HORIZONTAL DATUM

NAD 1983(2011); PER RTK GPS TIES AND THE WASHINGTON STATE REFERENCE NETWORK (WSRN). UNITS OF MEASUREMENT ARE U.S. SURVEY FEET.



REFERENCE SURVEYS

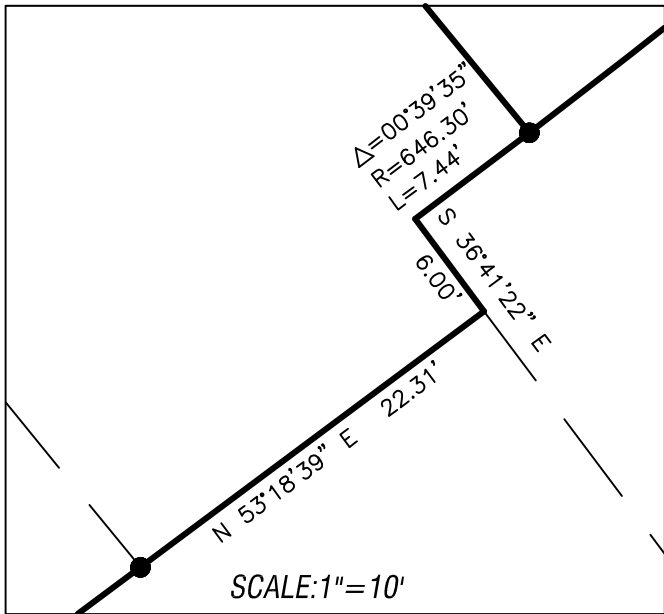
- R1) ALTA SURVEY, RECORDING NO. 9508250398  
R2) RECORD OF SURVEY, RECORDING NO. 200605055001  
R3) RECORD OF SURVEY, RECORDING NO. 200809125003  
R4) CITY OF LAKEWOOD BLA, RECORDING NO. 201008065001

RECORDS OF PIERCE COUNTY AUDITOR'S OFFICE

- R5) WSDOT MAP OF SR5 BRIDGEPORT WAY INTERCHANGE, DATED APRIL 20, 1990  
R6) WSDOT MAP OF SR5 WEST TILLCUM I/C TO BRIDGEPORT WAY/C, DATED JUNE 14, 2007

RECORDS OF WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

DETAIL



LEGEND	
⊕ FOUND CASED MONUMENT	(S) SEWER MANHOLE
⊙ FOUND BRASS SURFACE DISK	⊗ WATER VALVE
○ FOUND MONUMENT, AS NOTED	(R) DISTANCE PER REFERENCE
● SET REBAR & CAP, EMW LS#44651	(D) DISTANCE PER DEED
△ SET NAIL & WASHER EMW LS#44651	(M) DISTANCE AS MEASURED
⚡ POWER TRANSFORMER	(C) DISTANCE AS CALCULATED
⚡ POWER POLE W/LIGHT AND DROP	WOOD FENCE
⚡ POWER POLE W/DROP	CHAIN LINK FENCE
⊞ POWER PULL BOX	OVERHEAD POWER LINE
⊞ UNKNOWN VAULT	

LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY BOUNDARY OF THE PACIFIC HIGHWAY RIGHT OF WAY WITH THE EAST BOUNDARY OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 48°44' WEST, A DISTANCE OF 1076.21 FEET, MORE OR LESS, MEASURED ALONG THE SOUTHEASTERLY BOUNDARY OF THE PACIFIC HIGHWAY RIGHT OF WAY TO A POINT ON THE NORTHEASTERLY BOUNDARY OF SEATTLE AVENUE WHICH IS THE TRUE POINT OF BEGINNING; THENCE SOUTH 41°16' EAST, A DISTANCE OF 500 FEET MEASURED AT RIGHT ANGLES TO PACIFIC HIGHWAY RIGHT OF WAY AND ALONG THE NORTHEASTERLY BOUNDARY OF SEATTLE AVENUE; THENCE NORTH 48°44' EAST AT RIGHT ANGLE TO SEATTLE AVENUE AND PARALLEL TO PACIFIC HIGHWAY RIGHT OF WAY, A DISTANCE OF 180 FEET; THENCE NORTH 41°16' WEST PARALLEL TO SEATTLE AVENUE AND AT RIGHT ANGLES TO PACIFIC HIGHWAY RIGHT OF WAY, A DISTANCE OF 500 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF PACIFIC HIGHWAY RIGHT OF WAY; THENCE SOUTH 48°44' WEST AND MEASURED ALONG THE SOUTHEASTERLY BOUNDARY OF PACIFIC HIGHWAY RIGHT OF WAY, A DISTANCE OF 180 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF PACIFIC HIGHWAY NO. 1 AND THE EAST BOUNDARY OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 48°44' WEST, A DISTANCE OF 896.21 FEET MEASURED ALONG SAID SOUTHEAST BOUNDARY OF SAID PACIFIC HIGHWAY NO. 1 TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 41°16' EAST, A DISTANCE OF 150 FEET; THENCE SOUTH 48°44' WEST, A DISTANCE OF 55 FEET; THENCE NORTH 41°16' WEST, A DISTANCE OF 150 FEET, MORE OR LESS, TO A POINT ON SAID SOUTHEAST BOUNDARY OF SAID PACIFIC HIGHWAY NO. 1; THENCE NORTH 48°44' EAST, A DISTANCE OF 55 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

ALSO EXCEPT THAT PORTION THEREOF APPROPRIATED BY THE STATE OF WASHINGTON UNDER PIERCE COUNTY SUPERIOR COURT CAUSE NUMBER 132206;

SITUATE IN THE CITY OF LAKEWOOD, COUNTY OF PIERCE, STATE OF WASHINGTON.

SHT.  
1  
OF  
1

**informed land survey**

PO Box 5137  
Tacoma, WA 98415-0137

Phone: 253-627-2070  
admin@i-landsurvey.com  
www.i-landsurvey.com

LAND SURVEYING • MAPPING • CONSTRUCTION LAYOUT

**SURVEYOR'S CERTIFICATE**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF LAKEWOOD IV LLC ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

*Evan Mark Wahlstrom*

EVAN MARK WAHLSTROM, LS#44651 EXP 10/04/20

**SURVEY EXHIBIT**

DRAFTED: SB	CHECKED: EW
DATE: 2/27/2019	JOB NO.: KEALC-171011
SCALE: 1"=40'	FIELD CREW: AJ, KW, BA, JD

INDEX DATA:  
NE 1/4 OF THE SE 1/4 OF SECTION 11, T19N, R2E, W.M. PIERCE COUNTY, WA

FOR: LAKEWOOD IV LLC  
SITE: 12117 PACIFIC HWY SW  
TACOMA, WA

**KEALC-171011, SURVEY EXHIBIT**





Colonial Motel - now  
demolished

Extra Space Storage



Seattle Avenue

Proposed street vacation area

Legend



Google Earth

©2018 Google  
©2019 Google

84

6.69 ft





# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> To be determined by the City Council	<b>TITLE:</b> Public Hearing on Revised Sign Code	<b>TYPE OF ACTION:</b>  — ORDINANCE — RESOLUTION NO. — MOTION ✓ OTHER
<b>REVIEW:</b> March 11, 2019	<b>ATTACHMENTS:</b> Draft Sign Code	

**SUBMITTED BY:** David Bugher, Assistant City Manager for Development Services.

**RECOMMENDATION:** That the Mayor and City Council conduct a Public Hearing on the proposed Revised Sign Code.

**DISCUSSION:** On March 4, 2019, this Public Hearing was advertised in *The News Tribune*. The draft of the sign code was also placed on the City's website. At the Council March 11, 2019 Study Session, the Council discussed extending public comment on the revised sign code. The means to do so would be continue the public hearing to a date certain.

To-date, there has been extensive public outreach on this proposal. A timeline has been prepared below which outlines milestones in public participation.

1. March 2018: The City reached out to the following groups/individuals requesting their participation in the "Sign Code Task Force"
  - The Lakewood Chamber of Commerce;
  - Pierce County MBA;
  - Tacoma-Pierce County Association of Realtors;
  - TPC Chamber of Commerce;
  - NAIOP (*Continued on next page*);

**ALTERNATIVE(S):** As to the Public Hearing, the City Council can open the Public Hearing, accept public testimony, and thereafter close the Public Hearing. The Council also has the option of continuing the Public Hearing to another regular Council meeting, if it desires to do so. The Council can direct another round of public outreach prior, separate from what has occurred to-date.

**FISCAL IMPACT:** There has been a significant amount of staff time devoted to this code update. Costs have been accrued through the Current Planning and Administrative divisions of the Community and Economic Development Department. Once adopted, there are costs associated with the ongoing administration and enforcement of these revised regulations.

Prepared by

David Bugher, Assistant City Manager  
Department Director

  
City Manager Review



**CONTINUED:**

- Each Lakewood Neighborhood Association (Lake City, North East, Tillicum/Woodbrook, Spring brook and Pacific) the City was only able to locate an email for the Springbrook/ Pacific Neighborhood Association. The other associations were contacted by phone and invited to the task force meetings.
  - Local sign companies (Larson Sign Company, Infinity Sign and Marketing, Print NW, X signs, Dynamic Signs, Xpress Sign Co, National Specialties, LLC);
  - Real Estate Broker, Linn Larson; and
  - Local Developers, Mon Wig of Wig Properties and Boo Han from the Boo Han Market.
2. Calendar invites were sent to each group/individual with available email addresses for meetings on May 15, 23 & 31, 2018. Prior to each meeting, revised drafts of the sign code were distributed to the task force members for review and comment, totaling three additional sets of emails. After the group met, a draft sign code was submitted to the Planning Commission on June 6, 2018.
  3. In addition, the task force meeting dates were also shared on the front page of the City's website and on the news section of the City's website.
  4. Outside of the arranged meetings, there were one-on-one discussions with representatives from Wig Properties, xpress sign co. and the Lakewood Chamber of Commerce to discuss the proposed amendments.
  5. September 10, 2018 - Emails were sent to task force members notifying them of the Planning Commission public hearing on September 19, 2018. The public hearing notice was also published in *The News Tribune* and on the City's website on August 28, 2018.
  6. Prior to the public hearing the Commission received one public comment from Wig Properties representative, David Krueger, who requested amendments to LMC 18A.50.680, 630 and 640, reducing the minimum size of major employment centers, and requested that additional monument and pole signs be allowed in commercial zones. No additional comments were received at the public hearing.
  7. October 22, 2018 - Emails were sent to the task force notifying them that the Planning Commission had approved Resolution 2018-07. A copy of the approved resolution was also posted on the front page of the Community and Economic Development webpage.
  8. February 21, 2019 - Planning Manager, Courtney Brunell and the City Attorney, Heidi Wachter met with a representative of the Tacoma-Pierce County Association of Realtors who had been unable to participate in the task force meetings and reviewed the proposed changes.
  9. March 1, 2019 - The task force participants were contacted notifying them that the proposed sign code (Planning Commission Resolution 2018-07) was before the City Council and a public hearing was scheduled for March 18, 2019.
  10. On March 4, 2019 - The City Council public hearing notice was published in *The News Tribune* and on the City's website. On the City's website, a link connected directly with the March 11, 2019 agenda packet which included the draft sign code.
  11. On March 12, 2019 - Task force members were contacted reminding them of the City Council public hearing scheduled for March 18, 2019. Ms. Brunell spoke with the Tacoma-Pierce County Association of Realtors thanking her for the ongoing communication and that they intend to be in attendance on March 18, 2019.



**Review of Council Comments, March 11, 2018 Study Session:** The Council reviewed proposed amendments to LMC Titles 18A.50 related to signs. During the discussion several Council members had questions regarding the draft revisions and public outreach process prior to the public hearing. Responses to those questions are found below.

*1. Could smaller signs which are visible from the public ROW but not legible from the public ROW be exempt?*

Yes, the City may include exemptions on any structural component of signs. The signs discussed during the Council meeting included what was formerly known as “incidental signs” or small signs such as name plates, stickers or decals commonly found on windows.

To add this exemption, staff would recommend amending proposed 18A.50.610 “Administration- Sign Regulations” to include “A sign permit is not required for window signs visible from the public right-of-way that are under one (1) square foot.”

*2. Are feather banners prohibited under the current code?*

The current temporary sign code section LMC 18A.50.665 allows for up to 3 feather banners on a property in conjunction with a business grand opening or business closing for up to 30 days. Aside from this allotment, the current code prohibits all other banners per LMC 18A.50.620.

Under the draft code as recommended by the Planning Commission, feather banners may be allowed via a limited duration sign, which must be permitted and may be displayed year round, or a temporary sign, which does not require a permit and may only be displayed up to 120 days per year. The number of limited duration and temporary signs allowed on commercial properties varies from 2-4 depending on lot size and linear frontage.

Should the City Council move forward with a prohibition on feather banners, it is recommended adding an additional item to 18A.50.620 – Prohibited Signs to specifically list “feather banners” and amend the definitions section LMC 18A.50.680 to add “Feather banners. A sign attached to a support post with or without characters, letters, illustrations or ornamentations applied to cloth, paper, flexible plastic, or fabric of any kind with only such material for backing.” Clearly defining feather banners apart from other banners would help staff to effectively administer the code and make the code more transparent.

*3. Pole sign separation requirement. Is the amendment intended to separate a pole sign from another monument sign by 200’ or another pole sign by 200’?*

During the presentation made on March 11, 2019 there was an error in a PowerPoint slide which stated that, “A pole sign shall be separated from any other pole sign on the same property by a minimum 200”.

With the intention to create distance between sign structures found throughout the City, the Planning Commission recommended, via Resolution 2018-07, the language stating: “A pole sign shall be separated from any other monument sign on the same property by a minimum 200,” be added to the permanent sign table. The current and draft code may permit a combination of pole and monument signs on properties with over 500 linear feet of frontage.

There is no regulation for separation of pole signs expressly in the current code. The City has developed an administrative policy which states that the 200’ separation distance applies to separation not only from one monument sign on the same property, but also to the separation between a pole sign and a monument sign on the same property and to separation between a pole sign and another pole sign on the same property.



**ATTACHMENT A Draft Ordinance**

**ORDINANCE NO. XXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF LAKEWOOD, WASHINGTON ADOPTING  
AMENDMENTS TO LAKEWOOD MUNICIPAL CODE  
CHAPTERS 18A.50.600-680 RELATED TO SIGNS**

**RECITALS**

**WHEREAS**, in 2015 *Reed v. Town of Gilbert*, 135 S.Ct. 2218, 576 U.S. the United States Supreme Court clarified when municipalities may impose content-based restrictions on signage; and

**WHEREAS**, the City of Lakewood's existing sign code, LMC 18A.50.600 was most recently amended in 2011; and

**WHEREAS**, content-based regulations are found throughout LMC 18A.50.600-680; and

**WHEREAS**, it is appropriate for local governments to adopt needed amendments to ensure standards and regulations provide policy and regulatory guidance for growth and development; and

**WHEREAS**, the City of Lakewood's insurance carrier, Washington Cities Insurance Association (WCIA) has strongly encouraged the City of Lakewood to amend its current sign code ordinance; and

**WHEREAS**, in April 2018 the City of Lakewood Planning Commission began to review the existing sign code and proposed amendments; and,

**WHEREAS**, in order to increase public participation, the Planning Commission requested that a public task force be formed to review the existing sign code and propose necessary changes that comply with *Reed v. Gilbert* and support local economic development; and,



**WHEREAS**, on April 27, 2018 an invitation to join the task force was posted on the City of Lakewood's website, social media page and emailed to twenty identified stakeholders; and

**WHEREAS**, the sign code task force met on three occasions in May, 2018 to create a draft sign code to be presented to the Planning Commission; and

**WHEREAS**, the Planning Commission reviewed the proposed amendments beginning in July, 2018; and

**WHEREAS**, a State Environmental Policy Act (SEPA) Checklist was prepared; and

**WHEREAS**, the Responsible Official on behalf of the City of Lakewood has made a determination that this project does not have a probable significant adverse impact on the environment; and

**WHEREAS**, on August 27, 2018, the DNS was published on the Washington State SEPA Register (SEPA # 201804710); and

**WHEREAS**, on August 28, 2018, the DNS was published in *The News Tribune*; and

**WHEREAS**, a 60-day notice has been provided to state agencies prior to adoption of this resolution, and state agencies have been afforded the opportunity to comment per RCW 36.70A.106(1); and

**WHEREAS**, under LMC 18A.02.565, a Public Hearing is required; and

**WHEREAS**, the notice of the Public Hearing was published in *The News Tribune* on August 28, 2018; and

**WHEREAS**, the notice of the Public Hearing was placed on the City's website on August 28, 2018; and

**WHEREAS**, on September 19, 2018, the City of Lakewood Planning Commission conducted an advertised public hearing; and



**WHEREAS**, one written comment and no oral comments were received at the September 19, 2018 public hearing;

**WHEREAS**, on September 19, 2018 the City of Lakewood Planning Commission closed the public hearing; and

**WHEREAS**, the Planning Commission considered the public testimony received through the public hearing process, and deliberated on the proposed amendments and updates;

**WHEREAS**, after required public notice, on March 18, 2019 the City Council held a public hearing on proposed amendments to LMC Chapters 18A.50.600-680 related to signs; and

**WHEREAS**, the City Council finds that adopting this Ordinance is in the public interest and will advance the public health, safety, and welfare.

## **II. FINDINGS**

The procedural and substantive requirements of the State Environmental Policy Act (RCW 43.21C) have been complied with.

The procedural requirements of the Growth Management Act (RCW 36.70A) have been complied with.

The proposed action is consistent with the requirements of Revised Code of Washington, and the Washington Administrative Code.

The proposed action is consistent with the City of Lakewood Comprehensive Plan.

The proposed amendments have been reviewed and processed in accordance with the requirements of Title 14 Environmental Protection, Title 14A Critical Areas, and Title 18A Land Use and Development of the City of Lakewood Municipal Code.



All of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State law and the City's municipal code.

The Lakewood City Council finds and determines that regulation of land use and development is subject to the authority and general police power of the City, and the City reserves its powers and authority to appropriately amend, modify and revise such land use controls in accordance with applicable law.

The Lakewood City Council finds and determines that approval of such amendments to the Land Use and Development Code is in the best interests of the residents of Lakewood, and will promote the general health, safety and welfare.

The documents and other materials that constitute the record of the proceedings upon which the Council's recommendations are based are located in the City of Lakewood, Community and Economic Development Department at 6000 Main Street SW, Lakewood, Washington, 98499-5027. The custodian of these documents is the Assistant City Manager for Development Services of the City of Lakewood.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON, DO ORDAIN as Follows:**

**Section 1. Adoption of City Council Findings.** The Findings of the City Council are adopted as part of this Ordinance.

**Section 2. Adoption of Amendments.** Amendments to LMC 18A are adopted as follows:

**LMC 18A.50.600\_Sign Regulations.**

**18A.50.605\_Purpose - Sign Regulations.**

The purpose of this section is to control and manage signs by establishing a framework for the balanced regulation of signage. This section recognizes that signs serve a number of valuable public and private functions, including: providing effective communication between



people, wayfinding information, commercial images, marketing, advertising, and education; and creating a visually stimulating retail environment. However, the City also finds that unregulated signage can be detrimental to the promotion of the safety, well-being, and comfort of the users of streets, reduce the effectiveness of individual signs, have a significant negative impact on the aesthetic quality of the City's streetscapes, negatively impact property values and can result in dangerous conflicts between traffic control signs and other signs. This section balances the community's interest in traffic safety and aesthetics, with the community's desire to realize the public and private benefits of private signage.

~~The purpose of this section is to control and manage signs by establishing a common framework for the balanced regulation of signage in the city of Lakewood that protects the right of free speech and freedom of expression, while allowing for fair and appropriate utilization of the public landscape and "viewshed." This section recognizes that signs serve a number of valuable public and private functions, including providing effective communication between people, wayfinding information, commercial images, marketing, advertising, and education; and creating a visually stimulating retail environment. However, the City also finds that unregulated signage can be detrimental to the promotion of the safety, well-being, and comfort of the users of streets, reduce the effectiveness of individual signs, have a significant negative impact on the aesthetic quality of the City's streetscapes, negatively impact property values and can result in dangerous conflicts between traffic control signs and other signs. This section balances the community's interest in traffic safety, aesthetics, potential negative consequences of unregulated signage, with the community's desire to realize the public and private benefits of private signage. These regulations strive to achieve this balance by limiting the number, type, size and location of signs in order to minimize visual blight, clutter and traffic hazards while at the same time providing opportunities for free speech, freedom of expression, and the realization of the benefits of private signage. This section reduces distractions and obstructions from signs that would adversely affect traffic safety; and reduces hazards caused by signs encroaching upon public ways. The City's visual character is enhanced by promoting new and replacement signage which is creative and distinctive, compatible with the surroundings, and responsive to the public need to locate a business establishment by identification, address, and product and/or service information.~~

With these purposes in mind, it is the intent of this Chapter to ensure that the use and regulation of signage is consistent with the public interest as follows:

A. Balance multiple goals including promoting economic development by enhancing the City's appearance and creating an attractive community;

B. Provide minimum standards to safeguard life, health, property and the general welfare by regulating and controlling the design, quality of materials, construction, location, electrification and maintenance of all signs and sign structures;

C. Ensure that signs are compatible with adjacent land uses;

D. Protect the public from hazardous conditions resulting from signs that are structurally unsafe, obscure vision of motorists, distract motorists, or interfere with traffic signs and signals;

E. Minimize overhead clutter for drivers and pedestrians;



F. Provide for types and sizes of signs appropriate to the land uses and zoning districts of the City;

G. Encourage well-designed signs that are compatible both with surrounding land uses and the buildings to which they are appurtenant;

H. Provide the public with reasonable means to help them easily and safely locate businesses and other locations in Lakewood;

I. Recognize free speech rights by regulating signs in a content-neutral manner;

J. Implement the goals and policies of the City of Lakewood Comprehensive Plan; and

K. Protect property values by encouraging signs that are appropriate in both scale and design to surrounding buildings and landscape and by discouraging a needless proliferation of the number of signs.

~~1. Provide functional flexibility and accommodate signage that follows basic principles of good contextual design;~~

~~2. Ensure legibility of signage in the circumstances in which it is seen;~~

~~3. Assure that public benefits derived from expenditures of public funds for the improvement and beautification of streets, other public structures, and spaces are not obviated by overly aggressive signage that results in a negative impact on the visual and aesthetic cohesiveness of the streetscape. (Ord. 534 § 1, 2011; Ord. 264 § 1 (part), 2001.)~~

#### **18A.50.680 Sign Definitions.**

For the purposes of this chapter, the following definitions shall apply:

A. ABANDONED SIGN. Any sign which is no longer permitted for the timeframe outlined in the non-permanent sign section of this code, is no longer standing erect, and/or may be deemed hazardous or unsafe by the City Engineer.

B. A-FRAME OR T-FRAME SIGN. A temporary, portable, freestanding, and self-supporting sign which may be either single- or double-faced, forming an "A" shape, or on a pole attached to a flat base.

C. ALTERATION OF SIGN. Any change in size, shape, position, location, construction, or supporting structure of a sign.

D. ANIMATED SIGN. A sign which has any visible moving part, flashing or oscillating lights, visible mechanical movement of any description, or other apparent visible movement achieved by any means. Animated signs include, but are not limited to, changing or moving pictures, drawings, and designs regardless of the means and mechanisms of the animation; and message display changes at intervals.

E. AWNING SIGN. Any sign painted on, attached to, or supported by an awning.



F. BALLOON. A decorative inflatable device with a diameter of less than eighteen (18) inches, generally composed of a thin layer of latex or mylar. The tether of a balloon is less than twelve (12) feet in length (see "blimp").

G. BANNER SIGN. A typically rectangular or square shaped sign, of cloth or other similar material.

H. BILLBOARD SIGN. A large outdoor board.

I. BILLBOARD SIGN FACE. That portion of a billboard, exclusive of its structural support, on which changeable advertising copy is displayed either by affixing pre-printed poster panels or by painted copy.

J. BLIMP. A decorative device with a diameter or combined diameter of eighteen (18) inches or larger that is inflated. These devices include large single displays or displays of smaller balloons connected to create a larger display. A balloon with a tether longer than twelve (12) feet is considered a blimp.

K. CANOPY SIGN. A sign attached to the underside of a canopy.

L. EMITTING SIGN. A sign which emits sound, odor, or visible matter such as smoke or steam.

M. FLASHING SIGN. An illuminated sign using action or motion, or light or color.

N. FREESTANDING SIGN. A sign that is self-supported on a structure used exclusively or primarily for the support of the sign or for a group of signs and detached from any building or structure.

O. INFLATABLES. A decorative device with a diameter or combined diameter of 18 inches or larger that is inflated. These devices include large single displays or displays of smaller balloons connected to create a larger display. Blimps are not considered inflatables.

P. ILLUMINATED SIGN. A sign designed to give forth artificial light or reflect such light from an artificial source.

Q. INCIDENTAL SIGN. A sign that is not visible either from a right-of-way or off of the property on which the sign is located.

R. INDIRECTLY ILLUMINATED SIGN. An illuminated non- flashing sign whose illumination is derived entirely from an external artificial source and which is arranged so that no direct rays of light are projected from such source into residences or the street.

S. INTEGRATED SIGN PLAN. A special sign entitlement available to Major Commercial or Employment Centers as defined in this Code. An integrated sign plan is subject to review and approval by the Hearing Examiner using the procedures provided for conditional use permits.

T. LIMITED DURATION SIGN. A non-permanent sign that may be displayed for up to one year.



U. MAJOR EMPLOYMENT CENTER. An integrated development with contiguous ownership larger than 10 (ten) acres in size. Contiguous properties under separate control, but which function as an integrated center and when combined are larger than 10 (ten) acres in size, may be considered a major center.

V. MARQUEE SIGN. Any sign painted on, attached to, or supported by a roof like projection over the entrance to a theater, hotel or other building.

W. MONUMENT SIGN. A freestanding sign which is affixed in or upon the ground with no air space between the ground and the sign face.

X. NONCONFORMING SIGN. Any sign legally established prior to the effective date of this title or subsequent amendments thereto, which is not in full compliance with the regulations of this title.

Y. NONPERMANENT SIGN. A sign which is not permanently mounted.

Z. POLE SIGN. A freestanding sign where the sign face is elevated above the site grade by structural supports, and includes the supports.

AA. PORTABLE SIGN. A sign that is not permanently affixed to the ground or to a building or structure and which may be easily moved.

BB. PROJECTING SIGN. A two-faced wall sign affixed to the exterior wall of a building or structure with the exposed faces perpendicular to the plane of such wall.

CC. REASONABLE PERSON. The reasonableness standard is a test which asks whether the decisions made were legitimate and designed to remedy a certain issue under the circumstances at the time. Courts using this standard look at both the ultimate decision, and the process by which a party went about making that decision.

DD. ROOF SIGN. A sign or sign structure erected upon, against or directly above a roof or above the vertical parapet wall of a building, including a sign affixed to any structure erected upon a roof.

EE. SIGN. Any structure, device, letter, figure, character, poster, picture, logo, trademark or reading matter which is used or designed to announce, declare, demonstrate, display or otherwise identify or advertise, or attract the attention of the public. Including, but not limited to every device, frame, letter, figure, character, mark, plane, point, design, picture, logo, stroke, stripe, trademark, plane, point, design, picture, logo, stroke, stripe, trademark, or reading matter, which is used or intended to be used to attract attention or convey information when the same is placed visible from a public right-of-way or public property; and shall include all parts, portions, units, and materials composing the same, together with the frame, background, and supports or anchoring thereof.

FF. SIGN AREA. The total area of all sign faces expressed in square feet.

GG. SIGN FACE. The total area of one sign face expressed in square feet. Area is measured from the outside perimeter, including backup, molding, framing, but excluding structural supports, architectural details, decorative scrollwork, etc. The area of a group of individual mounted letters or figures shall be the area of the smallest single geometric form necessary to enclose the entire group of letters or figures.



HH. SIGN HEIGHT. The distance from ground level to the highest point on the sign structure.

II. STRING PENNANT. A series of shapes, signs, streamers, or other similar devices made of fabric, plastic or other material which are connected together or attached to a cord to create a rope-like device that is typically displayed between poles or buildings.

JJ. TEMPORARY SIGN. A non-permanent sign that may be displayed for up to 120 days.

KK. WALL SIGN. Any sign painted on or attached directly to or erected against and supported by a building wall, or facade, with the exposed face of the sign in a plane parallel to the portion of the structure to which it is attached and projecting no more than one foot.

#### **18A.50.610 Administration - Sign Regulations.**

~~A. Permitted Zones. Only signs of the type or types as designated by this section shall be permitted in approved zoning districts that allow their use. This section shall be enforced pursuant to the procedures established in LMC 18A.02.460, Enforcement.~~ A sign permit is required for the following signs visible from the public right-of-way:

a. Permanent Signs

i. All new signs.

ii. Structural modification of any existing sign.

b. Non-Permanent Signs

i. Limited Duration Signs subject to section 18A.50.665.C.1

B. Each individual permanent or temporary sign shall require a separate sign permit, except as specifically exempted in this section. Any sign for which a building permit is required under the International Building Code shall also obtain a building permit.

C. Application for Permit.

1. An application for a sign permit must be filed with the Community Development Department on forms furnished by that department. The applicant must provide sufficient information to determine if the proposed sign is allowed under this code and all other applicable laws, including the international building code, regulations and ordinances.

2. Review and time limits. The Community Development Director shall promptly review the application upon the receipt of a completed permit application and payment of the permit fee by the applicant. The Community Development Director shall grant or deny the permit application within twenty (20) days from the date the completed application and permit fee is filed with the Community Development Department.



3. If the application is rejected, the Community Development Department must provide a list of the reasons for the rejection in writing. An application may only be rejected for non-compliance with the terms of this code, the building code, or other applicable law, regulation or ordinance.

D. Permit Fee. A nonrefundable fee as set forth in the uncodified fee schedule adopted by the City of Lakewood City Council must accompany all sign permit applications.

E. Duration and Revocation of permit. If a sign is not installed and a use permit issued within six months following the issuance of a sign permit (or within 30 days for non-permanent signs), the permit shall be void. The City of Lakewood may revoke a sign permit under any of the following circumstances:

1. The City of Lakewood determines that information in the application was materially false.

2. The sign as installed does not conform to the sign permit application;

3. The sign violates this code, building code, or other applicable law, regulations or ordinance; or

4. The Community Development Department Director determines that the sign is not being properly maintained.

~~B. Review and time limits. The Community Development Director shall promptly review the application upon the receipt of a completed permit application and payment of the permit fee by the applicant. The Community Development Director shall grant or deny the permit application within twenty (20) days from the date the completed application and permit fee was filed with the Community Development Department.~~

~~C. Approval or denial. The Community Development Director shall approve a permit for the sign if it complies with all applicable laws, including the building, electrical or other adopted codes of the City of Lakewood; the regulations for signs contained in this Chapter; and any variances granted from this Chapter. If the Community Development Director does not approve a permit for the sign, he/she shall state the reasons for the denial in writing, and shall mail a certified copy of the reasons for denial to the address of the applicant stated on the application.~~

~~D. Appeal of sign permit determinations. Final D~~E. Appeal of sign permit determinations. Final D~~ecisions regarding issuance of~~ecisions regarding issuance of~~an~~an sign permit applications may be appealed to the City's hearing examiner pursuant to LMC Section 18A.02.740. An appeal hearing regarding the issuance of a sign permit shall be conducted within 30 days of the receipt of the appeal petition and appeal fee. ~~(Ord. 534 § 2, 2011; Ord. 264 § 1 (part), 2001.)~~

G. Enforcement. This section shall be enforced pursuant to the procedures established in LMC 18A.02.460, Enforcement.

#### ~~18A.50.615~~Permanent Sign Permits.

~~New sign or sign modification permit. A permit is required for any new sign or modification of any existing sign, except as provided for in 18A.50.625.~~



~~A. Each individual permanent or temporary sign shall require a separate sign permit, except as specifically exempted in this section. Any sign for which a building permit is required under the Uniform Building Code shall also obtain a building permit.~~

~~B. No sign shall hereafter be erected, re-erected, constructed, installed, or altered except as provided by this Chapter. For the purposes of this Chapter "altered sign," as defined in LMC 18A.50.680 shall not include maintenance as that term is used in LMC 18A.50.680, Definitions.~~

~~C. Any alteration or change to a sign or any change in the sign copy requires a sign permit, except for a change in the sign copy where the sign copy is contained within a permanent framework and designed to be periodically replaced, or a message which changes on a changeable copy readerboard or a billboard.~~

~~D. A new sign or sign modification permit shall become null and void if the work for which the permit was issued has not been completed within six (6) months of issuance.~~

~~E. The Community Development Director shall not issue a sign permit for a freestanding sign or modification of a freestanding sign if a nonconforming freestanding sign exists on the subject property or contiguously owned properties; nor issue a sign permit for a wall sign or modification of a wall sign if a nonconforming wall or roof sign exists on the subject property or contiguously owned properties, except as provided in LMC 18A.50.675, Nonconforming Signs. (Ord. 534 § 3, 2011; Ord. 264 § 1 (part), 2001.)~~

#### **18A.50.620 Prohibited Signs.**

The following signs are prohibited in all zoning districts:

~~A. Mobile readerboards.~~

~~AB. Roof signs.~~

~~B. Signs posted upon utility poles, traffic control devices, public sign posts, or other public utility devices.~~

~~C. Non-utility and non-governmental signs on utility poles or traffic control devices, public sign posts, or other public utility devices.~~

~~CD. Signs which, by virtue of their size, location, movement, ~~content~~, coloring or manner of illumination, may be confused with traffic control signs or signals, including but not limited to signs containing words such as "stop," "look," and "danger," and directional features such as lighted arrows.~~

~~DE. Posters, pennants, banners, streamers, string pennants, blinking or flashing or strobe lights, ~~balloons~~, searchlights, strings, twirlers, propellers, flares, and other displays of a carnival nature, blimps, or inflatables except as permitted in conjunction with a temporary sign pursuant to LMC 18A.50.665, Signs for Temporary Display section 7 "non-permanent signs".~~

~~F. Animated, emitting, moving, rotating, or visually projecting signs.~~



~~G. Vehicle signs, except as allowed pursuant to LMC 18A.50.625(B)(21) (22), Sign Permit Exceptions.~~

~~H. Parking lot, curb or wheelstop painting, or advertising which is not restrictive or cautionary in nature.~~

~~E.I. Public address systems or sound devices used in conjunction with any sign or advertising device.~~

~~J. Obscenity. No sign shall bear or contain statements, words, or pictures in which the dominant theme appeals to the prurient interest in sex or is patently offensive because it affronts the contemporary community standard relating to the description or representation of sexual material, that is utterly without redeeming social value.~~

~~G.K. Abandoned signs-~~

~~L. Off premise signs, except as specifically permitted within this section.~~

~~H.M. Billboard signs, except as provided for in LMC 18A.50.635. (Ord. 534 § 4, 2011; Ord. 264 § 1 (part), 2001.) section 9 "non-conforming signs".~~

#### ~~18A.50.625 Sign Permit Exemptions:~~

~~A. Exemption from the sign permit requirements of this Chapter shall not be deemed to grant authorization for any sign constructed, erected or located in any manner in violation of the provisions of this Chapter or any other laws or Ordinances of the City or the State of Washington.~~

~~B. A sign permit shall not be required for the following:~~

~~1. Professional nameplates not exceeding two (2) square feet of sign area.~~

~~2. Plaques, tablets, or inscriptions indicating the name of a building, date of erection, commemorative information, or historic designation provided it is:~~

~~a. non-illuminated; and~~

~~b. no more than two signs per site; and~~

~~c. a maximum twelve (12) square feet of sign area.~~

~~3. Signs owned and/or required by the State, City, or public utility entities indicating or warning of danger, aids to safety, traffic control, or traffic direction signs.~~

~~4. Tourist related business signs associated with those highway tourist-related signs regulated by the Washington State Department of Transportation.~~

~~5. City sponsored or co-sponsored signs, banners, decorations or displays subject to approval of the Community Development Director. These signs, banners, and displays may be located on or over public rights of way with approval of the sign placement by the City Engineer.~~



~~6. Temporary signs for the purpose of announcing or promoting a City-sponsored or promoted community fair, festival, or event. Such decorations and signs may be displayed no more than fourteen (14) calendar days prior to and during the fair, festival, or event. All decorations and signs must be removed within five (5) calendar days following the end of the fair, festival or event. Temporary signs may be located on or over public rights-of-way with approval of the sign placement by the City Engineer.~~

~~7. Public art including sculptures, wall paintings, murals, collages, and other design features that do not incorporate advertising or identification.~~

~~8. "No soliciting," "no trespassing," tow-away zone," or indications of danger or warning signs less than four (4) square feet in sign face size.~~

~~9. Maintenance of a legal sign in accordance with this section.~~

~~10. Signs intended to notify the public of public meetings or hearings and official or legal notices required, issued, sponsored, or posted by any public agency or court.~~

~~11. Incidental signs, provided for in LMC 18A.50.640~~

~~12. Religious symbols, when not included in a sign.~~

~~13. Decorative flags in commercial zones, on private property, within the confines of parking lots, landscape areas and on building frontages, which do not incorporate advertising, logos, or business identification; provided, that each individual flag does not exceed eighteen (18) square feet in sign area.~~

~~14. Identification signs installed on and pertaining to structures or improvements such as phone booths, charitable donation containers, and recycling boxes. Signs may not exceed ten (10) percent of the area of the structure's facade or surface elevation upon which they are installed.~~

~~15. Building addresses with numbers and letters which comply with the requirements of the Uniform Building Code and the Uniform Fire Code.~~

~~16. Signs located inside of a building, painted on a window, or hanging inside of a window, provided that window signs shall be limited to forty (40) percent of the window area.~~

~~17. Strings of incandescent lights where the lights do not flash or blink in any way and do not unreasonably impact adjacent properties or street with excessive illumination or glare.~~

~~18. Reasonable seasonal and holiday decorations within the appropriate season. Such displays shall be removed within ten (10) calendar days following the end of such season or holiday.~~

~~19. Non-illuminated signs not exceeding four (4) square feet of sign area placed on lawns or buildings or in windows and containing a noncommercial political, religious, or personal message (subject to LMC 18A.50.665).~~

~~20. Gravestones or other memorial displays associated with cemeteries and mausoleums.~~



~~21. Vehicle signs painted or adhered directly and permanently on the vehicle, such as vinyl letters and logos, adhered magnetically, or inside a vehicle window, subject to the requirements of LMC 18A.50.630, General Sign Standards.~~

~~22. Public transit buses and taxis bearing rental advertising, subject to the requirements of LMC 18A.50.630, General Sign Standards.~~

~~23. Public Service directional signs, subject to the requirements of LMC 18A.50.630.~~

~~24. On site directional signs that do not contain a business name or advertising. (Ord. 534 § 5, 2011; Ord. 264 § 1 (part), 2001.)~~

### **18A.50.630 General Provisions.**



The provisions of this section apply within all zoneing districts citywide and includes rules for signs that may be approved to benefit the general public interest as well as general rules for the placement and maintenance of all signs.

#### A. General Sign Requirements.

1. No permanent sign shall be constructed, erected, or retained unless the sign and sign structure is constructed, erected, and as specified in the International Building Code or other applicable regulations.

#### 2. Area of Signs.

a. The area of a sign means the area within a continuous perimeter enclosing the outer limits of the sign face, but not including structural elements which are not a part of the display.

b. When two identical sign faces are placed back to back, the sign area shall be computed by the measurement of one of the sign faces. No more than two faces are permitted per freestanding sign. The area of a spherical, cubical or polyhedral sign equals one-half the total surface area.

3. Area of Freestanding Letters. Freestanding letters and/or characters forming a sign or message shall be considered to occupy two-thirds of the combined overall background area.

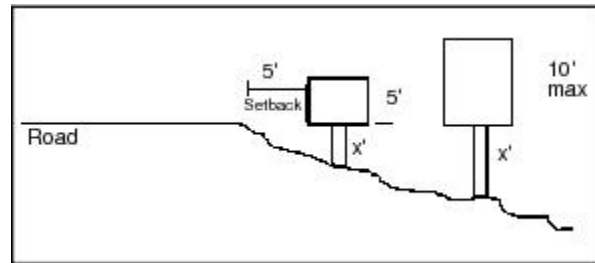
4. Height of Signs. Maximum height of all freestanding signs or any part of the freestanding sign structure shall be 10 feet above average finished grade. Sign height shall be measured from the average finished grade at the sign foundation. The average finished grade for signs on grades lower than the adjacent right-of-way shall be considered the same as the average grade of the adjacent right-of-way. See the diagram following subsection (A)(7) of this section for grade exceptions.

5. Width of Signs. The maximum width of a freestanding sign structure shall be 12 feet. Sign width shall be measured on the face side of the sign from one side of the face or any part of the sign structure to the farthest point on the opposite side of the face or part of the sign structure.



7. Illumination. External sign illumination shall be directed only towards the sign face or freestanding letters and shall be shielded in ways to prevent light and glare on adjacent properties.

8. Grade Exception. When the elevation at the base of a freestanding sign is at least five feet below the elevation of the adjacent road, a single pole may be used to support the sign provided the portion of the sign above the elevation of the adjacent roadway has the appearance of a monument sign. See figure below.



#### 9. Maintenance of Signs.

A. All signs shall be maintained in a safe condition and in good repair per a reasonable person standard. Any sign that is damaged shall be restored to a safe condition immediately. Failure to maintain a sign in a safe condition and in good repair shall be grounds for revocation of a sign permit.

B. All signs must be maintained and in good condition per a reasonable person standard. Torn, damaged, faded, dingy, shredded, or battered signs must be removed and/or replaced.

10. Unsafe Signs. No sign or sign structure shall be constructed in such a manner or at such a location that it will obstruct access to any fire escape or other means of ingress or egress from a building or any exit corridor, exit hallway, or exit doorway. No sign or supporting structure shall cover, wholly or partially, any window or doorway in any manner that will substantially limit access to the building in case of fire.

~~A. Public Service Directional Signs. Non-advertising and non-promotional directional or informational signs of a public or quasi-public nature, such as religious, educational, medical and emergency facilities, citizen recognition signs, neighborhood welcome signs, signs indicating scenic or historic points of interest may be erected or maintained by an official or civic body. Tourist related highway business signs are subject to WSDOT rules and are not included here as public service directional signs. Public service directional signs may be located in any zone with the approval of the Community Development Director if all of the following standards are met:~~

~~1. The sign shall not exceed a nine (9) square foot sign face.~~

~~2. Such signs shall be directional or informational in nature only (no advertising other than name of the use and location allowed).~~

~~3. Signs are of a consistent size, color and style as established by the City.~~

~~4. No more than four (4) such signs for each use or occupancy shall be approved.~~



~~5. Such a sign shall meet all other applicable provisions of this section.~~

~~6. These signs may be located within the public rights-of-way with approval of the sign placement by the City Engineer.~~

~~7. Signs shall be located on arterial streets nearest the location unless otherwise approved by the Community Development Director.~~

~~B. Maintenance of Signs. All signs, including signs heretofore installed, shall be maintained in a constant state of security, safety, and repair. Signs which are allowed to fall into a state of disrepair to the extent they are unsightly, broken, or hazardous may be declared a nuisance by the Community Development Director and abated pursuant to LMC 18A.02.460, Enforcement.~~

~~C. No permanent sign shall be constructed, erected, or retained unless the sign and sign structure is constructed, erected, and maintained so as to be able to withstand the wind, seismic, and other regulations as specified in the Uniform Building Code or other applicable regulations.~~

~~D. Fire Safety Obstructing Signs. No sign or sign structure shall be constructed in such a manner or at such a location that it will obstruct access to any fire escape or other means of ingress or egress from a building or any exit corridor, exit hallway, or exit doorway. No sign or supporting structure shall cover, wholly or partially, any window or doorway in any manner that will substantially limit access to the building in case of fire.~~

~~E. Visibility. No sign or sign structure shall be placed or erected in any place or manner where by reason of its position it will obstruct the visibility of any vehicular, mobile, or pedestrian traffic or be hazardous to motorists' ingress and egress from parking areas.~~

~~F. Illumination. Illumination from or upon any sign shall be shaded, shielded, directed or reduced so as to avoid undue brightness, glare, reflection of light skyward, or onto private or public property in the surrounding area and so as not to unreasonably distract pedestrians and motorists. Illumination in excess of that which is reasonably necessary to make the sign visible from an adjacent street shall be prohibited.~~

#### **BG. Placement.**

1. Setbacks for Signs. All signs are permitted a zero-foot setback, except as provided in this chapter, provided the owner demonstrates to the City by reasonable evidence that the sign will not obstruct the clear sight zone as specified in Title XX LMC.

2. Establishment of Property Lines. It shall be the responsibility of the property owner or an authorized representative to establish and clearly mark out any property line from which a sign setback measurement shall be taken. In the event of a dispute or discrepancy the Director may order an independent survey to ensure compliance with this chapter. The survey cost shall be charged to the sign applicant.

3. A sign shall not be affixed to a tree, shrub, rock or other natural object.

4. No sign may be affixed to a utility pole, or other public structure.



5. Signs shall not be mounted on any portion of the roof or extend above the roof line unless mounted on a parapet wall. Signs shall not extend above the top edge of the parapet wall.

6. No sign shall project into the vehicular or pedestrian public way, or be less than nine (9) feet above a pedestrian way.

7. No sign together with any supporting framework shall extend to a height above the maximum building height allowed in a zone.

8. Signs shall not cover architectural details such as, but not limited to, arches, sills, moldings, cornices, and transom windows.

9. Signs shall not obstruct traffic signals. The issuance of a sign permit as regulated by this code shall not relieve the permit holder from fully complying with the State of Washington or any other law governing the obstruction of any authorized traffic sign, signal or device.

10. Signs shall not obstruct vision clearance as determined by the City Engineer.

11. Signs shall not be placed within the public right-of-way except as specifically allowed in this section. No person, organization, or agency shall place any signs, stakes, posts or any other foreign object or objects within a public street or the right-of-way of any public street in the City of Lakewood without the express permission, in writing, of the City Engineer. Any such objects now upon the public rights-of-way are hereby declared illegal, except for those now in place with written permission of the City Engineer and except for mailboxes or newspaper delivery tubes placed on the public right-of-way, with the approval of the City Engineer.

12. Unauthorized signs in the public right-of-way that the City Engineer determines to be located so as to present a hazard to the public health or safety may be immediately removed without prior notice.

13. Transmission Lines - Clearance. Horizontal and vertical clearance of signs or sign structures from power and communication transmission lines shall not be less than twelve (12) feet.

C. Flagpoles. No flagpole shall extend to a height above the maximum building height allowed in the zone. A flagpole greater than six (6) feet in height shall require a building permit. All flagpoles shall be set back eight (8) feet from all property lines. Flagpoles greater than twenty-five (25) feet in height shall be set back an additional foot for each foot in height above twenty-five (25) feet.

D. Digital Signs. The purpose of this section is to regulate how digital signage technology might be applied to sign types otherwise permitted by this chapter. It is not intended to allow more signs or larger signs than otherwise permitted by this chapter.

1. One digital sign is allowed per one hundred (100) feet of street frontage in non-residential zones.

2. Maximum luminance of not more than 0.2 foot-candles over ambient lighting conditions. All permitted digital signs shall be equipped with a sensor or other device



that automatically determines ambient illumination and is programmed to automatically dim according to ambient light conditions. Digital sign illumination shall be measured in accordance with Night-time Brightness Level Recommendations for On-Premise Electronic Message Centers. (International Sign Association, August 2016).

3. No motion allowed except for instantaneous change of message or image.

4. Minimum hold between messages: eight (8) seconds plus 1.5 second transition fade.

5. Programming. To ensure that digital signs are programmed and continue to operate according to local standards, digital signs shall be designed for local on-site control and programing only.

~~1. A sign shall not be affixed to a tree, shrub, rock or other natural object.~~

~~2. No unauthorized sign may be affixed to a utility pole, or other public structure.~~

~~3. Signs shall not be mounted on any portion of the roof or extend above the roof line unless mounted on a parapet wall. Signs shall not extend above the top edge of the parapet wall.~~

~~4. No sign shall project into a vehicular public way or be less than nine (9) feet above a pedestrian way.~~

~~5. No sign together with any supporting framework shall extend to a height above the maximum building height allowed in a zone.~~

~~6. Signs shall not cover architectural details such as, but not limited to, arches, sills, moldings, cornices, and transom windows.~~

~~7. Signs shall not obstruct traffic signals. The issuance of a sign permit as regulated by this code shall not relieve the permit holder from fully complying with the State of Washington or any other law governing the obstruction of any authorized traffic sign, signal or device.~~

~~8. Signs shall not obstruct vision clearance as determined by the City Engineer.~~

~~9. Signs shall not be placed within the public right of way except as specifically allowed in this section. No person, organization, or agency shall place any signs, indicators, advertisements, stakes, posts or any other foreign object or objects within a public street or the right of way of any public street in the City of Lakewood without the express permission, in writing, of the City Engineer. Any such objects now upon the public rights of way are hereby declared illegal, except for those now in place with written permission of the City Engineer and except for mailboxes or newspaper delivery tubes placed on the public right of way, with the approval of the City Engineer.~~

~~10. Unauthorized signs in the public right of way that the City Engineer determines to be located so as to present a hazard to the public health or safety may be immediately removed without prior notice.~~



~~11. Signs in or on vehicles, as allowed in LMC 18A.50.625(B)(21) (22), shall be subject to the following requirements:~~

~~a. Graphics and letters identifying a business or its principal product, painted or adhered directly and permanently on the vehicle, such as vinyl letters and logos, adhered magnetically, placed inside a window, or otherwise securely mounted to a vehicle which is routinely operated in the normal course of business for delivery, pickup, or transportation.~~

~~b. Signs permanently adhered on rental vehicles, such as U-haul rental trucks, identifying the name of the rental company,~~

~~c. Private "for sale" signs placed in the windows of vehicles being sold by their owners, and~~

~~d. Signs depicting the price and model year of vehicles for sale at motor vehicle sales lots.~~

~~H. Identification. Any sign constructed or erected after the effective date of this Chapter that identifies a business must contain within its text an identification of the business name in the English language in order to aid public safety and emergency responses in locating the advertised business.~~

~~I. Transmission Lines Clearance. Horizontal and vertical clearance of signs or sign structures from power and communication transmission lines shall not be less than twelve (12) feet.~~

~~J. Flagpoles. No flagpole shall extend to a height above the maximum building height allowed in the zone. A flagpole greater than six (6) feet in height shall require a building permit. All flagpoles shall be set back eight (8) feet from all property lines. Flagpoles greater than twenty five (25) feet in height shall be set back an additional foot for each foot in height above twenty five (25) feet.~~

~~K. Entrance and Exit Signs. Entrance and exit signs and/or other similarly worded directional signs, used for the purpose of controlling traffic, shall be limited to the following:~~

~~1. One (1) sign per entrance or exit.~~

~~2. Sign height shall not exceed thirty (30) inches.~~

~~3. Sign width shall not exceed sixteen (16) inches.~~

~~4. The maximum area of a sign face shall be four (4) square feet.~~

~~5. Advertisements shall not constitute more than twenty five (25) percent of the total face area of the sign, and shall not distract the reader from the primary directional and traffic control function of the sign.~~

**E**. Bus Shelter Signs. To support the provision of transit bus shelters in Lakewood, signs are permitted when provided in conjunction with the City-approved Pierce Transit Lakewood Bus Shelter Program, subject to the following requirements:

1. A bus shelter sign is an accessory sign that is structurally integrated into a bus shelter approved for design, construction, and location by Pierce Transit and the City of Lakewood.



- a. The maximum sign area is forty-eight (48) square feet for the entire shelter structure.
- b. Sign setback requirements are waived.
- c. Sign separation requirements are waived.
- d. Bus shelter signage is exclusive of signage limits of the lot on which it is located.

~~e. A sign permit for a bus shelter sign may be issued where a nonconforming freestanding sign exists on the lot.~~

~~2. Signage shall only be permitted on shelters in accordance with the City approved Pierce Transit Lakewood Bus Shelter Program.~~

~~M. Address Number Signs. Address number signs shall be provided for all properties as required by LMC 15A.14.030.Z (Ord. 536 § 1, 2011; Ord. 534 § 6, 2011; Ord. 483§ 28, 2008; Ord. 264 § 1 (part), 2001.)~~

#### ~~18A.50.635Billboards.~~



~~A. The total number of billboard faces within the City of Lakewood shall not exceed the total number of billboard faces existing on the date of incorporation of the City.~~

~~B. The demolition or removal of any billboard face reduces the number of allowable billboard faces by the number removed.~~



Zone-Districts	Sign Standards <sup>1</sup>					
	Sign Type	Number Allowed	Sign Size	Maximum Total Area <sup>2</sup>	Maximum Height	Permit Rqd?
<b>Residential</b> (All R, MR, and MF Zones)						
Subdivision	Monument	1 per primary entrance	0 sf. / 32 sf.		7'	Y
Each residential lot	All	1 per street frontage	0 sf. / 4 sf.	4 sf.	3' for picket	N
MF with more than 6 units	Monument	1 per primary entrance	0 sf. / 32 sf.		7'	Y
Schools, churches and other permitted non-residential	Monument	1 per primary entrance	0 / 32 sf.		7'	Y
	Wall <sup>2</sup>	Number limited by Total Area	0 / 50 sf.	5% of façade up to 50 sf		Y
<b>Commercial / Industrial</b>						
All (excluding Freeway)						
	Monument (by frontage)					Y
	50' or less	1	16 sf. / 24 sf.	24 sf.	7'	Y
	More than 50'	Number limited by Total Area	24 sf. / 40 sf.	24 sf. plus 0.17 for each frontage foot over 50 sf.	7'	Y
		A monument sign shall be separated from any other monument sign on the same property by a minimum 200'				
	Pole (by frontage)					
	Less than 250'	None				
	250' to 500'	1 in trade for any 2 permitted Monument	24 sf. / 40 sf.		20'	Y
	Over 500'		24 sf. / 48 sf.		20'	Y
	Wall <sup>2</sup>		200 per sign or group	10% of facade		Y



	Window		40% of the window area on each wall.			N
	Sale / Lease	1 per streetfrontage	16 sf. for ARC, TOC, NC; 32 sf. for others		10'	Y
	Incidental	See Note #3 below				N
	Portable	See Subsection #C.4 below				N
<div>Freeway<sup>4</sup> (Select TOC, C1, C2, IBP, I1)</div>						
	Pole/Monument-Surface Streetfrontage	Same as Non-Freeway Commercial / Industrial				Y
	Pole-Freeway Frontage	1 additional pole sign per freewayfrontage. Min 60 l.f. surface streetfrontage req'd.	60 s.f. min/ 200 s.f. max. Must be within 50' of freeway r.o.w.)	1 sq. ft. per lineal foot arterial frontage (min. 60 linear feet of surface streetfrontage to qualify for freeway pole sign)	35' w/in 50' of freeway	Y
	Wall, Window, Sale / Lease, Incidental, Portable	Same as Non-Freeway Commercial / Industrial				
<div>Open Space, Public, and Institutional (OSR1, OSR2, P1)</div>	The Director shall review any request for signs in these districts and consider the type, size and location of the proposed signage in respect to the type and intensity of the use, and make a determination to approve, deny or modify the proposed sign(s) consistent with the intent of this chapter and the applicable zone district regulations.					

C. In the event that the City of Lakewood annexes areas containing billboards after the date of incorporation, the total number of allowable billboard faces shall be increased by the number of faces existing in such areas on the effective date of annexation.

D. Any billboard sign in existence on the date of incorporation, or on the effective date of annexation, shall be considered nonconforming.



~~E. Removal or demolition of a billboard shall require the issuance of a demolition permit for the removal of the existing billboard. Billboard removal or demolition shall be completed within ninety (90) days of permit issuance.~~

~~F. Billboards shall not be altered or modified, except as provided in subsections "G," "H," and "I" below.~~

~~G. Ordinary and necessary maintenance and repairs that do not change the size, shape, orientation, height, or location of billboards shall not require a zoning certification, but may require a building permit. Billboard copy replacement may occur at any time and is exempt from the requirement for permits.~~

~~H. Billboards that have any projections that extend more than three (3) feet out from the surface of the billboard face shall not be modified, except to remove or reduce such projections.~~

~~I. Billboards that contain, include, or are illuminated by any flashing, intermittent, or moving lights shall not be altered or modified, except to remove or reduce such lights. Billboards shall not include lighting unless it is effectively shielded so that the light is directed to the billboard face and prevents beams or rays of light from being directed at any portion of the traveled ways of the highway or airways, or is of such low intensity or brilliance as not to cause glare or to impair the vision of the driver of any motor vehicle. Billboards found to have excessive illumination, at the sole discretion of the City, shall be modified in accordance with the City's instructions.~~

~~J. Amortization of billboards shall be fulfilled as required in LMC 18A.50.675, Nonconforming Signs. (Ord. 264 § 1 (part), 2001.)~~

# **18A.50.640 Provisions for Signs That are for Permanent Signs or Continuous Displays.**



A. Table 1 presents the dimensional standards and permit requirements by zone district for signs that are permanently installed or otherwise permitted for display without time restriction.

Zone Districts	Permanent Sign Standards					
	Sign Type	Number Allowed	Sign Size (Min/Max)	Maximum Total Area	Maximum Height	Permit Rqd?
Residential (All R, MR, and MF Zones)						
Subdivision	Monument	1 per primary entrance	0 sf. / 32 sf.	-	7'	Y
Each residential lot	All	1 per street frontage	0 sf. / 4 sf.	4 sf.	3' for picket	N
MF with more than 6 units	Monument	1 per primary entrance	0 sf. / 32 sf.	-	7'	Y
All other permitted non-residential	Monument	1 per primary entrance	0 / 32 sf.	-	7'	Y



-	<u>Wall</u>	<u>Number limited by Total Area</u>	<u>0 / 50 sf.</u>	<u>5% of facade up to 50 sf</u>	-	<u>Y</u>
<b>Commercial / Industrial (Excluding Freeway)</b>						
-	<u>Monument (by frontage)</u>	-	-	-	-	<u>Y</u>
-	<u>50' or less</u>	1	<u>16 sf. / 24 sf.</u>	<u>24 sf.</u>	<u>7'</u>	<u>Y</u>
-	<u>More than 50'</u>	<u>Number limited by Total Area</u>	<u>24 sf. / 40 sf.</u>	<u>24 sf. plus 0.17 for each frontage foot over 50 sf.</u>	<u>7'</u>	<u>Y</u>
-	-	<u>A monument sign shall be separated from any other monument sign on the same property by a minimum 200'</u>				
-	<u>Pole (by frontage)</u>	-	-	-	-	-
-	<u>Less than 250'</u>	<u>None</u>	-	-	-	-
-	<u>250' to 500'</u>	<u>1 in trade for any 2 permitted Monument</u>	<u>24 sf. / 40 sf.</u>	-	<u>20'</u>	<u>Y</u>
-	<u>Over 500'</u>	<u>permitted Monument</u>	<u>24 sf. / 48 sf.</u>	-	<u>20'</u>	<u>Y</u>
-	-	<u>A pole sign shall be separated from any other monument sign on the same property by a minimum 200'</u>				
-	<u>Wall</u>	-	<u>200 per sign or group</u>	<u>10% of facade</u>	-	<u>Y</u>
-	<u>Window</u>	-	<u>40% of the window area on each wall.</u>	-	-	<u>N</u>
<b>Freeway (Select TOC, C1, C2, IBP, I1)</b>						
-	<u>Pole/Monument-Surface Street frontage</u>					<u>Y</u>
-	<u>Pole- Freeway Frontage</u>	<u>1 additional pole sign per free way frontage. Min 60 l.f. surface street</u>	<u>60 s.f. min/ 200 s.f. max. Must be within 50' of freeway r.o.w.)</u>	<u>1 sq. ft. per lineal foot arterial frontage (min. 60 linear feet of surface street frontage to qualify</u>	-	<u>Y</u>



		<u>frontage req'd.</u>		<u>for freeway pole sign)</u>		
-	<u>Wall, Window</u>	<u>Same as Non-Freeway Commercial / Industrial</u>				
<u>Open Space, Public, and Institutional (OSR1, OSR2, P1)</u>						
-	<u>Monument (by frontage)</u>	-	-	-	-	<u>Y</u>
-	<u>50' or less</u>	<u>1</u>	<u>16 sf. / 24 sf.</u>	<u>24 sf.</u>	<u>7'</u>	<u>Y</u>
-	<u>More than 50'</u>	<u>Number limited by Total Area</u>	<u>24 sf. / 40 sf.</u>	<u>24 sf. plus 0.17 for each frontage foot over 50 sf.</u>	<u>7'</u>	<u>Y</u>
-	-	<u>A monument sign shall be separated from any other monument sign on the same property by a minimum 200'</u>				
-	<u>Wall</u>	-	<u>200 per sign or group</u>	<u>10% of facade</u>	-	<u>Y</u>
-	<u>Window</u>	-	<u>40% of the window area on each wall.</u>	-	-	<u>N</u>

~~A. Table 18A.50.640 presents the dimensional standards and permit requirements by zone district for signs that are permanently installed or otherwise permitted for display without time restriction.~~

B. Notes for ~~Figure 18A.50.640~~ Table 1

1. The following abbreviations are used in the Table:

Min. / Max. = Minimum / Maximum; sf = square foot or feet; Y = Yes; N = No;  
Rqd. = Required; r.o.w. = right-of-way.

2. Wall sign includes Projecting, Canopy, Awning, and Marquee signs.

~~3. Incidental signs are defined in LMC 18A.50.680. Incidental signs shall not be readily visible or legible from a public right of way. Incidental signs shall not individually exceed two (2) square feet or, cumulatively, one half of one (1/2 of 1) percent of the building facade; provided, said size limitation shall not apply~~



~~to signs providing directions, warnings or information when, established, authorized, or maintained by a public agency.~~

**34.** Freeway Commercial / Industrial. TOC, C1, C2, IBP, NC2 and I1 zoning districts which abut I-5, SR 512, Tacoma Mall Boulevard, or the BNSF rail-road right-of-way in Tillicum.

C. Additional requirements and explanations for specific Sign Types and situations:

1. Wall signs shall not project more than 18 (eighteen) inches from the façade of the supporting structure.

2. Projecting signs shall not extend more than 6 (six) feet from the attached building.

3. Freestanding signage for landlocked parcels.

a. For purposes of this section:

(1) A landlocked parcel is a parcel which does not have frontage on a public street and access to the parcel is provided through an adjacent parcel via a recorded access easement, or is a parcel that has less than 30 (thirty) feet on a public street and may or may not have access on that street.

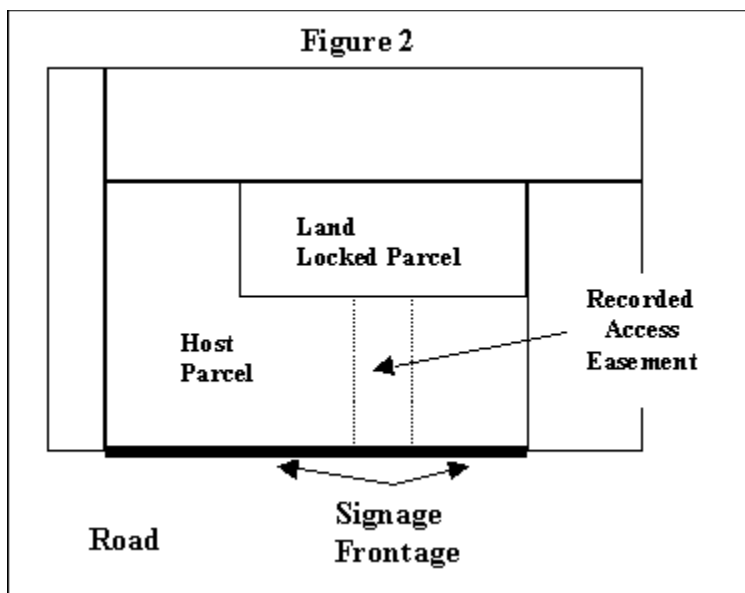
(2) A host parcel is the parcel which provides the access to a landlocked parcel, via an easement.

b. A host parcel may share its allocation of freestanding signage with the landlocked parcel. The host parcel is under no obligation to grant the landlocked parcel use of its property for an easement or to grant part of its signage allotment.

c. Freestanding signage for the landlocked parcel shall be placed adjacent to the recorded access easement and shall only advertise those businesses located on the landlocked parcel and/or the host parcel.

d. In the case of landlocked parcels utilizing a host parcel for signage, the signage for the landlocked parcel shall not be considered to be off-premise signage.





[Added]

#### 4. ~~Standards for Portable Signs Intended for Continuous Display:~~

~~Any business may display one portable sign, either a freestanding sign such as an A Frame or a T Frame, or a banner, on a continuous basis under the terms of this subsection. Portable signs permitted under this subsection are in addition to any permanent or temporary signs otherwise permitted by this Chapter. No permit is required if the portable sign complies with the following standards:~~

~~a. The sign must be located on private property on which the business is located (with the permission of the property owner) and shall not be located within the public right-of-way. On-site portable signs that are not generally visible from the public right-of-way or property are not considered signs under this Chapter.~~

~~b. The sign shall not block critical sight distances for the adjacent roadway, or for vehicles entering or exiting the roadway to or from a lawfully established driveway.~~

~~c. The sign may not block any pedestrian way. A minimum of 48 (forty eight) inches clearance shall be provided.~~

~~d. The sign shall not block or interfere with any vehicular circulation, maneuvering or parking areas.~~

~~e. The maximum size for an A Frame or T Frame sign displayed under this subsection shall be 36 (thirty six) inches wide and 48 (forty eight) inches high.~~

~~f. The maximum size of a banner allowed under this subsection shall be 40 (forty) square feet.~~

~~g. Banners shall be displayed against a building wall, and shall be maintained in good condition. Torn, faded, dirty, dingy, or shredded banners shall be removed immediately. Banners displayed on a continuous basis are in addition to the allotment of permanent wall signs for the business.~~



~~h. Freestanding portable signs shall be separated from each other by a minimum of 50 (fifty) feet.~~

~~i. Only one portable sign per business may be displayed on a permanent basis under the terms of this section. A business may display a freestanding portable sign (A-Frame/ T-Frame) or a banner, but not both, under the terms of this subsection. For the purposes of this subsection, separate business entities occupying one tenant space shall be considered a single business. Additional portable signs may only be displayed on a temporary basis subject to the provisions of Section 18A.50.665, Signs for Temporary Display.~~

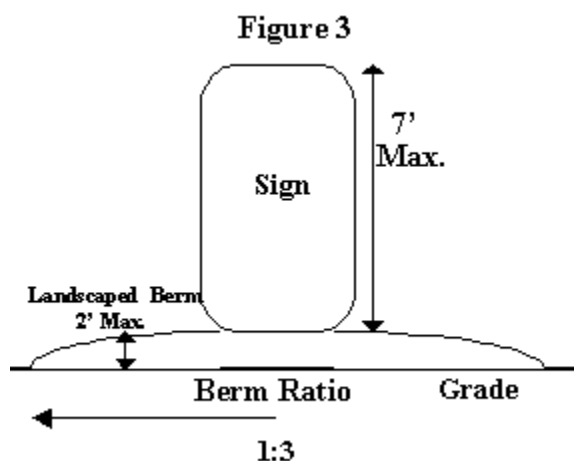
~~j. Freestanding portable signs permitted under this section shall be displayed only during regular business hours when the business is open, and shall be removed during those times when the business is closed.~~

~~k. No balloons, streamers, stringer pennants, festoons, or other similar devices are permitted in conjunction with signs displayed under this subsection. Such devices may be allowed on a temporary basis as permitted under Section 18A.50.665, Signs for Temporary Display.~~

~~l. Preference shall be given to conventional, non-portable signs lawfully erected and intended for display on a permanent basis. Signs displayed under this subsection shall be subject to all applicable standards and provisions of this Chapter.~~

**45.** Landscaped berm and decorative block edged berm alternatives for a monument sign.

a. Landscaped berms or decorative block edged berms of 2 (two) feet or less in height shall not be included in the height calculations of a ground sign. Berms of more than 2 (two) feet in height shall be counted toward the sign height calculation. Landscaped berms shall have a slope ratio of not more than 1:3 height-to-width, from the center of the berm to be considered a landscaped berm.



[Added]

## 5. Integrated Sign Plans.

A. Major Employment Centers within the NC1, NC2, CBD, TOC, C1, C2, IBP, I1 and I2 zoning districts may vary from the development standards of this section by obtaining approval of an Integrated Sign Plan for the center.



(1) The sign plan for the center shall be reviewed either separately or as part of the conditional use permit for the project.

(2) In approving the sign plan for the center, the Hearing Examiner shall make a finding that the sign plan is proportionate to the intensity of the major commercial or employment center and consistent with the intent of this code. (Ord. 534 § 7, 2011; Ord. 264 § 1 (part), 2001.)

~~6. Major Commercial or Employment Centers within the NC1, NC2, CBD, TOC, C1, C2, IBP, I1 and I2 zoning districts.~~

~~(a) A major commercial center or employment center is an integrated development with contiguous ownership larger than 10 (ten) acres in size. Contiguous properties under separate control, but which function as an integrated center and when combined are larger than 10 (ten) acres in size, may be considered a major center.~~

~~(b) Major commercial and employment centers may vary from the development standards of this section by obtaining approval of an Integrated Sign Plan for the center.~~

~~(1) The sign plan for the center shall be reviewed either separately or as part of the conditional use permit for the project.~~

~~(2) In approving the sign plan for the center, the Hearing Examiner shall make a finding that the sign plan is proportionate to the intensity of the major commercial or employment center and consistent with the intent of this code. (Ord. 534 § 7, 2011; Ord. 264 § 1 (part), 2001.)~~

**18A.50.645 Signs in the Single-Family and Mixed Residential 1 Zoning Districts. (Repealed)**

(Repealed Ord. 534 § 8, 2011; Ord. 264 § 1 (part), 2001.)

**18A.50.650 Signs in the Mixed Residential 2 and Multifamily Zoning Districts. (Repealed)**

(Repealed Ord. 534 § 9, 2011; Ord. 264 § 1 (part), 2001.)

**18A.50.655 Signs in the Commercial and Industrial Zoning Districts. (Repealed)**

(Repealed Ord. 534 § 10, 2011; Ord. 277 § 1 (part), 2002; Ord. 264 § 1 (part), 2001.)

**18A.50.660 Special Use Signs. (Repealed)**

(Repealed Ord. 534 § 11, 2011; Ord. 264 § 1 (part), 2001.)

**18A.50.665 Provisions for Non-Permanent Signs ~~Signs for Temporary Display.~~**

A. ~~A.~~ Table 2. presents the dimensional standards and permit requirements by zone district for non-permanent signs.

~~Signs for temporary display are allowed according to the standards and permit requirements of Table 18A.50.665 below. There are five (5) activity categories of temporary signs: Real Estate/Development, Political, Special Event, Private Sales and Temporary Use.~~



Temporary Sign Activity		Temporary Sign Standards				
		Number Allowed	Max Size per Sign (sq. feet)	Max Height (feet)	Other Provisions	Permit?
Apply to all Zones						
Real Estate / Development						
	Construction	4	32		Permit expires with project completion; signs may be freestanding or attached to site fencing or walls; signs shall be on premises only. Total area allowance is 128 sf per site.	Condition of Building Permit
	Subdivision & Condominium	4	16 for 8 or fewer lots / units; 32 for more than 8	7	Only one on-premise sign per streetfrontage; permit expires within 2 years of preliminary plat approval or sale of 75% of lots / units. No off-premise placement. Total area allowance is 128 sf per site.	Condition of Preliminary Plat
	Residential Sale or Rent	1 per streetfrontage	4 for 'R'; 8 for 'MR/MF'; 12 for other zones	4 in 'R' zones; 7 in other zones	Display only while property is actively for sale, rent, or lease; No off-premise display except for Open House (below).	N
	Residential Open House (Off-Premise)	4	4	3	Allowed only for single-family dwellings for sale. Display shall be only on open house days.	N
Political						



			4 per sign or aggregat ed display		<del>Signs placed in the public right-of-way shall not impede public circulation or create a hazard to circulation and shall not be located within a vision clearance area. Signs may be placed on fences, buildings, or other structures, in windows, or on pickets. Signs may be placed on private property only with the permission of the property owner or occupant. Display is limited to 60 days before and 10 days after an election.</del>	N
<b>Special Events</b>						
	Grand Opening; <del>business</del> closing		Poster / banner: 32 A-frame, T-frame or picket signs: 6	A-frame, T-frame or picket signs: 4	<del>One 30-day display period per new business or organization opening or business closing. Two incidental signs / devices are also allowed. Total sign face area shall not exceed eighty (80) square feet.</del>	Y
	City-sponsored Community Events	<del>Signs, banners, or displays as approval by the Community Development Director.</del>			<del>Displays may be located on or over public rights-of-way with approval of the sign placement by the City Engineer</del>	N



	<del>Non-Profit Events</del>	<del>1 per arterial frontage (minimum 1)</del>	<del>Poster / banner: 32 A-frame, T-frame or picket signs: 6</del>	<del>A-frame, T-frame or picket signs: 4</del>	<del>Applicant must meet definition of Non-Profit Organization in LMC 18A.50.680-Definitions. Maximum of one 15-day event per calendar quarter. Total sign face area shall not exceed eighty (80) square feet.</del>	<del>Y</del>
<b>Private Sales (Garage/Estate)</b>						
	<del>Residential Uses Only</del>	<del>1 on-premise; 4 off-premise</del>	<del>4 per sign face</del>	<del>3</del>	<del>Display only on days of sale and not to exceed 12 continuous days in any 90-day period. A-frame, T-frame or picket style freestanding sign only; signs shall be located within 1/2 mile of the sale site, except that (1) sign may be placed at the nearest arterial street; signs may be placed on private property only with the permission of the owner or occupant.</del>	<del>N</del>
<b>Temporary Use</b>						



			50		Only issued in association with and as a condition of a Temporary Use permit; not issued if another temporary sign permit is active; on-premise only; total allowed area not exceed 50 square feet. (Also see LMC 18A.10.520)	Condition of Temporary Use Permit
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Table 2 Non-Permanent Signs						
Residential (All R, MR, and MF Zones)						
Sign Type		Number Allowed	Sign Size	Maximum Height	Permit Rqd?	Duration
Limited Duration Sign	<ul style="list-style-type: none"> <li>• Freestanding sign</li> <li>• Window sign</li> <li>• Wall Sign</li> <li>• Banner sign</li> <li>• Fence sign</li> </ul>	1 per property	6 sf	6	Y	Permit valid for 1 year, may be renewed annually
Temporary Sign	<ul style="list-style-type: none"> <li>• Freestanding sign</li> <li>• Window sign</li> <li>• Wall Sign</li> <li>• Banner sign</li> <li>• Fence sign</li> </ul>	1 per property, 2 if property has 400+ ft. of street frontage	24 sf for banners, 8 sf for all other signs	<ul style="list-style-type: none"> <li>• 8 ft.</li> <li>• Banners shall be hung &lt;24 ft</li> </ul>	the date of installation must be written in indelible ink on the lower right hand corner of the sign	May be displayed up to a maximum of 120 days per year
Portable Sign	<ul style="list-style-type: none"> <li>• Sandwich Board</li> <li>• A-frame Signs</li> </ul>	1 per property	7 sf per sign face	3.5	N	6:00 AM -10:00 PM, daily
Non Residential Zones						
Limited Duration Sign	<ul style="list-style-type: none"> <li>• Freestanding sign</li> <li>• Window sign</li> <li>• Wall Sign</li> <li>• Banner sign</li> <li>• Fence sign</li> </ul>	1 per property; 2 if property has 400+ ft. of street frontage or has > 10,000 sq. ft. lot size	16 sf	8	Y	Permit valid for 1 year, may be renewed annually



<u>Temporary Sign</u>	<ul style="list-style-type: none"> <li>• <u>Freestanding sign</u></li> <li>• <u>Window sign</u></li> <li>• <u>Wall Sign</u></li> <li>• <u>Banner sign</u></li> <li>• <u>Fence sign</u></li> </ul>	<u>1 per property; 2 if property has 400+ ft. of street frontage or has &gt; 10,000 sq. ft. lot size</u>	<u>32 sf for banners, 16 sf for all other signs</u>	<ul style="list-style-type: none"> <li>• <u>8 ft.</u></li> <li>• <u>Banners shall be hung &lt;24 ft</u></li> </ul>	<u>the date of installation must be written in indelible ink on the lower right hand corner of the sign</u>	<u>May be displayed up to a maximum of 120 days per year</u>
<u>Portable Sign</u>	<ul style="list-style-type: none"> <li>• <u>Sandwich Board</u></li> <li>• <u>A-frame Signs</u></li> </ul>	<u>1 per establishment</u>	<u>7 sf per sign face</u>	<u>3.5</u>	<u>N</u>	<u>6:00 AM -10:00 PM, daily</u>
<b><u>Open Space, Public, and Institutional (OSR1, OSR2, P1)</u></b>						
<u>Large Limited Duration Sign (Max area 16 sf.)</u>	<ul style="list-style-type: none"> <li>• <u>Freestanding sign</u></li> <li>• <u>Window sign</u></li> <li>• <u>Wall Sign</u></li> </ul>	<u>1 per property; 2 if property has 400+ ft. of street frontage or has &gt; 10,000 sq. ft. lot size, signs will be reviewed on a first-come first serve basis</u>	<u>16 sf</u>	<u>8</u>	<u>Y</u>	<u>Permit valid for 1 year, may be renewed annually</u>
<u>Large Banner Sign</u>	-	<u>1 per property; 2 if property has 400+ ft. of street frontage or has &gt; 10,000 sq. ft. lot size, signs will be reviewed on a first-come first serve basis</u>	<u>32-80 sf* for banners, 16 sf for all other signs</u>	<ul style="list-style-type: none"> <li>• <u>8 ft.</u></li> <li>• <u>Banners shall be hung &lt;24 ft</u></li> </ul>	<u>The date of installation must be written in indelible ink on the lower right hand corner of the sign.</u>	<u>May be displayed up to a maximum of 120 days per year</u>
<u>Temporary Sign</u>	<ul style="list-style-type: none"> <li>• <u>Freestanding sign</u></li> <li>• <u>Window sign</u></li> <li>• <u>Wall Sign</u></li> <li>• <u>Banners</u></li> <li>• <u>Fence Sign</u></li> </ul>	<u>1 per establishment; during the farmers market, or like festivals, each booth will be considered a separate establishment</u>	<u>6 sf</u>	<ul style="list-style-type: none"> <li>• <u>6 ft.</u></li> <li>• <u>Banners shall be hung &lt;24 ft</u></li> </ul>	<u>The date of installation must be written in indelible ink on the lower right hand corner of the sign.</u>	<u>Temporary and portable signs are only permitted in OSR1, OSR2, and PI from June-September and December-January each year.</u>
<u>Portable Sign</u>	<ul style="list-style-type: none"> <li>• <u>Sandwich Board</u></li> <li>• <u>A-frame Signs</u></li> </ul>	<u>1 per establishment; during the farmers market, or like festivals, each booth will be considered a separate establishment</u>	<u>7 sf per sign face</u>	<u>3.5</u>	<u>N</u>	<u>Temporary and portable signs are only permitted in OSR1, OSR2, and PI from June-September and December-January each year.</u>
<u>* maximum banner size is calculated using 32 sf, plus 1 square foot for every 100f of over 400f of street frontage.</u>						

## B. Notes for Table 2.

1. The following abbreviations are used in the Table:



Min. / Max. = Minimum / Maximum; sf = square foot or feet; Y = Yes; N = No;  
Rqd. = Required; r.o.w. = right-of-way.

2. Wall sign includes Projecting, Canopy, Awning, and Marquee signs.

C. Additional requirements and explanations for specific Sign Types and situations:

1. Limited Duration Signs

A. Limited duration signs, as defined in this Section, located on private property are subject to the regulations set forth below. Limited Duration signs that comply with the requirements in this subsection shall not be included in the determination of the type, number, or area of signs allowed on a property.

B. Size and Number

a. Non-Residential Zones:

i. Limited Duration Signs: One (1) large limited duration sign is permitted per property in all non-residential zones. If a property has at least 400 feet of street frontage or has more than 10,000 square feet of floor area, one (1) additional large limited duration sign may be permitted so long as there is a minimum spacing of 200 feet between the two (2) large limited duration signs.

C. Permit Requirements

a. A permit for a limited duration sign is issued for one (1) year and may be renewed annually.

b. One (1) sign is allowed per permit. An applicant may request up to two (2) permits per address, but is subject to the size and number requirements set forth in this section.

c. An allocation for a limited duration sign permit must include:

i. A description of the sign indicating the number, size, shape, dimensions, and colors of the sign, and the expected length of time the sign will be displayed;

ii. A schematic drawing of the site showing proposed location of the sign in relation to nearby building and streets;

iii. The number of signs on the site.

d. Installation and Maintenance

i. All limited duration signs must be installed such that in the opinion of both the City Building Official and City Engineer, they do not create a safety hazard



- ii. All limited duration signs must be made of durable materials and shall be well-maintained.
  - iii. Limited duration signs that are frayed, torn, broken, or that are no longer legible will be deemed unmaintained and shall be required to be removed.
- e. Illumination: Illumination of any limited duration sign is prohibited

## 2. Temporary Signs

a. Temporary signs, as defined by this section, located on private property, are exempt from standard permit requirements. Temporary signs that comply with the requirements of this sub-section shall not be included in the determination of the type, number, or area of signs allowed on a property.

b. Size and Number.

- 1. One (1) temporary sign is permitted per property in all non-residential districts. If a property has at least 400 feet of street frontage or has > 10,000 sq. ft. of floor area one (1) additional temporary sign may be permitted so long as there is a minimum spacing of 200 feet between the two (2) temporary signs.

c. Duration and Removal

- i. Temporary signs may be displayed up to a maximum of 120 days per year. The date of erection of a temporary sign must be written in indelible ink on the lower right hand corner of the sign.
- ii. The City of Lakewood or the property owner may confiscate signs installed in violation of this chapter. Neither The City of Lakewood nor the property owner is responsible for notifying sign owners of confiscation of an illegal sign.

d. Permission: The party posting the temporary sign is solely responsible for obtaining the permission of the property owner before posting their temporary sign. The property owner is able to remove any unauthorized sign on their property.

e. Municipal Notification: Temporary signs are exempt from the standard permit requirements; the date of erection of a temporary sign must be written in indelible ink on the lower right hand corner of the sign. Any sign that does not have the date of installation written on the sign will be subject to removal.

f. Installation and Maintenance.

- i. All limited duration signs must be installed such that in the opinion of the municipality Building Official and City Engineer, they do not create a safety hazard.
- ii. All temporary signs must be made of durable materials and shall be well-maintained.



iii. Temporary signs that are frayed, torn, broken, or that are no longer legible will be deemed unmaintained and required to be removed.

g. Illumination: Illumination of any temporary sign is prohibited.

### 3. Portable Signs

#### a. General Provisions

i. Illumination: Illumination of any portable sign is prohibited

#### ii. Hours of Display

1. Signs shall not be displayed on any premises before 6:00 AM and shall be removed each day at or before 10:00 PM.

2. All portable signs must be taken in during inclement weather.

b. Sandwich Board or A-frame Signs. Sandwich board signs that comply with the requirements in this sub-section shall not be included in the determination of the type, number, or area of signs allowed on a property.

i. Number: One (1) sandwich board sign is permitted per establishment. For the purposes of this subsection, a parking garage or parking lot, and each vendor at an outdoor marketplace or like event, shall be considered an establishment.

#### ii. Sign Placement

1. If a sign is located on a public or private sidewalk, a minimum of 36 inches of unobstructed sidewalk clearance must be maintained between the sign and any building or other obstruction.

2. The sign must be located on the same contiguous property, or adjacent right-of-way, as the establishment installing it.

3. Portable signs shall be weighted, temporarily secured, or strategically placed so as to avoid being carried away by high winds.

#### iii. Manual Changeable Copy

1. Manual changeable copy signs are permitted when integrated into a sandwich board sign.

### B. Notes for Table 18A.50.665

1. Temporary use sign permits shall not be issued for detached or attached dwellings.



~~2. Failure to comply with the conditions in this Chapter and the issued permit shall result in immediate enforcement pursuant to LMC 18A.02.460, Enforcement. In addition, the subject applicant, business, and location shall be ineligible for a temporary sign permit for a period of one (1) year.~~

~~3. Attachments to a temporary sign, including lighting, shall be prohibited~~

~~4. Alteration of required landscaping in any manner shall be prohibited.~~

~~5. Up to two (2) of the following types of devices and displays may be permitted as accessory to one (1) or more temporary signs if such devices are included in the special event temporary sign permit:~~

~~a. Streamers.~~

~~b. Stringer pennants.~~

~~c. Strings of twirlers or propellers.~~

~~d. Balloons. (Ord. 534 § 12, 2011; Ord. 317 § 10, 2003; Ord. 307 § 25, 2003; Ord. 264 § 1 (part), 2001.)~~

#### **18A.50.675 Nonconforming Signs.**

A. Any sign which does not conform to the sign standards within this chapter, for which a permit was issued by Pierce County prior to February 28, 1996, and which was constructed, erected, and maintained in compliance with applicable Pierce County regulations shall be regarded as a legal non-conforming sign; excluding those signs that are prohibited under LMC 18A.50.620, Prohibited Signs.

#### **B. Nonconforming Sign Permits.**

~~1. A permit is required for each legal nonconforming sign within the city of Lakewood.~~

~~2. The permit shall include the necessary information pertaining to the nonconforming status of the sign for administrative tracking, public notice, amortization (if applicable), and removal of the sign in accordance with this title.~~

~~3. All property owners, lessors, or businesses with control of a nonconforming sign within the city shall obtain a nonconforming sign permit for each nonconforming sign within ninety (90) days of notification by the City of Lakewood.~~

~~4. No fee shall be charged for required nonconforming sign permits which are obtained within ninety (90) days of notification by the City of Lakewood. Owners of signs who have not obtained the required permit prior to the stated deadline shall be assessed a permit fee for administration of the permit.~~

~~15.~~ Changes to nonconforming signs, as allowed pursuant to this title, shall be permitted by documenting the nature and extent of the change using a ~~nonconforming~~ sign permit.



C. Any legal nonconforming sign which is structurally altered, relocated, or replaced shall immediately be brought into compliance with all of the provisions of this title, excluding the repair, and/or restoration of a sign to a safe condition. Normal maintenance shall be permitted on any part of a sign or sign structure without loss of nonconforming status. Sign face changes that do not result in an increase of the nonconformity shall be allowed, except as specifically prohibited in this chapter.

~~C. Any legal nonconforming sign which is structurally altered, relocated, or replaced shall immediately be brought into compliance with all of the provisions of this title, excluding the repair, and/or restoration of a sign to a safe condition. Normal maintenance shall be permitted on any part of a sign or sign structure without loss of nonconforming status. Sign face changes that do not result in an increase of the nonconformity shall be allowed, except as specifically prohibited in this chapter.~~

D. Billboards: The following requirements shall pertain to all billboards located within the City.

1. The total number of billboard faces within the City of Lakewood shall not exceed the total number of billboard faces existing on the date of incorporation of the City.

2. The demolition or removal of any billboard face reduces the number of allowable billboard faces by the number removed.

3. In the event that the City of Lakewood annexes areas containing billboards after the date of incorporation, the total number of allowable billboard faces shall be increased by the number of faces existing in such areas on the effective date of annexation.

4. Any billboard sign in existence on the date of incorporation, or on the effective date of annexation, shall be considered nonconforming.

5. Removal or demolition of a billboard shall require the issuance of a demolition permit for the removal of the existing billboard. Billboard removal or demolition shall be completed within ninety (90) days of demolition permit issuance.

6. Billboards shall not be altered or modified, except for the following:

a. Ordinary and necessary maintenance and repairs that do not change the size, shape, orientation, height, or location of billboards shall not require a zoning certification, but may require a building permit. Billboard copy replacement may occur at any time and is exempt from the requirement for permits.

b. Billboards that have any projections that extend more than three (3) feet out from the surface of the billboard face shall not be modified, except to remove or reduce such projections.

c. Billboards that contain, include, or are illuminated by any flashing, intermittent, or moving lights shall not be altered or modified, except to remove or reduce such lights. Billboards shall not include lighting unless it is effectively shielded so that the light is directed to the billboard face and prevents beams or rays of light from being directed at any portion of the traveled ways of the highway or airways, or is of such low intensity or brilliance as not to cause glare or to impair the vision of the driver of any motor vehicle. Billboards found to have excessive illumination, at the sole discretion of the City, shall be modified in accordance with the City's instructions.



~~D. All nonconforming signs not exempted by subsection E below shall be removed or modified to conform with current sign standards no later than December 31, 2006. A sign permit shall be obtained for any sign modifications necessary to bring signs into conformance. Pursuant to subsection C, all non-conforming signs required to be modified or replaced by this section shall be brought into full compliance with the provisions of this code.~~

~~E. Signs for which permits were issued by Pierce County prior to February 28, 1996, if they are within 25 percent of the height and area requirements of the current sign standards as of the effective date of this Ordinance, shall be exempt from the provisions of subsection D above. In addition, any sign erected pursuant to a valid sign permit issued by the City of Lakewood at any time since incorporation of the City shall be exempt from the provisions of subsection D above. These exemptions shall not apply to any sign listed as a prohibited sign. If the removal of a non-conforming sign is subject to compensation by the City pursuant to RCW 47.42, the Highway Scenic Control/Scenic Vistas Act, an exemption may be provided for said sign at the discretion of the City Manager.~~

~~F. In addition to the provisions of subsection D, all nonconforming signs not exempted by subsection E shall be removed or brought into conformance prior to December 31, 2006, under the following conditions:~~

#### E. Removal required for non-conforming signs

##### 1. The following situations will require removal of existing non-conforming signs.

~~a1.~~ In conjunction with any administrative use permit, conditional use permit, variance, subdivision, change in use, or building permit application for an expansion or alteration (including new structures) on the property on which the sign is located, where the cost of the expansion, alteration, or new construction is greater than twenty-five (25) percent of the value of the existing structure(s) on the site. This calculation shall include cumulative value, adjusted for inflation, of all expansions, alterations, and new construction initiated since incorporation of the City.

~~b2.~~ Within ninety (90) days of the demolition or destruction of any portion of a building containing the use to which a non-conforming sign is accessory, where the value of that portion of the building is greater than fifty (50) percent of the appraised value of the entire building

~~c3.~~ Within ninety (90) days of damage of the sign by catastrophic events, such as earthquakes, floods and wind, vandalism, fire or other casualty such that the cost of repair and restoration of the sign, to the same or a more conforming design, exceeds fifty (50) percent of the cost of replacing the sign with a conforming sign. The Building Official may require that such sign be removed or repaired in less than ninety (90) days if the sign is deemed to be an immediate danger to the public.

~~d4.~~ Upon notice by the City that the sign is in a state of disrepair, is unsafe, or may become a danger to the public, providing the costs of repair and restoration of the sign exceeds fifty (50) percent of the cost of replacing the sign with a conforming sign.



~~e5. Upon notice by the City that the sign constitutes a traffic hazard, not created by the relocation of streets or highways or the result of acts by the City.~~

~~F6. Any signs not removed within the time limit specified in Section E6 above, or as otherwise ordered by the City, shall be deemed a public nuisance, subject to the removal provisions of this chapter, and shall be removed by the City if the sign owner or property owner fails to do so after being so ordered by the Community Development Director. Costs, including administrative and indirect costs, of said removal, shall be borne by the sign and/or property owner and may be recovered by the City, if necessary, by placing a lien on the property from which the sign has been removed.~~

~~H. Amortization. To ease the economic impact of this code on businesses with legal nonconforming signs subject to removal under subsection D, this code has provided for a limited period of use for a nonconforming sign in its existing state. During this period, it is expected that the sign will be amortized on federal income taxes; however, whether it may be so amortized shall not affect the application of this section. Similar treatment shall be accorded signs in new areas annexed to the City. (Ord. 385 § 1, 2005; Ord. 317 § 11, 2003; Ord. 264 § 1 (part), 2001.)~~

#### ~~18A.50.680 Sign Definitions.~~

~~For the purposes of this chapter, the following definitions shall apply:~~

~~A. ABANDONED SIGN. Any sign that has been deserted and its effective use terminated, and which no longer fulfills the purpose for which it was constructed.~~

~~B. A FRAME OR T FRAME SIGN. A temporary, portable, freestanding, and self-supporting sign which may be either single or double faced, forming an "A" shape, or on a pole attached to a flat base.~~

~~C. ALTERATION SIGN. Any change in size, shape, position, location, construction, or supporting structure of a sign. A change in copy is not an alteration.~~

~~D. ANIMATED SIGN. A sign which has any visible moving part, flashing or oscillating lights, visible mechanical movement of any description, or other apparent visible movement achieved by any means. Animated signs include, but are not limited to, changing or moving pictures, drawings, and designs regardless of the means and mechanisms of the animation; and message display changes at intervals of five seconds or less.~~

~~E. AWNING SIGN. Any sign painted on, attached to, or supported by an awning.~~

~~F. BALLOON. A decorative inflatable device with a diameter of less than eighteen (18) inches, generally composed of a thin layer of latex or mylar. The tether of a balloon is less than twelve (12) feet in length (see "blimp").~~

~~G. BANNER SIGN. A typically rectangular or square shaped sign, of cloth or other similar material, bearing a commercial message, motto, or slogan. A banner may have a message and/or display a commercial graphic or symbol. It can vary in size, color, and design.~~

~~H. BILLBOARD SIGN. A sign that contains a message or directs attention to a business, profession, product, activity, or service that is not related to a use or activity conducted or offered on the premises or at the location where the sign is located, excluding road~~



~~directional signs, and which is generally available by means of rental or lease to persons other than the owner of the sign. A billboard sign includes the sign face(s) that contains the message or direction noted above, as well as the pole or other structure upon which the sign face is attached.~~

~~I. BILLBOARD SIGN FACE. That portion of a billboard, exclusive of its structural support, on which changeable advertising copy is displayed either by affixing pre-printed poster panels or by painted copy.~~

~~J. BLIMP. An advertising or decorative device with a diameter or combined diameter of eighteen (18) inches or larger that is inflated by some means and is used to attract attention, advertise, promote, market or display goods and/or services. These devices include large single displays or displays of smaller balloons connected in some fashion to create a larger display. A balloon with a tether longer than twelve (12) feet is considered a blimp.~~

~~K. BUSINESS SIGN. A sign that directs attention to a business, commodity, goods, service or entertainment conducted, sold or offered on the premises.~~

~~L. CANOPY SIGN. A sign attached to the underside of a canopy.~~

~~M. CONSTRUCTION SIGN. A temporary sign placed in advance of occupancy of a building or structure indicating the name of the building or structure, the architects, the contractors and other information regarding the building or structure.~~

~~N. DIRECTIONAL OR INFORMATIONAL SIGN. A sign designated to guide or direct pedestrians or vehicles.~~

~~O. EMITTING SIGN. A sign which emits sound, odor, or visible matter such as smoke or steam.~~

~~P. FLAG. An individual piece of cloth or other similar material, varying in size, shape, color, and design, affixed to a staff or pole. A flag is used as a symbol of a nation, state, city, or organization; or it may be merely decorative. A "pennant" is a shape of flag, however one (1) "string pennant" is not a flag.~~

~~Q. FLASHING SIGN. Any illuminated sign on which the artificial light is not maintained in a stationary status and/or remain constant in intensity and color at all times when such sign is in use.~~

~~R. FLASHING SIGN. An illuminated sign may utilize action or motion, or light or color.~~

~~S. FREESTANDING SIGN. A sign that is self-supported on a structure used exclusively or primarily for the support of the sign or for a group of signs, being detached from any building or structure.~~

~~T. GATE OR ENTRANCE SIGN. A sign attached or adjacent to an entranceway of a residential site or subdivision, which identifies the site or subdivision.~~

~~U. GRAND OPENING. The celebration or promotional period beginning on or shortly after the date when a new, permanent business or use is first opened for business in a permanent, fixed building. A grand opening must occur at or near the beginning of a business operation and can only occur once during the lifetime of the operation. For the~~



~~purposes of this definition, Grand Re-Opening, Under New Ownership, Under New Management, or similar type events shall be allowed for the following: a change of business location; construction of a new business structure; major remodeling or expansion valued at \$50,000 or more; change of ownership; change of general management; or change of name, provided that such event is for a permanent business in a permanent, fixed building and occurs on or about the date of the above changes in business.~~

~~V. IDENTIFICATION SIGN. A sign used only for the purpose of identifying the occupancy of a building, structure or property.~~

~~W. INFLATABLES. A decorative device with a diameter or combined diameter of 18 inches or larger that is inflated by some means and is used to attract and/or promote attention to a site or service. These devices include large single displays or displays of smaller balloons connected in some fashion to create a larger display. Blimps are not considered inflatables.~~

~~X. ILLUMINATED SIGN. A sign designed to give forth artificial light or reflect such light from an artificial source.~~

~~Y. INCIDENTAL SIGN. Signs, emblems, and decals attached to a primary building which are designed to provide general building and limited non-advertising business information and may include but are not limited to signs designating restrooms, hours of operation, acceptable credit cards, property ownership or management, and phone booths. Incidental signs shall not be readily visible or legible from a public right of way. Incidental signs shall not individually exceed two (2) square feet or, cumulatively, one half of one (1/2 to 1) percent of the building facade; provided, said size limitation shall not apply to signs providing directions, warnings or information when, established, authorized, or maintained by a public agency.~~

~~Z. INDIRECTLY ILLUMINATED SIGN. An illuminated nonflashing sign whose illumination is derived entirely from an external artificial source and which is arranged so that no direct rays of light are projected from such source into residences or the street.~~

~~AA. Integrated Sign Plan. A special sign entitlement available to Major Commercial or Employment Centers as defined in this Code. An integrated sign plan is subject to review and approval by the Hearing Examiner using the procedures provided for conditional use permits.~~

~~BB. MARQUEE SIGN. Any sign painted on, attached to, or supported by a marquee.~~

~~CC. MOBILE READERBOARD SIGN. Any sign which is manifestly designed to be transported, including by trailer or on its own wheels, even though the wheels of such sign may be removed and the remaining chassis or support constructed without wheels is converted to an "A" or "T" frame sign, or attached temporarily or permanently to the ground since this characteristic is based on the design of such a sign. It is characteristic of such a mobile readerboard that the space provided for advertising matter consists of a changeable copy sign.~~

~~DD. MONUMENT SIGN. A freestanding sign which is affixed in or upon the ground with no air space between the ground and the sign face.~~



~~EE. NONCONFORMING SIGN. Any sign legally established prior to the effective date of this title or subsequent amendments thereto, which is not in full compliance with the regulations of this title.~~

~~FF. NON-PROFIT COMMUNITY ORGANIZATION. Any organization that qualifies as a non-profit entity under the provisions of section 501(c)(3) of the IRS federal tax code, including but limited to children's clubs, religious institutions, fraternal organizations, public schools, and governmental organizations.~~

~~GG. OFF-PREMISE SIGN. A sign that contains a message or directs attention to a business, profession, product, activity, or service that is not directly related to a use or activity conducted or offered on the premise or at the location where the sign is located, excluding road directional signs.~~

~~HH. ON-PREMISE SIGN. A sign identifying a business, product, service or activity conducted or sold on the same premises as that on which the sign is located.~~

~~II. PAINTED SIGN. A sign which is painted on any office, wall, window, fence or structure of any kind.~~

~~JJ. POLE SIGN. A freestanding sign where the sign face is elevated above the site grade by structural supports, and includes the supports.~~

~~KK. POLITICAL SIGN. A sign advertising a candidate for political office or a measure scheduled for election.~~

~~LL. PORTABLE SIGN. A sign that is not permanently affixed to the ground or to a building or structure and which may be easily moved.~~

~~MM. PROJECTING SIGN. A two-faced wall sign affixed to the exterior wall of a building or structure with the exposed faces perpendicular to the plane of such wall.~~

~~NN. READERBOARD OR CHANGEABLE MESSAGE SIGN. A sign or part of a sign on which the letters are readily replaceable such that the copy can be changed.~~

~~OO. ROOF SIGN. A sign or sign structure erected upon, against or directly above a roof or above the vertical parapet wall of a building, including a sign affixed to any structure erected upon a roof.~~

~~PP. SIGN. Any structure, device, letter, figure, character, poster, picture, logo, trademark or reading matter which is used or designed to announce, declare, demonstrate, display or otherwise identify or advertise, or attract the attention of the public. Including, but not limited to every device, frame, letter, figure, character, mark, plane, point, design, picture, logo, stroke, stripe, trademark, plane, point, design, picture, logo, stroke, stripe, trademark, or reading matter, which is used or intended to be used to attract attention or convey information when the same is placed visible from a public right of way or public property; and shall include all parts, portions, units, and materials composing the same, together with the frame, background, and supports or anchoring thereof.~~

~~QQ. SIGN AREA. The total area of all sign faces expressed in square feet.~~

~~RR. SIGN FACE. The total area of one sign face expressed in square feet. Area is measured from the outside perimeter, including backup, molding, framing, but excluding structural~~



~~supports, architectural details, decorative scrollwork, etc. The area of a group of individual mounted letters or figures shall be the area of the smallest single geometric form necessary to enclose the entire group of letters or figures.~~

~~SS. SIGN HEIGHT. The distance from ground level to the highest point on the sign structure.~~

~~TT. SPECIAL USE SIGN. A sign intended to be displayed for a limited time and which is not permanently mounted, that advertises political issues or candidates, private sales, residential sale/rent/lease, commercial and industrial sale/rent/lease, or is a short term contractor's sign.~~

~~UU. STRING PENNANT. A series of shapes, signs, streamers, or other similar devices made of fabric, plastic or other material which are connected together or attached to a cord to create a rope like device that is typically displayed between poles or buildings. String pennants may contain advertising or be decorative. String pennants can vary in size, color, or design.~~

~~VV. SUBDIVISION SIGN. A sign erected and maintained within the boundaries of a recorded subdivision and indicating the name of the subdivision, the name of the contractor or subdivider and the name of the owner or agent, and giving information regarding directions, price or terms.~~

~~WW. TEMPORARY SIGN. A sign intended to be displayed for a limited time and which is not permanently mounted, that advertises non profit community or civic events, special events, temporary uses, a subdivision, or is an interim sign for a business.~~

~~XX. VEHICLE SIGN. The use of a vehicle as a sign, any sign which is attached to or placed on a parked vehicle or trailer which is principally used for advertising purposes rather than transportation, any advertising or advertising space for which the owners or operator of the vehicle receives any compensation, except public transit buses bearing rental advertising.~~

~~YY. VISUALLY PROJECTED SIGN. A sign which is projected, by whatever means, onto a surface or into the air.~~

~~ZZ. WALL SIGN. Any sign painted on or attached directly to or erected against and supported by a building wall, or facade, with the exposed face of the sign in a plane parallel to the portion of the structure to which it is attached. (Ord. 534 § 13, 2011; Ord. 277 § 1 (part), 2002; Ord. 264 § 1 (part), 2001.)~~

**Section 3 Severability.** If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

**Section 4. Effective Date.** This ordinance shall take place thirty (30) days after its publication or publication of a summary of its intent and contents.

**ADOPTED** by the Lakewood City Council this 1<sup>th</sup> day of April, 2019.



CITY OF LAKEWOOD

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Don Anderson, Mayor

Attest:

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Briana Schumacher, City Clerk

Approved as to Form:

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Heidi Ann Wachter, City Attorney



It is recommended that section 18A.50.640 be amended - “Provisions for Permanent Sign or Continuous Displays,” to state “A pole sign shall be separated from any other monument and/or pole sign on the same property by a minimum 200,” which would align with the existing administrative policy.

*4. Can the City prohibit signs being placed on traffic islands or at current or future gateway locations?*

The short answer is yes, so long as the City finds that signs at these locations represent a traffic and/or safety hazard. (Some caution is advised since Washington State allows the use of rights-of-way as places of public forums.)

One way to strengthen the City’s position on this limitation would be to reference the City’s gateway program both with findings within the ordinance and with specific criteria in the code. There are to-date 14 gateways approved by the City Council throughout the community. All of the gateways are located either in traffic islands or along the sides of existing rights-of-way. Five have been completed; three are currently under construction; and six more are planned. The average cost per gateway is \$66,000, not including landscaping or ongoing maintenance costs. Moreover, many of the gateways are located on sites with significant public infrastructure underground. All of the gateway locations have very high traffic volumes in excess of 20,000 average daily trips.

If this is a topic that the Council wants to pursue the following amendments would need to be incorporated into the Ordinance: Amending the findings section of the Ordinance to address signs in designated public rights-of-way; adding an additional item to 18A.50.620 – Prohibited Signs to specifically list signs located in gateway locations; and amend the definitions section LMC 18A.50.680 to add “Gateways.”



# LAKEWOOD

## POLICE DEPARTMENT

A WASP-accredited agency



# 2018 ANNUAL REPORT

*"Making a Difference"*



# I choose to believe.

“I believe in the power of a calling. I believe in honor and sacrifice, in courage through the danger and strength through the struggle. I believe in hope. I believe in the power of will, in justice, in a new day, and in making a difference.

I will never stop believing no matter what comes my way. Some may hate, while others turn a blind eye. There will be burdens and risks. Loss of brothers and sisters and the challenge to keep going.

No matter what confronts me, no matter the danger, I will keep my faith, my hope, and my courage. I am a defender and a peace keeper. I am a sheepdog.”

- Unknown



# LETTER FROM THE CHIEF

The Lakewood Police Department saw another busy and successful year in 2018. In addition to handling over 45,000 calls for service, we continued several new innovative programs like our Behavioral Health Contact Team, which pairs a mental health professional with one of our officers to help those in need in



our community, and our officer Phlebotomists, who are certified to draw blood allowing us to get impaired drivers off the road and our officers back on patrol more efficiently than a visit to the hospital.

We also reinvigorated our bike team with much success and positive response from the community. We used the team during a targeted emphasis against retail theft during the holidays. We saturated our retail areas with a visible presence of officers on bikes in order to deter thefts during this busy shopping season. As a result of the increased presence we saw a reduction in thefts compared to the same time in 2017, and also received a tremendous amount of positive feedback from residents who appreciated the increased patrols.

With that kind of success you can expect to see more of the Bike Team on Lakewood's streets and in our shopping areas throughout the year.

While responding to calls for service and deterring crime are our bread and butter, we also participated in several events in 2018 aimed at connecting with our community.

We once again participated in the annual National Night Out events around the city, but added two new events this year. The first was Coffee with a Cop, held in partnership with the Bridgeport Way Starbucks. For a first time event, it was a huge success. We had officers from different units within the department there to meet with community members and simply have a cup of coffee and discuss public safety issues or other matters that affect them. On the heels of that we held a Cocoa with a Cop event at our station to connect with our youngest residents and show them around the station. Attendance at this event exceeded our expectations and was enjoyed by everyone involved.

2018 also saw several officers retire. Detective Kim Holmes, Detective Rey Punzalan, Officer Joe Kolp, and Officer Oscar Maysonet all sailed off into retirement in 2018. While it's sad to see good people go, it's great to see them reach the end of a long career in public service to start the next chapter in their lives.



With all we had going on this year, easily the highlight was bringing Chief Maddie on board as our honorary Chief for the Year after our Cops vs. Teachers basketball game in April 2018. Chief Maddie brought a light to the department and was able to represent us at the Chief for a Day event at the police academy and the City of Lakewood Holiday Tree Lighting, among many other events.

Her official time as Chief will come to an end in 2019, but she will always be remembered as our first Honorary Chief and will always be a part of our department.

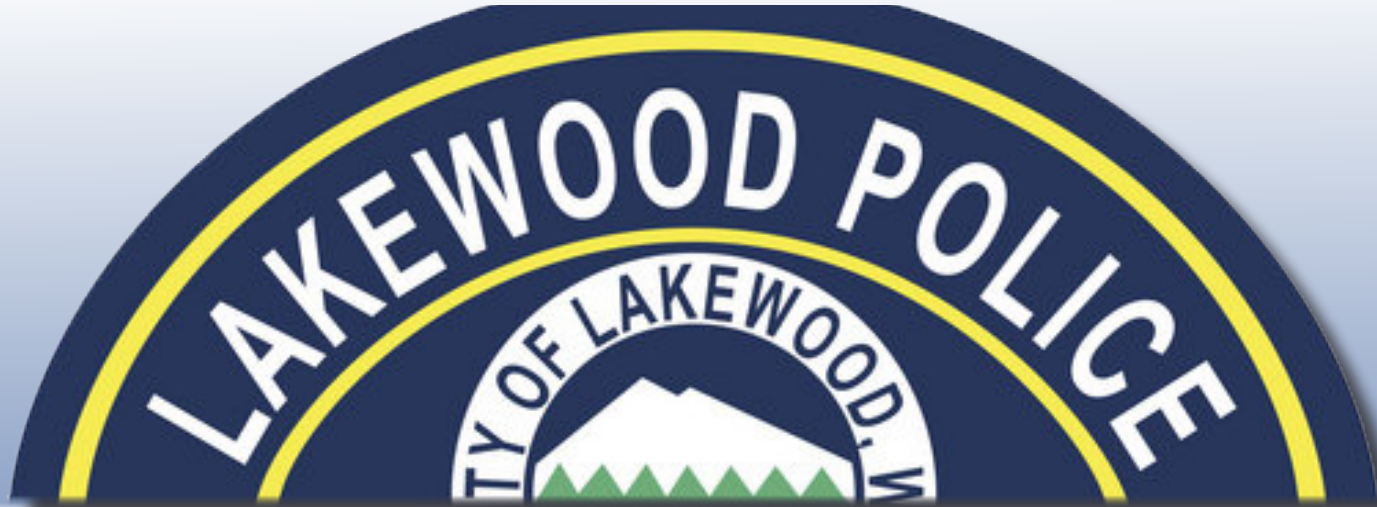
My sincerest thanks to the men and women of the Lakewood Police Department and the Lakewood community who supported us throughout the year. We're looking forward to more great things in 2019.



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## ABOUT LPD

Lakewood's 21st Century department staff consists of 100 commissioned police officers, three Community Service Officers, three Court Compliance Officers, two Animal Control Officers and eight civilian support staff. The Lakewood Police Department is one of the largest departments in the State of Washington. To successfully counter crime challenges, the Department operates a large array of programs and employs modern technology to expand its reach and efficiency.

Lakewood offers all of the services and opportunities of "big" departments while maintaining focus on employee development and commitment to citizens. The result is a department that is flexible and efficient and best able to meet the needs of Lakewood, a diverse community of nearly 60,000 people with all of the public safety challenges of larger, urban communities.

### Our Mission:

- Protect life and property
- Reduce crime
- Build better communities
- Respect and protect individual rights
- Enforce the laws of Lakewood and the State of Washington to achieve the greatest gains from limited resources.

### Our Core Values:

- Integrity
- Dedication
- Teamwork
- Courage
- Competence
- Respect



The first two "homes" of the Lakewood Police Department were the old Pierce County Sheriff's Office on 112th Street (top) and some rooms on the first and second floor of the Lakewood City Hall (bottom).





# NEW PROGRAMS

## Return of the Bike Patrol

During the spring and summer of 2018 the Lakewood Police Department resurrected its bicycle patrol. As a result there were a number of city events where officers patrolled the area on bike, allowing them better access and visibility, as well as a better chance to interact with Lakewood residents.

The bike patrol has been part of the agency’s regular patrol unit since the department’s inception in 2004, but the number of officers on bikes has waned over the years for various reasons. Recent interest in resuming the bike team resulted in officers completing training and incorporating bike riding into patrol routines in 2018. Assignment to the bike team is secondary to primary assignments, so ride time is limited to special events and as time permits.

Having officers on bikes is advantageous to reach areas patrol can’t otherwise reach by car or as quickly on foot. It also makes officers more approachable, strengthening connections with residents.

### Bike Patrol Highlights

- 19:** Calls for service originally dispatched to patrol
- 11:** Self-initiated calls for service
- 2:** Arrests
- 1,162:** Citizen contacts
- 580:** Miles pedaled
- 233:** Hours of saddle time

### Setting Records

**Most miles:**

Lt. Jeff Alwine, 90 miles

**Most hours:**

Officer Shawn Noble, 43.5 hours







## Making Community Connections

### Coffee with a Cop



New in 2018 the Lakewood Police Department held two opportunities for its officers and personnel to meet Lakewood residents and talk about what matters most to those who comprise our community.

The first event was part of a larger national “Coffee with a Cop” meet up, where police from around the country took time out to meet with residents at area coffee shops.

This inaugural event saw a great turn out, not only by members of the Lakewood Police Department, but also by residents who appreciated the chance to speak to officers about what was on their minds.

### Cocoa with a Cop

Following the success of the coffee meet up it was decided that a second event should be held, this time for Lakewood’s younger residents. So during the winter holiday break, Chief Zaro opened the doors of the Lakewood police station for children and families to join him and his officers for “Cocoa with a Cop”. The event saw nearly 300 people pass through the station. Children sipped on hot chocolate and ate cake pops provided by Starbucks. They also were given goodie bags with stickers and coloring books, had the chance to tour the station, climb in police vehicles and meet K9 Kira -- who was easily the most popular officer at the event.





# National Night Out

Each year the Lakewood Police Department participates in this national event focused on bringing communities and neighbors together and creating a positive relationship with law enforcement.





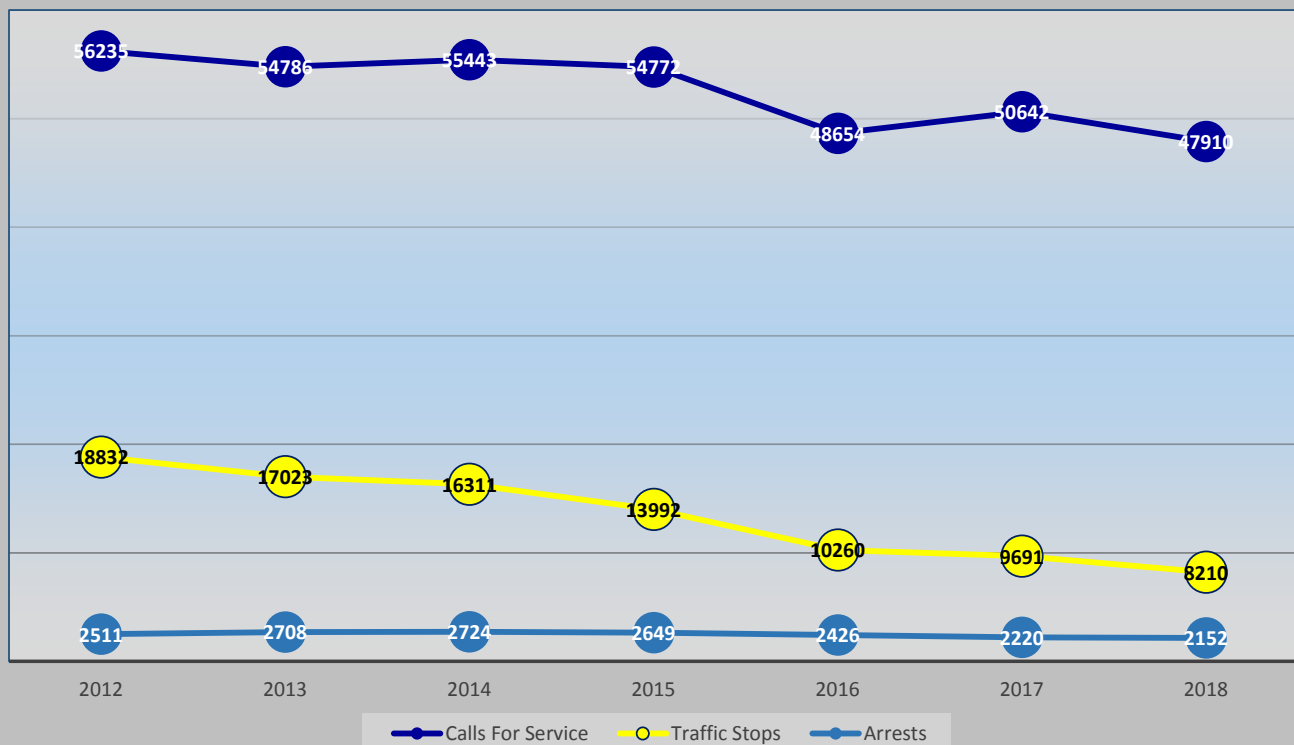


## PATROL OPERATIONS

The Patrol Division is the uniformed division of the Police Department. Uniformed police officers are responsible for responding to emergency calls, calls for service, conducting investigations, traffic enforcement, to proactively fight crime and to solve problems in the community.

The division is commanded by the Patrol Lieutenant, along with six patrol sergeants that lead the individual squads. The Patrol Division is authorized to have 48 sworn personnel. The six squads are made up of a sergeant and seven patrol officers. The squads are divided into two sides (Side A and Side B) with a day shift squad, a swing shift squad and a graveyard squad on each side.

**LE Calls For Service/Traffic Stops/Arrests 2012-2018**



\*Calls for service include dispatched and officer initiated activities. This number does not include formatted calls that were canceled prior to an officer being dispatched.



# PATROL OPERATIONS DIVISION



Lieutenant Jeff Alwine



Sergeant Mark Eakes



Sergeant Ralph Evans



Sergeant Brian Markert



Sergeant  
Andy Suver



Sergeant  
Jeff Paynter



Sergeant  
Charles Porsche





## PATROL SPECIALTY



Several units comprise the Lakewood Patrol Specialty Division and all coordinate to ensure public safety beyond patrol response.

Patrol Specialty includes the Neighborhood Patrol Officers, Community Safety Resource Team, Animal Control, SWAT, Marine Services, Evidence/Property, Civil Disturbance Team, K9, the Mental Health Behavioral Contact Team and the Traffic Unit.

The division is commanded by the Patrol Specialty Lieutenant, along with two sergeants that lead the two specialty units and the Evidence Supervisor who manages the Property Room. Part of the Patrol Specialty

Division includes the front desk at the police station, where people call and/or come in to file police reports, apply for domestic violence protection orders at a kiosk located in the lobby, and myriad other paperwork related to inquiries and tasks.

### **In 2018 the front desk took:**

- 12,652 phone calls
- 8,120 walk-ins
- 588 reports



# PATROL SPECIALTY DIVISION



Lieutenant  
Andrew Gildehaus



Sergeant  
John Fraser



Sergeant  
Jeff Carroll



Sergeant Ken Devaney



Evidence Supervisor  
Erica Meeks





## COMMUNITY ORIENTED POLICING



The Community Safety Resource Team (CSRT) consists of one sergeant, five Neighborhood Police Officers (NPOs), two Community Service Officers (CSOs) and two Code Enforcement Officers (CEOs).

Each member of the team is assigned to designated areas of the city where they work together to tackle not only full-blown neighborhood problems, but the root conditions that contribute to them.

This includes, but is not limited to, criminal activity, nuisance properties, dangerous buildings, and unlawful business practices. The team forms personal and lasting relationships with other city departments, community leaders, community members, regional resources and absentee property owners, to accomplish their mission.

### In 2018:

**731:** Code complaints received

**621:** Reports written

**350:** Citizen reports using MyLakewood311

**154:** Community meetings

### Code Enforcement highlights

#### Abatements:

- **4115 108th St SW:** Removed 55 junk vehicles and other auto debris.
- **Downtown Revitalization Zone:** Demolition and lot clearing on 6000 block of 99th St SW and two abandoned structures on Lake Grove Ave., resulting in significant decline in criminal activity.

#### Inspections:

- **Windsor Court Mobile Home Park and Jamestown Estates Mobile Home Park:** Identified and remedied electrical wiring hazards, raw sewage and unattended garbage and rotted decking and unsafe carports.
- **B&I Marketplace:** Issued temporary closure due to unsafe electrical systems, outdated fire suppression systems and structural integrity issues.

#### Homelessness/Panhandling:

- Worked with multiple property owners, including state DOT, to close unauthorized homeless camps, provide resources and clear property of garbage.
- **"Keep the Change":** Installed signs at various locations around the city and freeway off ramps to increase safety and reduce panhandling city-wide.





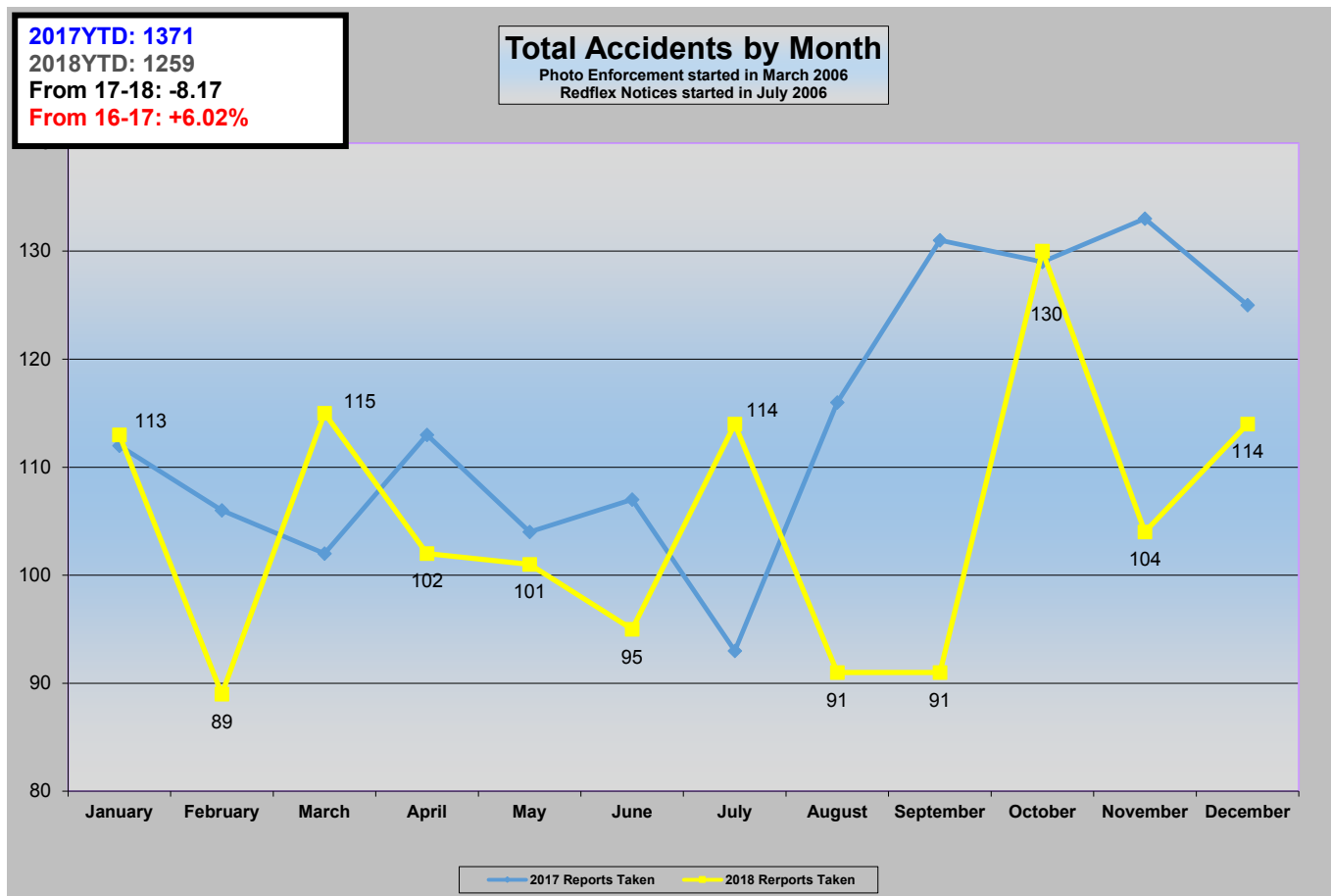
## TRAFFIC UNIT

The Lakewood PD Traffic Unit consists of one sergeant, five officers and one community service officer and is focused on increasing public safety on the roadways.

This goal is accomplished through enforcement, engineering and education.

The unit uses a variety of selective enforcement measures along with emphasis patrols in school zones and high traffic areas to make Lakewood roads safer. The unit also conducts emphasis patrols to crack down on impaired driving.

These officers also attend community events to reach younger drivers in an effort to instill safe driving habits.





# UNMANNED AIRCRAFT SYSTEM



In 2017 Lakewood police added unmanned aircraft system, or drones, to its toolbox to help with day-to-day business including traffic investigations, missing persons reports, locating fleeing suspects, conducting search warrants, assisting other agencies and more.

As part of the program requirement the department is open and transparent about its use of the unmanned aerial devices, posting monthly usage reports to the city website and sharing information with the public about how and when the devices are used.

2018 was the first full year the agency had its UAS program operational.

## LPD Drone Usage 2018

**10:** Training/maintenance/admin flights

**5:** LPD collision investigation flights

**2:** Agency assist flights

**2:** Metro SWAT search warrant flights

**2:** Flights related to patrol response

**2:** Filming missions

**2:** Incident management flights

Date	Location	Flight Time (Hours)	Number of Flights	Purpose
01-12-18	Puyallup	1.8	1	Agency Assist – Crime Scene Investigation
01-16-18	Pierce County	0.5	1	Incident Management – Public Event
01-17-18	Pierce County	0.5	1	Incident Management – Public Event
02-07-18	Dupont	0.2	1	Training - Demo
02-07-18	Lakewood	0.2	1	Collision Investigation
02-15-18	Lakewood	0.7	1	Maintenance
03-07-18	Lakewood	3.2	2	Pilot Training
04-09-18	Shelton	1.5	1	Filming Mission – PD EVOC Training
05-24-18	Lakewood	0.3	1	Attempting to Locate a Fleeing Suspect at a City Park
06-21-18	Lakewood	2.0	1	Collision Investigation
07-05-18	Lakewood	1.0	2	Maintenance
07-14-18	Lakewood	0.3	1	Filming Mission – Summerfest
07-29-18	Pierce County	1.0	1	Agency Assist – Collision Investigation
09-19-18	Lakewood	0.2	1	Collision Investigation
10-16-18	Lakewood	0.3	1	Search of Evidence – Open Field
10-16-18	Lakewood	1.1	1	Pilot Training
11-31-18	Lakewood	1.1	1	Pilot Training
11-14-18	Lakewood	0.5	1	Collision Investigation
11-15-18	Lakewood	0.7	1	Pilot Training
11-20-18	Pierce County	0.4	1	Search Warrant – Metro SWAT
12-04-18	Lakewood	0.4	1	Collision Investigation
12-05-18	Lakewood	0.8	1	Pilot Training
12-06-18	Bonney Lake	1.0	1	Search Warrant – Metro SWAT
	Total:	19.7 Hours	25 Flights	







## BEHAVIORAL HEALTH CONTACT TEAM

The Behavioral Health Contact Team is a collaborative effort with Greater Lakes Mental Health Care where a full-time police officer is teamed up with a mental health professional. The duo work with individuals experiencing mental health complications who regularly require police interventions. This team works to get people proper help and assistance instead of taking them to jail or sending them to overcrowded emergency rooms. Their work helps people with mental health issues get streamlined mental and medical care, along with finding housing and solutions to personal needs.

### In 2018:

- Responded to 465 separate episodes of care.
- Saw 228 new admissions to behavioral health resources.
- Readmitted 102 people to programs for further treatment.

### ANIMAL CONTROL

Animal Control is staffed by two full time officers who work with the communities of Lakewood, Steilacoom and DuPont. They work with citizens to promote responsible pet ownership, control pet disease and public safety through education, service and enforcement.

### By the numbers:

2,128 Service requests

112 Impounds

168 Tickets

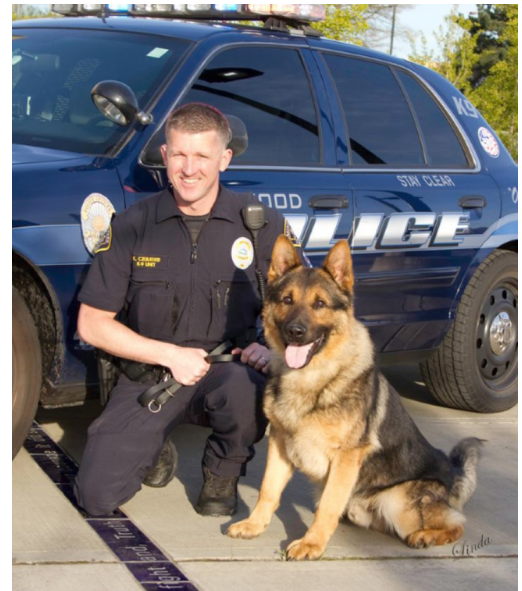
4 Potentially Dangerous Dogs





## K-9 Unit

The Lakewood Police Department's K9 Unit consists of three K9 teams. The Lakewood K9 unit is part of the Pierce County Metro K9 Team. We have K9 units trained specifically for patrol work and drug detection. The K9 patrol teams respond to calls for service county wide to assist in safely tracking wanted subjects, pursuing fleeing subjects, building searches and assist in evidence recovery. Our drug K9 assists in the detection and seizure of illegal drugs and contraband and is assigned to the Special Operations Unit.



### 2018 K9 Drug Team stats

Total search warrants: **32**

Agency assists: **6**

Guns seized: **4**

Cash seized: **\$114,000**

Drugs seized by  
pound: **30 pounds**  
(Methamphetamine,  
Cocaine and Heroin)

Pills seized: **279**





## PROPERTY/EVIDENCE ROOM

The Property/Evidence Room is an imperative part of the police department and consists of one Evidence Supervisor, one Evidence Technician and one Evidence Custodian.

They hold, preserve and document all of the evidence that is collected from crime scenes and took in 5,565 pieces of evidence in 2018.

They provide the evidence to courts when it is needed for trial. They also assist in finding the rightful owners of property that is recovered from solved crimes such as burglaries, car prowls, etc. and make sure it gets back to its rightful owners.

**5,565** pieces of evidence collected in 2018



## METRO SWAT

Lakewood PD was a member of the Metro SWAT team through 2018. At the end of 2018, the department left the Metro SWAT Team and in 2019 will form a Special Response Team (SRT). The department will contract with the Pierce County Sheriff's Department's SWAT team for special circumstances.

Total missions in 2018: 33

## MARINE SERVICES UNIT

The Marine Services Unit (MSU) provides services to the area lakes. The department maintains a large boat on American Lake, as well as a rigid inflatable boat on a trailer and two jet skis. The diversity in marine fleet allows officers to respond quickly to all the different sized lakes in the city.

Officers patrol and provide rescue/recovery services to numerous waterfront homes, businesses, beaches, marinas and parks that are used by thousands of visitors and residents alike all year long. They are also part of the Metro Dive Team.



**358:** Total officer on-water patrol hours

**225:** Total citations/warnings

**118:** Total written vessel inspections

**2:** Search and rescue/recovery cases

## METRO CIVIL DISTURBANCE TEAM

Lakewood PD is part of the Metro CDT that cooperates with several other cities within Pierce County.

The MCDT is trained to preserve the public peace, prevent crime, arrest offenders, protect life, protect property, and to protect the rights of citizens during mass demonstrations and civil disobedience in our cities.



# CRIMINAL INVESTIGATIONS UNIT

The Criminal Investigations Unit (CIU) is a plainclothes unit composed of one lieutenant, four sergeants, 11 permanent detectives and 11 rotational investigators. The five divisions of CIU are the Forensic Services Unit, Major Crimes Unit, Special Operations Unit, Special Assault Unit and the Property/Proac Unit.



Lieutenant  
Chris Westby



Sergeant  
David Crommes



Sergeant  
Rich Hall



Sergeant  
Peter Johnson



Sergeant  
Thom Stewart





## SPECIAL ASSAULT UNIT

The Special Assault Unit (SAU) consists of four detectives, an investigator and a supervising sergeant. The unit is tasked with the investigation of crimes of violence and neglect against children and elders, sex-related crimes, and domestic violence crimes. In addition, the unit investigates juvenile runaway cases and maintains oversight of Registered Sex Offenders living within the City of Lakewood.

Members of the unit work closely with Child Protective Services, the Pierce County Child Advocacy Center, Adult Protective Services, the Sexual Assault Center for Pierce County and the Pierce County Sheriff's Department Sex Offender Unit.

The unit also participates in the Internet Crimes Against Children (ICAC) Washington State Task Force which investigates cases of child pornography and sexual exploitation of minors.

### In 2018:

**465** Cases assigned

**330** Child Protective Services referrals

**287** Face-to-face sex offender residence verifications

**198** Adult Protective Services referrals

**4** Referrals from Internet Crimes Against Children Task Force





## MAJOR CRIMES UNIT

Major Crimes is one of five sections within the Criminal Investigations Unit. Homicide, suicide, suspicious or untimely death, missing persons, felony assault, arson, shootings, and felony threats are among the cases assigned to the Major Crimes Unit (MCU) for investigation.

The Major Crimes Unit is currently staffed with a sergeant, three commissioned detectives, and an investigator whose primary assignment is Western State Hospital.

All MCU members are also members of Pierce County's nationally certified Child Abduction Response Team (CART). CART is a multi-jurisdictional team trained in responding to missing and abducted children in Pierce County.

**310 cases assigned | 207 cases cleared**

### Cases of note

**Murder-Suicide:** On June 27, 2018 LPD responded to a welfare check in the 7200 block of 150TH St SW. A social worker called after the family's mother did not show up for a scheduled visit. Inside the home patrol officers found the bodies of mother and two infant daughters who were the victims of homicidal violence. The body of the father, who had committed suicide after killing his family, was also located inside the apartment.

**Homicide (justified self-defense) shooting:** Lakewood officers responded to a shooting on Aug. 4, 2018 in the Pine Ridge Apartments parking lot at 5622 Boston Ave SW. Patrol officers located a male who had been shot and was later pronounced deceased at Madigan Army Hospital. Officers also located and detained the shooter. An investigation revealed the shooter had been attacked and fired in self-defense.

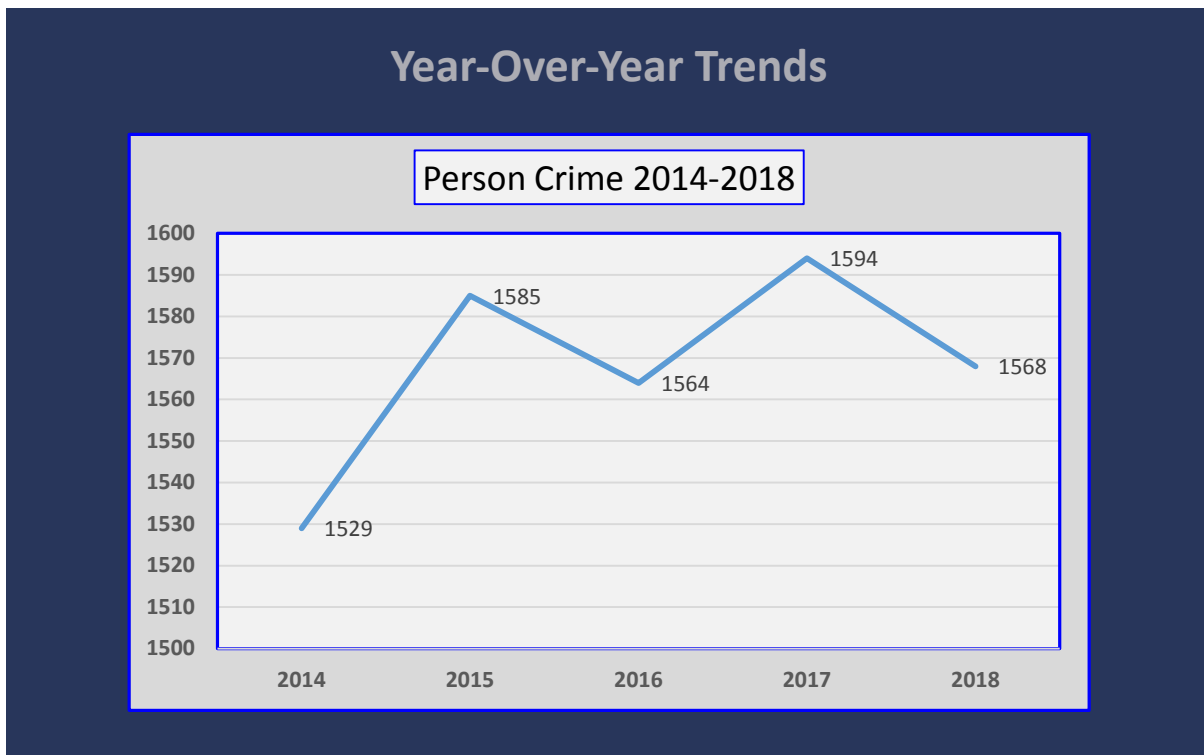
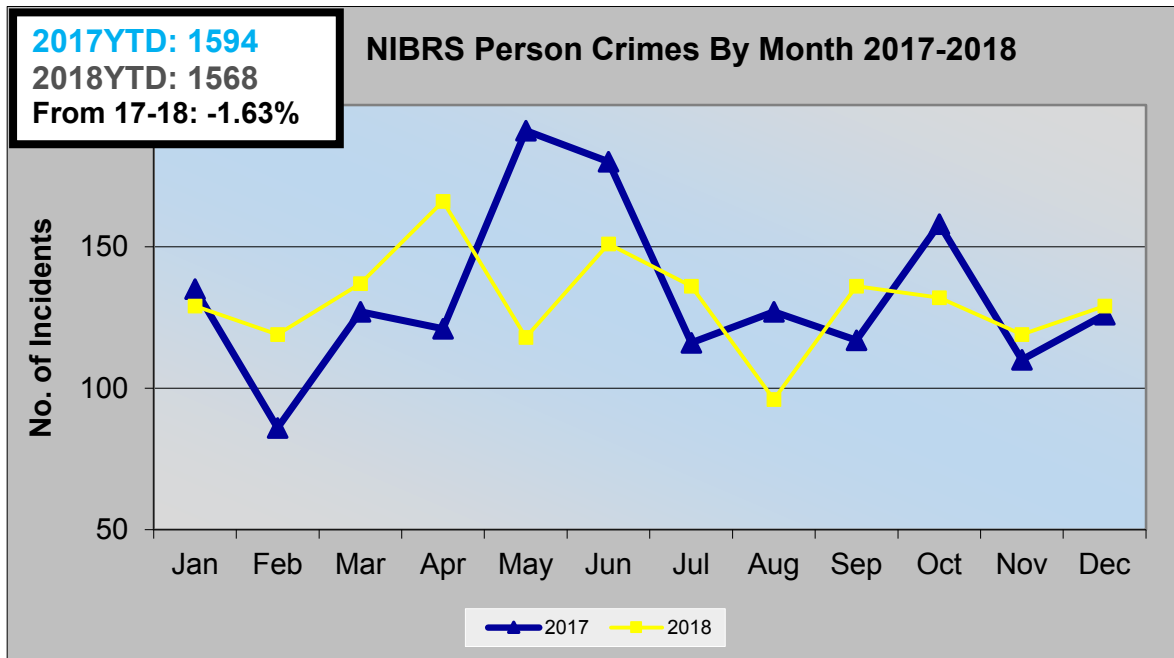
**Homicide/assault 1 shooting:** On Oct. 21, 2018 officers responded to a chaotic scene at the New World VIP Lounge. A fight that started inside spilled out into the parking lot where at least 30 shots were fired. One victim died at the scene and three more were injured. An extensive investigation was conducted by Major Crimes and Forensic Services with additional support from CRU and the State Patrol Crime Scene Response Team. Five of the six suspects have been caught, including one who fled to Hawaii, and a nationwide extraditable warrant was issued for the remaining lone suspect.

**Homicide/shooting:** On Oct. 24, 2018 officers responded to a shooting at 10021 Meadow Rd. SW. A male was found shot and later pronounced dead at the scene. Patrol officers located the shooter who originally reported the victim had shot himself. The shooter changed his story several times, but eventually admitted to shooting the victim.

**Homicide:** LPD investigated an assault that occurred at an adult family home business in Oakbrook on Oct. 27, 2018. The victim was transported to the hospital where he later died of his injuries. The suspect lived in the home with the victim. The investigation brought to light several challenges with the proliferation of adult family home businesses in Lakewood.



# Person Crimes



\*National Incident-Based Reporting System (NIBRS) is an incident-based reporting system used by law enforcement agencies in the United States for collecting and reporting data on crimes. Local, state and federal agencies generate NIBRS data from their records management systems.





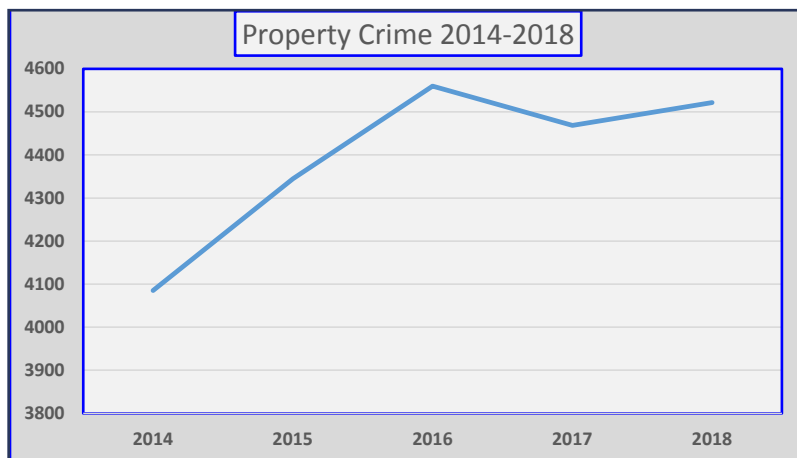
## PROPERTY CRIMES/ ROBBERY UNIT

The Lakewood Police Property Crimes/Robbery Unit investigates all crimes related to residential and commercial burglary, robbery, fraud, counterfeiting, possession and trafficking of stolen property, financial elder abuse and all theft investigations to include auto theft, vehicle prowls, ID theft, shoplifting and organized retail theft (ORT).

The unit consists of two detectives, three investigators and a sergeant.

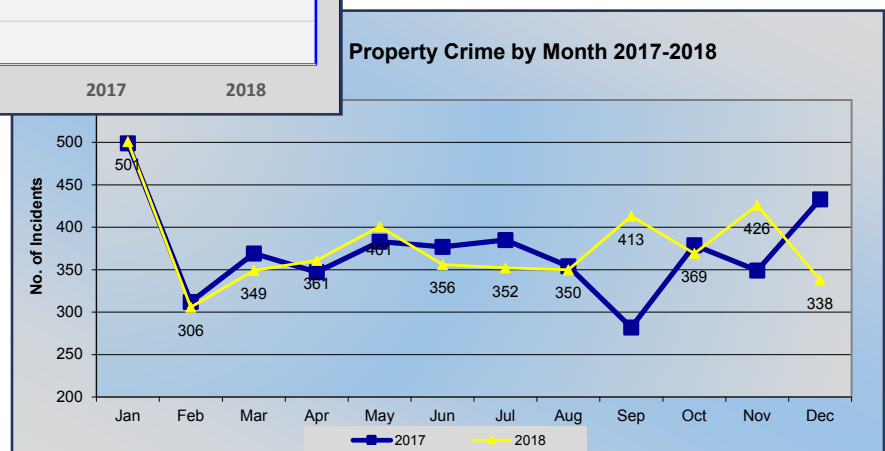
Lakewood currently partners with the Pierce County Auto Theft Task Force, the Tacoma Regional Fraud Group, the Pierce County Elder Abuse Project, the Washington State Retail Crime Association and the Pierce County Robbery Investigators Group.

The unit continuously deploys its bait program in varied forms and locations depending on theft trends utilizing GPS, remote camera and RF technology to track high value items owned by the city. Historically, the unit has a 100 percent success rate for capture and prosecution in these operations.



**2017 YTD: 4,469**  
**2018 YTD: 4,522**  
**YTD Change: 1.19%**

**312 cases assigned**  
**188 cases cleared**







## SPECIAL OPERATIONS UNIT

The role of the Special Operations Unit is to investigate narcotics, vice, gang, organized crime, and any other crimes assigned by the Police Chief. Special Operations utilizes traditional and non-traditional investigative techniques to investigate and solve these types of crimes. They also routinely support other investigative units with specialized tactics and investigative techniques.

One sergeant, two detectives and five investigators comprise the unit. Two detectives from this unit work on a part-time basis on the FBI's South Sound Violent Crime Task Force and the Innocence Lost Juvenile Trafficking Task Force.

### In 2018 the Special Operations Unit:

- Made 71 narcotics buys.
- Served 27 search warrants on residences and 26 search warrants on vehicles.
- Made 81 felony arrests.
- Made 44 misdemeanor arrests.
- Seized 30 firearms.
- Seized 1 1/4 pounds of methamphetamine, two handguns and \$2,400 from a suspect who lived adjacent to Pierce College. The suspect, a convicted felon, was arrested.
- Completed a long-term prostitution and human trafficking investigation into a massage parlor at Steilacoom Boulevard and South Tacoma Way. Suspects were arrested for a variety of charges. At the suspect's residence nine rifles, eight handguns and body armor were recovered.
- After receiving a tip, investigators uncovered a marijuana grow near the Clover Creek area of Ponders. A search warrant uncovered 529 plants and over 50 pounds (\$150,000 street value) in harvested marijuana.
- A narcotics search warrant uncovered a loaded handgun, more than 21 pounds of methamphetamine (\$100,000 street value), a pound of heroin (\$19,000 street value) and over \$61,000 in cash. Two subjects were taken into custody.



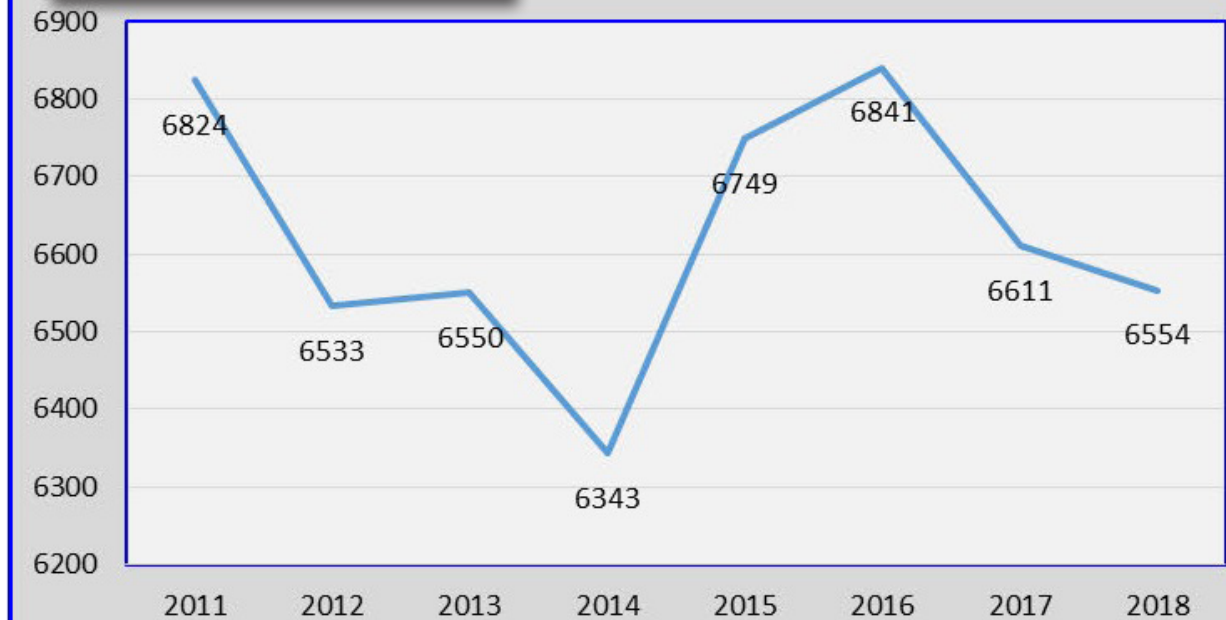
## Policing by the numbers

**2017 YTD: 6,611**

**2018 YTD: 6,554**

**Change: -0.86%**

Total Crime 2011-2018

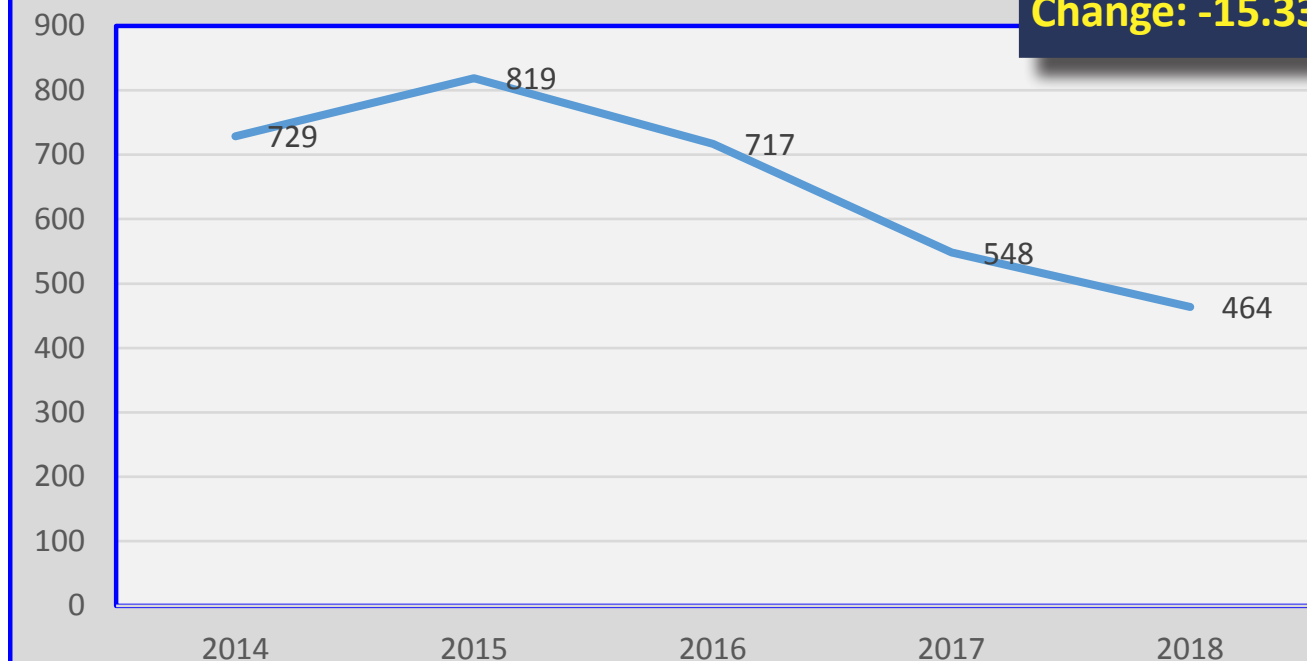


Society Crime 2014-2018

**2017 YTD: 548**

**2018 YTD: 464**

**Change: -15.33%**







## FORENSICS SERVICES

LPD Forensic Services is one of the five sections of the Criminal Investigation Unit (CIU) and supports CIU as well as the Patrol Unit and Specialty Unit in addition to serving as a resource to the Cooperative Cities Metro Crime Response Unit for major crime and officer-involved shooting investigations. Forensic Services' primary mission is Crime Scene Investigation, follow-up evidence processing, and coordination of outside lab work.

The Forensic Services Section (FSS) is currently staffed by commissioned personnel with specialized training and experience in Forensic Investigation. The FSS is managed by Forensic Services Manager Bryan Johnson.

### 2018 Highlights

- Forensic Services were requested on 235 "cases" with 228 cases completed by year end.
- There were 20 National Integrated Ballistic Information Network (NIBIN)/Integrated Ballistic Identification System (IBIS) leads in 2018 with a lead "hit" rate of 11.5 percent (through October 2018).
- The mobile ID fingerprint identification program is now fully implemented. This saves time on the identification of suspects and helping unidentified people receive proper medical and mental health services.
- Forensic services and the property room were invited to participate in a pilot program to test the legislative mandated system that tracks the handling of sexual assault exam kits statewide.
- The Forensics Services Manager was asked to do a detailed case review of an Outside Agency Death Investigation to review practices and procedures and give best practices recommendations, demonstrating that LPD's Forensic Services continues to be a highly respected regional resource.
- Forensic Services Manager invited to present at the Amtrak Police Investigators Conference
- The Forensic Services Manager helped develop the curriculum for the Criminal Justice Training Center Basic Homicide Investigation School, and was the instructor for the Crime Scene Management and Investigation block.
- Forensic Services staff presented to several community groups and exchange students touring the station.





## PROFESSIONAL STANDARDS

The Professional Standards Section consists of one lieutenant, one sergeant, one training officer and one administrative assistant. This division handles citizen complaints, conducts internal, hiring and background investigations and oversees training and department administrative functions. It also periodically evaluates the operation of the department for changes in policy, training and equipment and maintains the Department Manual of Standards.

Several programs utilized by the Professional Standards Section assist in creating administrative reports used in the evaluation of use of force, pursuits, collisions, awards and citizen praise. Two of these programs are Blue Team and IAPro.

Officers complete an internal administrative report for a use of force, firearms discharge, pursuit, or vehicle collision. The completed report is forwarded through the chain of command and reviewed to determine if the officer's actions were within policy. These reports are also periodically analyzed for trends and improvements in training and equipment.

Citizen praise and award recommendations are also processed using the same system. If a letter or email of praise is received for a member of the department, the letter can be scanned into a report and forwarded through the chain of command. Similarly, recommending someone for an award can also be done in this system.



Lieutenant  
Chris Lawler



Sergeant Jeremy Prater

### 2018 TRAINING HOURS

In 2018 officers participated in an average of 120 hours of in-service and additional training.



# 2018 USE OF FORCE

## Use of Force Reports 2014 - 2018

Year	2014	2015	2016	2017	2018	% Change from 2017
Total	107	89	87	86	86	No change

The threshold for a use of force report:

- Any use of physical strength, skill, or pain compliance techniques that result in a visible injury or complaint of injury.
- Any use of physical strikes.
- Any use of a less lethal weapon as described in Standard 1.3.4 (e.g. Taser, baton, pepper spray, etc.).
- Any discharge of a firearm—except during departmental training or off-duty recreation.
- Any time multiple officers are required to overcome resistance.

In 2018 there were 47,910 calls for service and 2,152 arrests.

### 2018 FIREARMS DISCHARGES

There were **seven** firearm discharge incidents in 2018:

Three involved dogs and four involved wildlife.





## 2018 INTERNAL INVESTIGATIONS

In 2018 the Professional Standards Section conducted 10 internal investigations.

### 2018 internal investigation breakdown

Between the 10 investigations in 2018 there were 20 allegations:

- Three of which were exonerated;
- Six were unfounded
- Five were sustained;
- One was not sustained; and
- Five remain open.

#### Definitions:

**Exonerated:** The incident did occur but the conduct or performance of the employee was found to be lawful and proper.

**Sustained:** The allegation is supported by sufficient evidence to justify a reasonable conclusion that the alleged misconduct occurred.

**Not Sustained:** There is insufficient evidence to either prove or disprove the allegation(s).

**Unfounded:** The investigation revealed that the incident or allegation(s) did not occur.

**Standards Failure:** The standards were followed, but resulted in undesired results. A finding of Standards Failure should result in a reassessment of the Standard by the Chain of Command Staff, with consideration given to changing the Standard or modifying or expanding training.





## 2018 OFFICER-INVOLVED COLLISIONS

A total 22 officer-involved collisions occurred in 2018 and none of them occurred while officers were responding at a high-speed to a call. This is the lowest number in the last four years.

Of the total collisions, 12 were classified as preventable, or incidents where an officer was at fault. Of those, eight occurred in parking lots or on private property; four occurred in the public right-of-way.

The remaining 10 collisions were non-preventable where the officer was not at fault.

### 2018 Total Collisions

22

### Prior Year Collisions

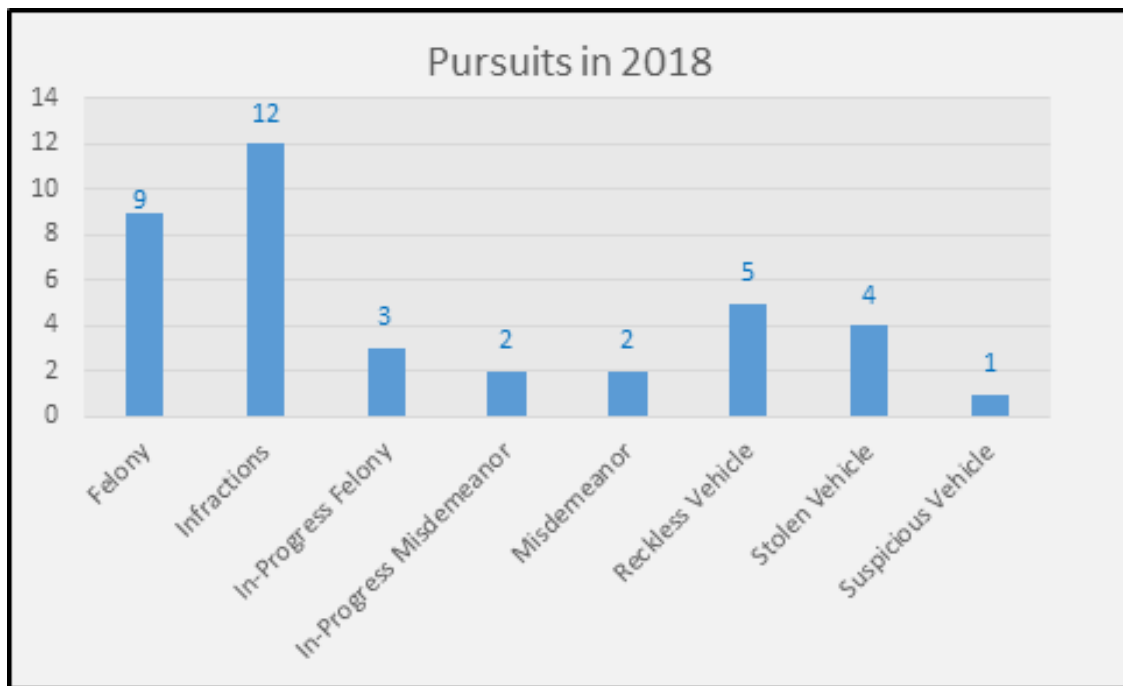
2015: 30

2016: 23

2017: 27

## PURSUIITS IN 2018

There were 38 pursuits in 2018, the same number as in 2017. Of these, 10 were terminated by LPD and nine stopped voluntarily.







## NEW HIRES AND RECOGNITION

In 2018 we welcomed 13 new employees and recognized 19 officers for their hard work.

### New Hires

Officer Brandon Smith	Officer Savannah Brown
Officer Daniel Pyon	Officer Travis Elisara
Officer Jamin Dobson	CCO Alex Lobzov
Officer Josh Beauchamp	CCO Derek Sloan
Officer Josh Northcutt	CEO Sean Dunn
Officer Matt Leitgeb	Evidence Custodian Ana Beard
Officer Melody Wright	



### Awards given out in 2018

Core Values: 1

Life saving: 5

Medal of Meritorious Service: 3

Police Chief's Commendation: 10





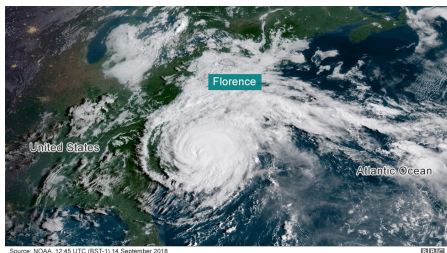
# EMERGENCY MANAGEMENT

The City of Lakewood's Emergency Management Department resides within the Police Department. The purpose of the EM Department is to lead and coordinate our four mission areas: mitigation, preparedness, response and recovery. The goal of this program is to minimize the impact of disasters and emergencies on the people, property, environment and economy.

- We accomplish this mission by:
  - Analyzing our threats and hazards,
  - Educating all of our constituents on how to prepare themselves for an emergency,
  - Developing, training and exercising emergency plans,
  - Developing partnerships with the whole community,
  - Activating our Emergency Operations Center to coordinate city operations,
  - And ensuring all of our employees are prepared to respond to work in order to provide a fast, effective, and coordinated response to large emergencies.

## 2018 highlights

2018 was another busy year for the Emergency Management Department. Assistant Chief John Unfred and Sgt.



Andy Suver, deployed to New Bern, North Carolina to help with the response to Hurricane Florence. Sgt. Suver deployed a second time to Florida for Hurricane Michael. Both of these deployments were part of the Emergency Management Assistance Compact (EMAC) that allows states to share resources during disasters.

We also continued training our internal staff and conducted a joint exercise with the City of Puyallup's Emergency Operations Center staff.

## Useful Websites:

- [www.Ready.Gov](http://www.Ready.Gov) – FEMA's emergency preparedness website
- [www.Emergency.CDC.Gov](http://www.Emergency.CDC.Gov) – Center for Disease Control and Prevention
- [www.Weather.Gov](http://www.Weather.Gov) – National Weather Service



# COMMUNITY & MEDIA RELATIONS

## Public Information Officer: Lieutenant Chris Lawler



The Public Information Officer (PIO) for the Lakewood Police Department is not a full time position. The PIO assignment is an additional duty to the Professional Standards Lieutenant.

The PIO works closely with the Chief of Police to disseminate information to the public and the media on behalf of the Lakewood Police Department. The PIO helps to educate the general public and media about the department's programs, projects, events and services.

The Lakewood Police Department uses Facebook and Twitter to communicate general information and emergency notifications to the public.

The Lakewood PD Facebook page has nearly 12,000 likes and follows and more than 4,500 Twitter followers.

- **Facebook:** [facebook.com/LakewoodPD/](https://facebook.com/LakewoodPD/)
- **Twitter:** [twitter.com/LakewoodPD](https://twitter.com/LakewoodPD)



## LAKEWOOD POLICE DEPARTMENT

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