



## LAKEWOOD CITY COUNCIL AGENDA

Monday March 20, 2023

7:00 P.M.

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

Residents can virtually attend City Council meetings by watching them live on the city's YouTube channel: <https://www.youtube.com/user/cityoflakewoodwa>

Those who do not have access to YouTube can participate via Zoom by either visiting <https://us02web.zoom.us/j/86872632373> or calling by telephone: Dial +1(253) 215- 8782 and enter participant ID: 868 7263 2373.

**Virtual Comments:** If you would like to provide virtual Public Comments or Testimony on Public Hearings during the meeting, you will need to join the Zoom meeting as an attendee by calling by telephone Dial +1(253) 215- 8782 and enter participant ID: 868 7263 2373 or visiting <https://us02web.zoom.us/j/86872632373>.

**By Phone:** For those participating by calling in by telephone (+1(253) 215- 8782 and enter participant ID: 868 7263 2373), to use the "Raise Hand" feature press \*9 on your phone, to be called upon by the Mayor during the Public Comments or Public Hearings portion of the agenda. Your name or the last three digits of your phone number will be called out when it is your turn to speak. When using your phone to call in you may need to press \*6 to unmute yourself. When you are unmuted please provide your name and city of residence. Each speaker will be allowed (3) three minutes to speak during the Public Comment and at each Public Hearing.

**By ZOOM:** For those using the ZOOM link (<https://us02web.zoom.us/j/86872632373>), upon entering the meeting, please enter your name or other chosen identifier. Use the "Raise Hand" feature to be called upon by the Mayor during the Public Comments or Public Hearings portion of the agenda. When you are unmuted please provide your name and city of residence. Each speaker will be allowed (3) three minutes to speak.

Outside of Public Comments and Public Hearings, all attendees on ZOOM will continue to have the ability to virtually raise your hand for the duration of the meeting. You will not be acknowledged and your microphone will remain muted except for when you are called upon.

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Page No.

### CALL TO ORDER

### ROLL CALL

### PLEDGE OF ALLEGIANCE

### SWEARING-IN CEREMONY

### PROCLAMATIONS AND PRESENTATIONS

- (5) 1. Proclamation recognizing March 29, 2023 as National Vietnam War Veterans Day. – *Mr. Bob Warfield*

*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.*

- (6) 2. Proclamation recognizing Scott McKay for his service and commitment to the City of Lakewood.

## PUBLIC COMMENTS

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

- (7) A. Approval of the minutes of the City Council study session of February 27, 2023.
- (11) B. Approval of the minutes of the City Council special meeting of February 28, 2023.
- (13) C. Approval of the minutes of the City Council special meeting of March 1, 2023.
- (15) D. Approval of the minutes of the City Council meeting of March 6, 2023.
- (20) E. Motion No. 2023-29
- Authorizing the execution of an agreement with BERK Consulting, in the amount of \$91,350, for a Statewide Military Spouse Employment Study.
- (32) F. Motion No. 2023-30
- Authorizing the execution of an agreement with Henderworks, Inc., in the amount of \$90,000, for the Diversity, Equity and Inclusion Strategic Plan Development.
- (64) G. Motion No. 2023-31
- Authorizing the execution of an agreement with Stowe Development & Strategies, in the amount of \$58,500, to conduct a Tax Increment Financing Analysis for the Downtown Subarea.
- (94) H. Motion No. 2023-32
- Approving an Intergovernmental Agreement with Town of Steilacoom for animal control services.

*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.*

(101) I. Motion No. 2023-33

Approving an Intergovernmental Agreement with the City of DuPont for animal control services.

(108) J. Motion No. 2023-34

Authorizing American Rescue Plan Act funding, in the amount of \$50,000, for Springbrook Connections office space and operational support in 2023.

(109) K. Motion No. 2023-35

Approving the execution of a collective bargaining agreement with the Lakewood Police Management Guild through December 31, 2027.

(150) L. Motion No. 2023-36

Appointing Darrin Lowry to serve on the Community Services Advisory Board through December 15, 2026.

## (153) M. Items filed in the Office of the City Clerk:

1. Lakewood's Promise Advisory Board meeting minutes of February 2, 2023.
2. Planning Commission meeting minutes of February 15, 2023.

## R E G U L A R   A G E N D A

### ORDINANCE

(159) Ordinance No. 781

Vacating that portion of 113th Street SW lying west of the westerly margin of Kendrick Street SW within the plat of Kendrick Addition.

(167) Ordinance No. 782

Amending Lakewood Municipal Code Chapter 9.06 related to the Use of Controlled Substances.

(173) Ordinance No. 783

Creating Lakewood Municipal Code Chapter 9.15 related to the Occupation of Public Property.

*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.*

(179) Ordinance No. 784

Authorizing the acquisition of real property under threat of condemnation or by condemnation for road purposes; authorizing payment thereof from the City's General Fund or from such other monies that the City may have available or attain for the acquisition; providing for severability; and establishing an effective date.

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**REPORTS BY THE CITY MANAGER**

(184) Review of Clover Creek Engineering Alternatives Evaluation Final Report.

**CITY COUNCIL COMMENTS**

**ADJOURNMENT**

*Persons requesting special accommodations or language interpreters should contact the City Clerk, 253-983-7705, as soon as possible in advance of the Council meeting so that an attempt to provide the special accommodations can be made.*



# CITY OF LAKEWOOD



## PROCLAMATION

**WHEREAS**, the Vietnam War was a long, costly and divisive conflict that pitted the communist government of North Vietnam against South Vietnam and its principal ally, the United States; and

**WHEREAS**, for almost two decades during the conflict, Americans raised their right hands and committed to serve and defend our Constitution as uniformed members of the United States Armed Forces during a time when opposition to the Vietnam War created a bitter division among Americans; and

**WHEREAS**, throughout the years of the Vietnam War, more than 3 million people were killed, including over 58,000 Americans, while 9 million Americans returned home with the title of United States Veteran. At the time of their return many of these veterans were not welcomed home or thanked for their service due to opposition to the war. That's why today and every day, we honor their bravery and commitment and give thanks to a generation of Americans who valiantly fought in service of their country; and

**WHEREAS**, the City of Lakewood honors all those who served in the Vietnam War and recognizes the continued impact the conflict has on so many veterans and their families, caregivers, and survivors; and

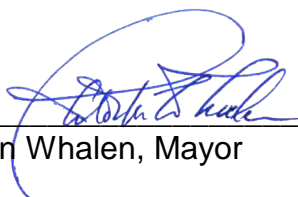
**WHEREAS**, in 2012, our nation launched a 13-year-long commemoration of the 50th anniversary of the Vietnam War to ensure that every veteran, family, caregiver, and survivor impacted by the war knows and experiences our gratitude for their sacrifice.

**NOW, THEREFORE**, the Lakewood City Council does hereby observe March 29, 2023 as

## NATIONAL VIETNAM WAR VETERANS DAY

and commemorates the hardships and sacrifices of those who served and their families who supported them before, during, and after the war.

PROCLAIMED this 20<sup>th</sup> day of March, 2023.

  
\_\_\_\_\_  
Jason Whalen, Mayor

# CITY OF LAKEWOOD



## PROCLAMATION

**WHEREAS**, Scott McKay is a longtime resident of the City of Lakewood; and

**WHEREAS**, in 2006, Scott began volunteering with the Lakewood Adopt-a-Street Program to help clean up litter and beautify the city by adopting three city streets; and

**WHEREAS**, Scott has donated hundreds of hours since then cleaning the city of trash, junk and debris – often separating and recycling the materials he finds; and

**WHEREAS**, he goes the extra mile when out in our community, returning abandoned shopping carts and even cleaning up areas along state-owned freeway entrances so that visitors to Lakewood have a great first impression of our community; and

**WHEREAS**, Scott volunteers his time in City parks by watering trees and plants and doing other jobs throughout the City – year round and in all kinds of weather; and

**WHEREAS**, in 2021, the City planted 32 oak trees in the community which were propagated from memorial trees that line the Boulevard of Remembrance to honor World War I veterans, and Scott spent the next two years watering and tending to them to ensure their survival; and

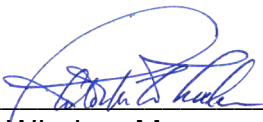
**WHEREAS**, Scott has demonstrated the civic values of service and commitment that make Lakewood such a strong community.

**NOW, THEREFORE**, the Lakewood City Council hereby recognizes

## SCOTT MCKAY

for his continued service and commitment to our community and for making a difference in the City of Lakewood and encourages all residents to consider ways they too can help make Lakewood a great place to live.

PROCLAIMED this 20<sup>th</sup> day of March, 2023.

  
\_\_\_\_\_  
Jason Whalen, Mayor



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

Monday, February 27, 2023

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

<https://www.youtube.com/user/cityoflakewoodwa>

Telephone via Zoom: +1(253) 215-8782

Participant ID: 868 7263 2373

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### **CALL TO ORDER**

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

### **ROLL CALL**

Councilmembers Present: 5 – Mayor Jason Whalen, Deputy Mayor Mary Moss (arrived at 7:04 p.m.), Councilmembers Mike Brandstetter, Don Anderson and Patti Belle.

Councilmembers Excused: 1 – Councilmember Paul Bocchi.

### **ITEMS FOR DISCUSSION:**

#### **United Way of Pierce County Presentation.**

Dona Ponepinto, President and CEO, United Way of Pierce County shared that in 2021 the organization celebrated its 100 year anniversary. She shared that in 2021 \$6 Million was invested in the community and overall \$350 Million has been invested in Pierce County over the last 100 years. She spoke about Asset Limited, Income Constrained, and Employed (ALICE) families and shared that 1 in 3 households struggle with poverty. She shared that South Sound 211 connected more than 80,000 individuals to resources last year and spoke about the impact of the Center for Strong Families. She highlighted partnership organizations, the Growing Resilience in Tacoma (GRIT) program and volunteer opportunities. Discussion ensued.

#### **Opioid Litigation Update.**

City Attorney Heidi Wachter shared that the city is a participating litigant in one case among many nationwide seeking recovery for damages associated with the opioid epidemic. The first allocation received by the City totaled \$80,000 and it is recommended that the funding be directed to offset costs associated with the Behavioral Health Contact Team. A second allocation agreement related to a settlement with Walgreens, Walmart, CVS and others will come forward for City Council approval on March 6<sup>th</sup>. Discussion ensued.

**Review naming process for Motor Avenue Plaza.**

Parks, Recreation and Community Services Director Dodsworth highlighted the history and recommended process for choosing a name for the plaza area at Motor Avenue. Discussion ensued and the City Council has directed that a community survey be conducted to gather feedback as to what to call the area. Options to consider on the survey will be Colonial Plaza, Unity Plaza, Theater Square and Motor Ave.

**Parks Capital Improvement Program Update - American Lake Park and Wards Lake Park.**

Parks, Recreation and Community Services Director Dodsworth was joined by Stacey Reding, Capital Projects Coordinator.

Dodsworth highlighted American Lake Park beach and parking lot improvements. She shared that the project is estimated to cost \$4.1 Million of which \$2.3 Million in funding has been secured. She shared that the design began in 2022, contract approval will come forward in September 2023 following by construction completion in October, 2024.

Dodsworth then highlighted the Wards Lake Park Phase 1 project final design which is currently in the permitting process. She shared that total project is estimated at \$3.9 Million of which \$2.4 Million of funding has been secured.

Reding then reviewed the Wards Lake Park Phase 2 design which includes new restrooms, shelters, trails, a BMX track, new neighborhood park, play areas and increased parking. She shared that phase 1 is currently in the permitting process, phase 2 design will be completed by November 2023, and construction of both phase will be completed from May 2024 through February 2025.

Dodsworth then shared that City Council approval of the contracts associated with the projects will come forward at the March 6<sup>th</sup> regular meeting. Discussion ensued.

**ITEMS TENTATIVELY SCHEDULED FOR THE MARCH 6, 2023 REGULAR CITY COUNCIL MEETING:**

1. Business Showcase. – *Bite Me Cookies, Deborah Tuggle*
2. Proclamation recognizing March as Women's History Month.
3. Proclamation recognizing March as American Red Cross Month.  
– *Larry Smith and Yvette Wilson, American Red Cross*
4. Youth Council Report.
5. Clover Park School District Report.
6. Authorizing the execution of an amendment to the purchase and sale agreement related to Wards Lake Park. – (Motion – Consent Agenda)

7. Authorizing the execution of an amendment to the agreement with Tangram Design, LLC, for parks way finding signs. – (Motion – Consent Agenda)
8. Authorizing the execution of an agreement with Public Restroom Company for the American Lake Park Access Improvements. – (Motion – Consent Agenda)
9. Authorizing the execution of an agreement with Stantec Consulting Services, Inc., for the military installation resiliency review project. – (Motion – Consent Agenda)
10. Authorizing the execution of an agreement with Matrix, for the military housing study project. – (Motion – Consent Agenda)
11. Approving the disposal through surplus of vehicle 42221, a boom truck formerly used to maintain the City of Lakewood's traffic signal system. – (Motion – Consent Agenda)
12. This is the date set for public hearing on the request to vacate 113<sup>th</sup> Street SW, west of Kendrick Street SW. – (Public Hearings and Appeals – Regular Agenda)
13. Update on Lakewood's Diversity, Equity, Inclusion and Belonging Strategic Plan Development. – (Reports by the City Manager)

## **REPORTS BY THE CITY MANAGER**

City Manager Caulfield shared the dates to visit Sister City, Gimhae City, Republic of Korea is now to leave on Wednesday, May 3 and arrive in Gimhae on Thursday, May 4 and arrive back in the U.S. on Monday, May 8 however there is an option to return on Sunday, May 7 if the city missing the closing ceremonies of the weekend event.

He shared the City has been recognized by Association of Washington Cities as a WellCity resulting in a 2% discount on all medical premiums in 2024.

He shared that in 2022 new construction totaled \$89.7 Million and as a follow-up to last week's City Council meeting, Springbrook Connections is a registered 501(c)(3) entity and is its own fiscal agent and has requested \$50,000 in American Rescue Plan Act funds to cover the cost for its lease of the Centerforce Building.

He then reported that KITE Realty is working to build a 350 housing unit and commercial space in the Town Center and he will be recommending to the City Council that the City undertakes a Tax Increment Financing (TIF) project analysis to consider whether the to create a TIF increment area in the downtown area and the city is reaching out to KITE Realty to learn more about one of their vacant spaces as a potential location for a Senior Activity center.

He shared that the City submitted the 2023 RAISE grant request totaling \$850,000 for the Lakewood Downtown Transportation Network and the City continues to work with federal delegation to have language incorporated into the National Defense Authorization Act (NDAA).

He then announced the following upcoming meetings and events:

- March 1, 12:00 P.M. to 1:00 P.M., Tacoma/Pierce County Habitat for Humanity Annual Changing Lives Luncheon, Hotel Murano
- March 3, 6:00 P.M., 1<sup>st</sup> Annual Dr. Claudia Thomas Community Service Award Gala, McGavick Conference Center
- March 18, 10:00 A.M. to noon, 29<sup>th</sup> Legislative District Town Hall with Senator Steve Conway and Representative Sharlett Mena, Local 31 Firefighter's Hall, 1109 S 50<sup>th</sup> St, Tacoma, WA 98408

### **CITY COUNCIL COMMENTS**

Councilmember Brandstetter shared that he attended the meeting with the Pierce County Library System Executive Director and Pierce County Councilmember Jani Hitchen regarding the Lakewood libraries. He shared that this week he will attend the South Sound Housing Affordability Partners (SSHA<sup>3</sup>P) meeting.

Councilmember Belle thanked those for their presentations this evening and shared she will attend the 1<sup>st</sup> Annual Dr. Claudia Thomas Community Service Gala.

Councilmember Anderson shared that he will be attending the Association of Defense Communities meeting and will be absent from the March 6<sup>th</sup> City Council meeting.

Deputy Mayor Moss shared that she attended the Asia Cultural Center New Year Celebration and looks forward to the 1<sup>st</sup> Annual Dr. Claudia Thomas Community Service Gala.

Mayor Whalen shared that the Rotary Wine and Beer Fest will be held on March 24<sup>th</sup> and he looks forward to the 1<sup>st</sup> Annual Dr. Claudia Thomas Community Service Gala.

### **ADJOURNMENT**

There being no further business, the meeting adjourned at 9:30 p.m.

ATTEST:

\_\_\_\_\_  
JASON WHALEN, MAYOR

\_\_\_\_\_  
BRIANA SCHUMACHER  
CITY CLERK



## **LAKEWOOD CITY COUNCIL SPECIAL MEETING MINUTES**

Tuesday, February 28, 2023

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

<https://www.youtube.com/user/cityoflakewoodwa>

Telephone via Zoom: +1(253) 215-8782

Participant ID: 868 7263 2373

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### **CALL TO ORDER**

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

### **ROLL CALL**

Councilmembers Present: 6 – Mayor Jason Whalen, Deputy Mayor Mary Moss, Councilmembers Mike Brandstetter, Don Anderson, Patti Belle and Paul Bocchi.

### **NEW BUSINESS**

#### **Interview candidates for City Council Position 6.**

City Council candidate Christina Manetti provided an introductory statement sharing her background and responded to four questions related to why she would like to serve on the City Council, her qualifications and top priorities for the City.

City Council candidate Mark Herr provided an introductory statement sharing his background and responded to four questions related to why he would like to serve on the City Council, his qualifications and top priorities for the City.

City Council candidate Tod Wolf provided an introductory statement sharing his background and responded to four questions related to why he would like to serve on the City Council, his qualifications and top priorities for the City.

City Council candidate Charles Ames provided an introductory statement sharing his background and responded to four questions related to why he would like to serve on the City Council, his qualifications and top priorities for the City.

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Mayor Whalen shared that the City Council will schedule a Special Meeting on March 13, 2023 to select a candidate for Position 6.

\*\*\*\*\*

Mayor Whalen announced that the City Council will recess into Executive Session for approximately 20 minutes pursuant to RCW 42.30.110(1) (g) to evaluate the qualifications of a candidate for appointment for elected office. The City Council is not expected to take action following the Executive Session other than to adjourn the meeting.

The City Council recessed at 7:02 p.m. At 7:19 p.m., Mayor Whalen announced that the Executive Session will be extended for an additional 20 minutes.

The City Council reconvened at 7:32 p.m.

**ADJOURNMENT**

There being no further business, the meeting adjourned at 7:32 p.m.

ATTEST:

\_\_\_\_\_  
JASON WHALEN, MAYOR

\_\_\_\_\_  
BRIANA SCHUMACHER  
CITY CLERK





## **LAKEWOOD CITY COUNCIL SPECIAL MEETING MINUTES**

Wednesday, March 1, 2023

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

<https://www.youtube.com/user/cityoflakewoodwa>

Telephone via Zoom: +1(253) 215-8782

Participant ID: 868 7263 2373

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### **CALL TO ORDER**

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

### **ROLL CALL**

Councilmembers Present: 6 – Mayor Jason Whalen, Deputy Mayor Mary Moss, Councilmembers Mike Brandstetter, Don Anderson, Patti Belle and Paul Bocchi.

### **NEW BUSINESS**

#### **Interview candidates for City Council Position 6.**

City Council candidate Shawn C. Hill provided an introductory statement sharing her background and responded to four questions related to why she would like to serve on the City Council, her qualifications and top priorities for the City.

City Council candidate Amanda Quintana provided an introductory statement sharing her background and responded to four questions related to why she would like to serve on the City Council, her qualifications and top priorities for the City.

City Council candidate Trestin Lauricella provided an introductory statement sharing his background and responded to four questions related to why he would like to serve on the City Council, his qualifications and top priorities for the City.

City Council candidate La'Reya Brown provided an introductory statement sharing her background and responded to four questions related to why she would like to serve on the City Council, her qualifications and top priorities for the City.

Mayor Whalen thanked the candidates for participating in the interviews this evening and shared that a Special Meeting will be scheduled for March 13, 2023 to select a candidate.

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Mayor Whalen announced that the City Council will recess into Executive Session for approximately 25 minutes pursuant to RCW 42.30.110(1) (g) to evaluate the qualifications of an applicant for public employment. The City Council is not expected to take action following the Executive Session other than to adjourn the meeting.

The City Council recessed at 6:37 p.m. At 7:05 p.m., Mayor Whalen announced that Executive Session will be extended for an additional 10 minutes.

The City Council reconvened at 7:18 p.m.

**ADJOURNMENT**

There being no further business, the meeting adjourned at 7:18 p.m.

ATTEST:

\_\_\_\_\_  
JASON WHALEN, MAYOR

\_\_\_\_\_  
BRIANA SCHUMACHER  
CITY CLERK



## **LAKEWOOD CITY COUNCIL MINUTES**

Monday, March 6, 2023

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

<https://www.youtube.com/user/cityoflakewoodwa>

Telephone via Zoom: +1(253) 215-8782

Participant ID: 868 7263 2373

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### **CALL TO ORDER**

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

### **ROLL CALL**

Councilmembers Present: 5 – Mayor Jason Whalen, Deputy Mayor Mary Moss, Councilmembers Mike Brandstetter, Patti Belle and Paul Bocchi.

Councilmembers Excused: 1 – Councilmember Don Anderson.

### **PLEDGE OF ALLEGIANCE**

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

### **PROCLAMATIONS AND PRESENTATIONS**

#### **Business Showcase.**

Mayor Whalen recognized Deborah Tuttle, Owner of Bite Me! Cookies as the March, 2023 Business Showcase and shared a video highlighting her work in the community.

#### **Proclamation recognizing March as Women's History month.**

COUNCILMEMBER BELLE PRESENTED A PROCLAMATION RECOGNIZING MARCH AS WOMEN'S HISTORY MONTH TO LINDA SMITH, PRESIDENT/CEO, LAKEWOOD CHAMBER OF COMMERCE.

#### **Proclamation recognizing March as American Red Cross month.**

MAYOR WHALEN PRESENTED A PROCLAMATION RECOGNIZING MARCH AS AMERICAN RED CROSS MONTH TO LARRY SMITH, AMERICAN RED CROSS.

#### **Youth Council Report.**

Youth Councilmember Brandon Elliott and Hank Jones introduced themselves. Jones shared that students met this evening and discussed how to enhance social media communications to promote activities and to engage with youth in the community. Jones shared that a round table on Climate Change will be held on March 9<sup>th</sup> at Harrison Preparatory School. Elliott shared that the Youth Council

continues to prepare for the Youth Summit to be held on June 10<sup>th</sup>, which now allows attendance by 7<sup>th</sup> and 8<sup>th</sup> graders and he thanked the City Council for their support and recommendation of him for a Presidential Scholarship from the University of Washington. Discussion ensued.

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

None.

### **PUBLIC COMMENTS**

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

Speaking before Council were:

*Dennis Haugen, Sioux Falls*, spoke about the impacts of inflation, open borders and deaths due to drug use.

### **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 13, 2023.
- B. Approval of the minutes of the City Council meeting February 21, 2023.
- C. Approval of claims vouchers, in the amount of \$6,318,227.85, for the period of January 21, 2023 through February 22, 2023.
- D. Approval of payroll checks, in the amount of \$2,844,931.26, for the period of January 16, 2023 through February 15, 2023.
- E. Motion No. 2023-21  
  
Authorizing the execution of an amendment to the agreement with Tangram Design, LLC for the park and reader board sign project.
- F. Motion No. 2023-22  
  
Authorizing the execution of an amendment to the purchase and sale agreement related to the Wards Lake Park property acquisition.
- G. Motion No. 2023-23  
  
Authorizing the execution of an amendment to the agreement with BCRA, in the amount of \$410,512, for the Wards Lake Park Improvement Project Phase 1 and Phase 2.

H. Motion No. 2023-24

Authorizing the execution of an agreement with Public Restroom Company, in the amount of \$648,780, for the American Lake Park restroom and site amenities expansion project.

I. Motion No. 2023-25

Authorizing the execution of an amendment to the agreement with Robert W. Droll Landscape Architect, in the amount of \$47,179, for the American Lake Park Access Improvement Project.

J. Motion No. 2023-26

Authorizing the execution of professional services agreements associated with the Office of Local Defense Community Cooperation grant.

K. Motion No. 2023-27

Approving the disposal through surplus of vehicle 42221, a boom truck formerly used to maintain the City of Lakewood's traffic signal system.

L. Motion No. 2023-28

Authorizing the execution of necessary agreements and forms related to the Washington Opioid Settlement.

## M. Items filed in the Office of the City Clerk:

1. Planning Commission meeting minutes of February 1, 2023.

COUNCILMEMBER BRANDSTETTER MOVED TO ADOPT THE CONSENT AGENDA. SECONDED BY DEPUTY MAYOR MOSS. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

## **R E G U L A R   A G E N D A**

### **PUBLIC HEARINGS AND APPEALS**

**This is the date set for a public hearing on the request to vacate 113<sup>th</sup> Street SW lying west of Kendrick Street SW.**

There being no testimony, the public hearing was declared closed at 7:41 p.m.

### **UNFINISHED BUSINESS**

None.

### **NEW BUSINESS**

None.

## REPORTS BY THE CITY MANAGER

### **Update on the Diversity, Equity, Inclusion and Belonging Strategic Plan Development.**

Communications Manager Brynn Grimley shared that it is recommended that the City Council authorize execution of an agreement with Henderworks Inc., to develop a Diversity, Equity and Inclusion (DEI) Strategic Plan. The agreement will come forward for City Council approval on March 20<sup>th</sup>. Discussion ensued.

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City Manager Caulfield shared that the dates to visit our Sister City, Gimhae City, Republic of Korea is now to depart on Wednesday, May 3<sup>th</sup> and return from Gimhae on Monday, May 8<sup>th</sup>.

He shared that the Pierce County Library System (PCLS) Board of Trustees will meet on March 8<sup>th</sup> to take action to approve a contract for an interim Lakewood Library at Gravelly Lake Drive and Alfaretta Street SW and to take action on whether to renovate or remove the existing Lakewood Library at Wildaire Road SW and Gravelly Lake Drive.

He shared that Living Access Support Alliance (LASA) received 15 letters of support for their 25-unit low income housing project and the Low Income Housing Institute (LIHI) has acquired the Candlewood Suites property for \$20 Million, the facility will be renamed Maureen Howard Place and will have 77 suites for about 85 people.

He then spoke about the Tacoma News Tribune Op-Ed regarding the impact of House Bill 1054 related to police pursuits and eluding and the data that was presented.

He then announced the following upcoming meetings and events:

- March 11, 4:30 P.M. to 5:30 P.M., 29<sup>th</sup> District Town Hall Meeting with Representative Melanie Morgan and Representative Sharlett Mena, Pacific Lutheran University in the Anderson University Center
- March 18, 11:30 A.M. to 12:30 P.M., 28<sup>th</sup> District In-Person Town Hall with Representative Mari Leavitt and Representative Dan Bronoske, Clover Park Technical College, Rotunda of Building 3
- March 18, 10:00 A.M. to 12:00 P.M., 29<sup>th</sup> Legislative District Town Hall, with Senator Steve Conway and Representative Sharlett Mena, Local 31 Firefighter's Hall

## CITY COUNCIL COMMENTS

Mayor Whalen requested that the City Council provide direction as to whether they would like to allocate American Rescue Plan Act (ARPA) funding for Springbrook Connections, in the amount of \$50,000 to cover the cost of their 2023 lease at the Centerforce Building and funding in support of the Dolly Parton Imagination Library. After discussion, the City Council is in support of both.

Discussion ensued about the history and status of the community center in the Tillicum and Woodbrook neighborhood.

\*\*\*\*\*

Councilmember Belle shared that she appreciated the Proclamation for Women's History month and she attended the Lakewood Multicultural Coalition (LMCC) Dr. Claudia Thomas Gala event.

Councilmember Brandstetter shared that last week he attended the South Sound Housing Affordability Partnership (SSHA<sup>3</sup>P) meeting.

Deputy Mayor Moss thanked those who supported and attended the Lakewood Multicultural Coalition (LMCC) Dr. Claudia Thomas Gala event. She requested that the City Council issue a proclamation in March recognizing the 50 year anniversary of the end of Vietnam War.

Mayor Whalen shared that he attended the Lakewood Multicultural Coalition (LMCC) Dr. Claudia Thomas Gala event and spoke about attending the University of Washington Scholarship presentation for Youth Councilmember Brandon Elliott and this week he will attend the Habitat for Humanity Luncheon in support of the Dr. Claudia Thomas House.

## **ADJOURNMENT**

There being no further business, the meeting adjourned at 8:50 p.m.

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JASON WHALEN, MAYOR

ATTEST:

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BRIANA SCHUMACHER  
CITY CLERK

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> March 20, 2023	<b>TITLE:</b> Approving a Professional Service Agreement Associated with the Office of Local Defense Community Cooperation (OLDCC) Grant	<b>TYPE OF ACTION:</b> — ORDINANCE NO. — RESOLUTION NO. <u>X</u> MOTION NO. 2023-29 — OTHER
<b>REVIEW:</b> March 20, 2023	<b>ATTACHMENTS:</b> Contract document with exhibits	

**SUBMITTED BY:** Maria Tobin, SSMCP Program Coordinator, through Bill Adamson, SSMCP Program Manager.

**RECOMMENDATION:** Approve a contract for professional services with BERK Consulting in the amount of \$91,350 for a Statewide Military Spouse Employment Study.

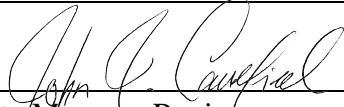
**DISCUSSION:** SSMCP has been awarded federal grant funding from the Office of Local Defense Community Cooperation (OLDCC). The total grant/project cost is: \$776,520. The 10% local match is: \$77,670 and will come from SSMCP staff (Program Director and Program Coordinator) salaries and benefits as an in-kind contribution. Council approved the local match and overall grant funding on January 17, 2023 by Motion 2023-09.

The grant covers three topics, a regional housing study, and a JBLM resiliency planning document, both approved by the Council on March 3, 2023. *This agenda bill covers the remaining contract, a detailed report on military spousal employment in Washington State.* The study would identify primary and secondary barriers to military spousal employment, compare and contrast employment policies, available funding, educational opportunities, and job placement resources across every major military installation in the Washington State, and compare those with other military installations elsewhere in United States.

This proposal was reviewed by the SSMCP Executive Leadership Team prior to City Council consideration.

**ALTERNATIVE(S):** Reduce project cost by eliminating some tasks.

**FISCAL IMPACT:** No additional impact beyond the already approved 10% local match accounted for by Motion 2023-09 on 17 January 2023.

Maria Tobin Prepared by	 City Manager Review
Dave Bugher Department Director	



**PROFESSIONAL SERVICES AGREEMENT  
FOR  
MILITARY SPOUSE EMPLOYMENT REVIEW**

This Professional Services Agreement ("Agreement"), made and entered into this \_\_\_\_ day of March 2023, by and between the City of Lakewood, a Washington municipal corporation ("City"), and Berk Consulting, ("Contractor"). The City and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

<b>BERK CONSULTING: 2200 6<sup>TH</sup> AVENUE #1000 SEATTLE, WA 98121 ATTN: PROJECT MANAGER, BRIAN MURPHY</b>	<b>CITY OF LAKEWOOD: 6000 MAIN STREET LAKEWOOD, WA 98499 ATTN: PROGRAM DIRECTOR, BILL ADAMSON</b>
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The Parties agree as follows:

- 1. TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than August 2024 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.
- 2. SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining any applicable City of Lakewood business license. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.
- 3. TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party 30 days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

#### **4. COMPENSATION.**

4.1 Amount. In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B", attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

#### **5. INDEMNIFICATION.**

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

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

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

5.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. **INSURANCE**. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

6.1. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

6.2. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to the Contractor's profession.

6.3. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

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

6.4 Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

6.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

6.6 Verification of Coverage. Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the

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

6.7 Notice of Cancellation. The Contractor shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

6.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

6.9 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

6.10 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

7. **WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

8. **BOOKS AND RECORDS.** The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

9. **INDEPENDENT CONTRACTOR.** The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to

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

**10. CONFLICT OF INTEREST.** It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

**11. EQUAL OPPORTUNITY EMPLOYER.** In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

**12. GENERAL PROVISIONS.**

12.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

12.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and

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

12.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

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

12.5 Contractor's Employees - Department of Retirement Systems (DRS) Retiree Return to Work Verification Process. The City's obligation to comply with DRS Retiree Return to Work Verification Process extends to Independent Contractors and Third Party Workers. Contractor and any subcontractors shall provide worker information to the City. The Contractor shall provide such requested information, and/or proof of subcontractor compliance with this section.

12.6 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative process.

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

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

[Signature page follows]

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


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

CITY OF LAKEWOOD

BERK CONSULTING

\_\_\_\_\_

John J. Caulfield, City Manager

\_\_\_\_\_

Brian Murphy, Project Manager

ATTEST:

\_\_\_\_\_

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Heidi Ann Wachter, City Attorney



## EXHIBIT “A”

### SERVICES

Provide a complete description of any services that the Contractor will render including any limitations or requirements, special methods, and any instructions on how to do the services, reports or track the services.

1. The Contractor shall do or provide the following:

#### **Task 1.0 Project Management**

The selected Contractor will, at a minimum: assist SSMCP staff with agenda items for regularly scheduled meetings; track and facilitate milestone meetings; and submit monthly schedule, budget, and project status reports. The selected Contractor will prepare a Project Management Plan (PMP) to include, at a minimum, the following elements:

- Scope
- Budget
- Schedule of tasks, meetings, milestones, delivery dates
- Regular (e.g., monthly) meetings and milestones
- Expectations of SSMCP and stakeholder committee input, (e.g., documents to be provided, coordination required, etc.)
- Team structure, including Subcontractors
- Team member contact information, including names and locations of key staff
- QA/QC plan

#### **Task 1.0 Develop project work plan and conduct kick-off Meetings**

- 1.1 Finalize the work plan, project schedule, and list of project stakeholders
- 1.2 With project stakeholders, define the project study area

- Task One – Deliverable 2: Project Team Meetings Schedule (at least 12)
- Task One – Deliverable 3: Progress reports (monthly and final) timeline
- Task One – Deliverable 4: Financial and other federal reports (4-6 copies)

#### **Task 2.0 Interview key stakeholders to gain their perspective on the effectiveness of existing military spousal employment programs, regulations, and resourcing across the State of Washington**

- 2.1 Develop a network diagram showing stakeholder roles and responsibilities, recommend other value-added organizations for the project stakeholder group
- 2.2 Assess the effectiveness of state-level military spouse employment policies
- 2.3 Evaluate military spouse employment programs by installation and branch component
- 2.4 Conduct state-wide surveys directed toward military spouses to accurately gauge both direct and indirect barriers to employment
- 2.5 Evaluate private, corporate, and businesses party creative solution options to support military spousal employment
- 2.6 Conduct state-wide military spouse workforce surveys to assess direct and indirect barriers to employment (basic needs, accessible childcare, housing availability, and JBLM mission readiness and operations tempo)
- 2.7 Recommend ways to integrate and improve the military spousal employment programs as part of this study.

#### **Task 3.0 Evaluate options for different locales to increase employment opportunities for active military spouses across the State.**

**Task 4.0      Evaluate shortfalls/gaps in policy and recommend ways to improve military spousal employment.**

**Task 5.0      Compare and contrast prior military spousal employment surveys**

- 5.1      Determine the differences between the two sets of findings and explain why they are different.
- 5.2      Determine the impact to Washington State of having conflicting findings. Recommend a way to rectify the perceived gaps in understanding the outcomes of prior surveys.

**Task 6.0      Project Final Report**

The Contractor shall handle the development of a final project report, including all the activities listed below:

- Outline for Draft Military Spousal Employment Review Final Report
- Draft Military Spousal Employment Review Report
- Present Draft Report to Technical Review Committee, Policy Committee, and Relevant Entities
- Incorporate installation feedback into the final report
- Complete Final Deliverables: Military Spousal Employment Review Report and Supporting Documents; High-level summary recommendations memo.
  - Deliverable 1: Proposed outline for the final report, including presentation and outline
  - Deliverable 2: Military Spousal Employment Review Report and Supporting Documents; Draft and Final
  - Deliverable 3: High-level recommendations memo including Installation Resilience project priority list; Draft and Final (5 copies)
  - Deliverable 4: Presentations on the final report (up to 3 copies)

The Contractor shall review and incorporate all input and feedback from SSMCP and the DoD OLDCC. All final documents will require approval for release from JBLM. The contractor will work with SSMCP to incorporate changes and feedback from the military installations and surrounding Counties. The final report will prioritize all projects from each of the installations into a single regional list.

## EXHIBIT “B”

### COMPENSATION

1. **Total Compensation:** In return for the Services, the City shall pay the Contractor an amount not to exceed \$91,350 and 00/100 Dollars (\$91,350.00).
2. **Method of Compensation:** The Contractor will submit monthly invoices to the Project Manager. The city will pay the Contractor on a monthly basis by electronic funds transfer for fees earned in prior monthly invoices, which the Parties anticipate being generally allocated as follows:

Task #	Task Description	Cost
Task 1	Project Kick Off & Management	\$ 12,560
Task 2	Research	\$ 47,175
Task 3	Recommendations and Report	\$ 31,200
	Project Expenses	\$ 415
Total Project Cost		\$ 91,350

## REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b>	<b>TITLE:</b> Approving agreement with Henderworks for the DEI Strategic Plan.	<b>TYPE OF ACTION:</b>
March 20, 2023		— ORDINANCE NO.
		— RESOLUTION NO.
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> Contract	<u>X</u> MOTION NO. 2023-30
March 6, 2023		— OTHER

**SUBMITTED BY:** Brynn Grimley, Communications Manager

**RECOMMENDATION:** It is recommended that the City Council authorize the City Manager to execute a contract with Henderworks, Inc., for the Diversity, Equity and Inclusion (DEI) Strategic Plan.

**DISCUSSION:** Lakewood is home to more than 63,000 residents and has one of the most culturally diverse populations in the state. The city celebrates its diversity and strives to serve all members of its population equitably.

This is done through the continued integration of understanding and awareness around diversity and equity in leadership and decision-making practices. In 2021 the Lakewood City Council adopted a statement on equity outlining how the city should govern itself.

The City Council also directed the development of an internal DEI Strategic Plan. This plan will outline how diversity, equity and inclusion actions will inform the city's growth strategy, its vision, mission and guiding principles and future operations.

The adopted 2023-24 Biennial Budget includes an appropriation totaling \$100,000 (\$50,000 per year) for contracted services to develop this plan, as well as engage in other DEI efforts like workforce development, increasing cultural awareness among city personnel, diversity training, community engagement and increased community stakeholder collaboration.

**ALTERNATIVE(S):** The City Council could choose not to approve this motion.

**FISCAL IMPACT:** \$90,000

Brynn Grimley

Prepared by

Department Director

*John P. Confial*  
City Manager Review

**PROFESSIONAL SERVICES AGREEMENT  
FOR**

City of Lakewood DEI Strategic Plan development

This Professional Services Agreement ("Agreement"), made and entered into this 7 day of March, 2023, by and between the City of Lakewood, a Washington municipal corporation ("City"), and Effenus Henderson, President & CEO, Henderworks, Inc. ("Contractor"). The City and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

Effenus Henderson, President & CEO 135 South 300th Place, Federal Way, WA 98003	:	<b>CITY OF LAKEWOOD:</b> 6000 Main Street SW, Lakewood, WA 98499
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The Parties agree as follows:

- 1. TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than Dec. 31, 2024 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.
- 2. SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining any applicable City of Lakewood business license. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.
- 3. TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party 30 days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.



#### 4. COMPENSATION.

4.1 Amount. In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B", attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

#### 5. INDEMNIFICATION.

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

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

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



5.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. **INSURANCE**. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

6.1. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

6.2. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to the Contractor's profession.

6.3. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

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

6.4 Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

6.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

6.6 Verification of Coverage. Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the



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

6.7 Notice of Cancellation. The Contractor shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

6.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

6.9 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

6.10 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

7. WORK PRODUCT. All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

8. BOOKS AND RECORDS. The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

9. INDEPENDENT CONTRACTOR. The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to



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

**10. CONFLICT OF INTEREST.** It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

**11. EQUAL OPPORTUNITY EMPLOYER.** In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

**12. GENERAL PROVISIONS.**

12.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

12.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and



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

12.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

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

12.5 Contractor's Employees - Department of Retirement Systems (DRS) Retiree Return to Work Verification Process. The City's obligation to comply with DRS Retiree Return to Work Verification Process extends to Independent Contractors and Third Party Workers. Contractor and any subcontractors shall provide worker information to the City. The Contractor shall provide such requested information, and/or proof of subcontractor compliance with this section.

12.6 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative process.



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

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

[Signature page follows]

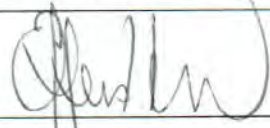
IN WITNESS, the Parties hereto have caused this agreement to be executed the day and year first above written.

Date: 3/7/2023

CITY OF LAKEWOOD

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

Effenus Henderson, President & CEO

\_\_\_\_\_  
  
\_\_\_\_\_  
3-7-23

ATTEST:

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

APPROVED AS TO FORM:

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

**IF NEEDED PICK APPROPRIATE NOTARY:**

**Corporate:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this 7 \_\_\_\_\_ day of March \_\_\_\_\_, 20<sup>23</sup>.

Notary's signature \_\_\_\_\_  
Notary's printed name \_\_\_\_\_  
Notary Public in and for the State of Washington.  
My commission expires \_\_\_\_\_

**Individual:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On this day personally appeared before me, \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this 7 \_\_\_\_\_ day of March \_\_\_\_\_, 20<sup>23</sup>.

Notary's signature \_\_\_\_\_  
Notary's printed name \_\_\_\_\_  
Notary Public in and for the State of Washington.  
My commission expires \_\_\_\_\_

## **EXHIBIT "A"**

### **SERVICES**

Provide a complete description of any services that the Contractor will render including any limitations or requirements, special methods, and any instructions on how to do the services, reports or track the services.

1. The Contractor shall do or provide the following:

See attached Scope of Work for outline of work to be performed.

## EXHIBIT "B"

### COMPENSATION

1. Total Compensation: In return for the Services, the City shall pay the Contractor an amount not to exceed 90,000 and 00/100 Dollars (n/a) and Washington State sales tax equal to n/a and 00/100 Dollars (\$ n/a) for a total amount not to exceed 90,000 and 00/100 Dollars (\$ n/a).

2. Method of Compensation:

The consultant will bill the City based on an agreed upon payment schedule (this may be billed after each major block of work is completed). The payment shall be due within 30 days of the date of invoice. See attachment A, Scope of Work, for estimated billing timeline.

# A Strategic DEI Change Framework Lakewood, Washington

HENDERWORKS SOW PROPOSAL – FINAL

EFFENUS HENDERSON



## City of Lakewood Washington Framework for Action Planning & SOW

### Background

Lakewood is home to nearly 60,000 residents and has one of the most culturally diverse populations in Washington. With lush parks, lakes, thriving businesses, and plenty of opportunities we are happy to call Lakewood home. It is the host community to Joint Base Lewis-McChord, the largest joint base on the West Coast and one of the largest in the U.S. Lakewood is strategically located along the I-5 corridor.

Incorporated in 1996, Lakewood is the second-largest city in Pierce County and the 18th-largest in the JBLM, Camp Murray and Tacoma. Lakewood also is a hub for activity at the Ports of Tacoma, Olympia, and Seattle.

#### City - Demographics:

White: 34,423 – 58%

Black: 7,182 – 12.1%

American Indian/Alaska Native 1,247 – 2.1%

Asian: 5,282 – 8.9%

Hawaiian/Pacific 1,840 – 3.1%

Other Race: 3,264 – 5.5%

Two or more: 6,113 – 10.3%

#### City - Gender Demographics

Male: 29,648

Female: 29,702

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#### Lakewood Vision

Lakewood is a thriving, urban, South Puget Sound City, possessing the core values of family, community, education, economic prosperity, and the equitable delivery of municipal services. We will advance these values by recognizing our past, taking action in the present, and pursuing a dynamic future.

#### The City Council's Vision for Lakewood at its 30 Year Anniversary is a community:

- Inspired by its own sense of history and progress.
- Known for its safe and attractive neighborhoods, vibrant downtown, active arts, and cultural communities.
- Sustained by robust economic growth and job creation.
- Recognized for the excellence of its public and private schools, and its community and technical colleges.
- Characterized by the beauty of its lakes, parks, and natural environment.
- Acknowledged for excellence in the delivery of municipal services.
- [That actively cultivates, embraces, and continually strives to create a more inclusive community with the equitable delivery of City services;](#) and
- Supportive of Joint Base Lewis McChord (JBLM), Camp Murray, service members and their families

– Lakewood City Council, Adopted June 21, 2021

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## Integration of Equity into its Leadership and Decision- making Practices

The City Council of Lakewood has adopted a [Statement on Equity](#) as part of the way the city should govern itself. Three fundamental focus areas were emphasized in Resolution No. 2021.05. They Include:

- Equity is essential to a healthy community
- Identify and eliminate systemic racism in its practices
- Lead by example in the advancement of equity and the deliberate practice of inclusion

*Equity involves addressing imbalances to affect positive outcomes – it's like watering a dry plant before a lush plant. It's about identifying disadvantages and prioritizing their reversal. It's about finding where resources can do the most good for the people that most need help.*

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## Specific Focus Areas:

**Representation:** Any government should act in the interest of its citizens. This requires full representation – the needs and demands of the entire community should influence decisions.

It is:

- Practiced by valuing diversity in hiring and processes to fairly consider job applicants.
- Practiced through inclusive communications.
- Practiced through outreach.
- Performed by conducting surveys, engaging with neighborhood groups, and finds other ways to collect opinions to inform decisions.

*These are examples of equity in practice: prioritizing the reversal of inequities and mitigating potentially harmful outcomes.*

**Infrastructure:** Equity is about serving the underserved or applying resources to the greatest effect. Transportation and infrastructure are great equalizers. Do residents in all areas of Lakewood have access to water, power, parks, transit, sewer, jobs, and other important community assets?

**Zoning:** Zoning and land use can have significant effects on outcomes. When neighborhoods become segregated or isolated, progress and economic activity can slow.

**Services:** The City offers a host of services for residents and communities in need. The city seeks input from residents, identifies problems, and delivers services to respond to those problems.

## The HENDERWORKS STATEMENT OF WORK (FINAL DRAFT)

The City of Lakewood has requested a SOW from Effenus Henderson, HenderWorks, to help examine and understand how diversity, equity, and inclusion actions should be enhanced to inform the city's growth strategy, its vision, mission, and guiding principles for how it should operate and manage its relationships in the future.

### DESCRIPTION OF SERVICES.

Henderworks (Consultant) proposes the following services to CITY OF LAKEWOOD (Client):

#### Step 1: Consultation and Planning with Client

**Approach:** Initial meetings with client to finalize the scope of the project, timelines and expected outcomes. This will include determining the liaison role and the extent of discussions with City of Lakewood leaders.

- A. Finalize Client liaison role with consultant
- B. Meet with City Manager and designated Liaison
- C. Review and finalize the Scope of Work and approach for the project

**Objective:** A succinct written scope of work including key deliverables, timetables, budget and accountabilities for the consultant and company resources and key terms and definitions to be used.

**Outcome:** Clarify expectations for all parties.

#### Step 2: Assessment of Leadership Readiness for DEI

##### A. Lakewood Government Leadership Assessment

**Approach:** Using the Henderworks Leadership Effectiveness Assessment tool, Consultant will conduct individual interviews with each member of the City of Lakewood Executive Leadership Team and Lakewood City Council F (number to be determined) to understand and assess their readiness for their role in establishing a diversity, equity, and inclusion strategy (behavior, competence, results) across city of Lakewood agencies.

**Objective:** This process will be used to gain a perspective on each member's view and understanding of diversity, equity, and inclusion, why (or why not) DEI is important for Lakewood. Leaders to engage at this time in conversations and discussions about their understanding of systemic impacts on diversity, personal leadership behavior, and the city Executive Leadership Team's commitment, role, and responsibilities for DEI.

**Outcomes:** The Executive Leadership Team will have baseline data for themselves as a group. They will strengthen their leadership effectiveness and ownership of DEI efforts, and they will have clear inclusive leadership competencies and behaviors to establish and sustain inclusive workplaces.

##### B. Initial meeting with the Lakewood Executive Leadership Team

**Approach:** In a 2-hour session, provide feedback to the ELT in the form of the collective data from the readiness assessment, and engage them in a discussion of the implications of the assessment for developing a DEI strategy for the city of Lakewood.

**Objective:** The Executive Leadership Team (has a clear understanding of their collective readiness on DEI.

**Outcome:** The ELT begins to identify what they need to move forward in developing a DEI strategy, and a beginning rationale as to why.

### C. Building Leadership Capacity in DEI

**Approach:** Education/coaching for the Executive Leadership Team, which will be delivered via:

- A series of two 2-hour sessions with take away assignments to prepare for the next session.

**Objective:** Incorporating the results of the Leadership Readiness Assessment, Henderworks Consultant will engage the ELT in working with the following capacity-building elements:

- Understand the basic foundation of DEI work—the “what” and the “why” diversity, equity, and inclusion (DEI) have become imperatives for companies
- Understand and gain agreement on basic concepts and definitions (diversity, equity, inclusion, belonging, racial equity, accessibility, inclusive behavior)
- Clarify leadership’s role in undertaking DEI work, and establishing an organizational framework for change
- Establish inclusive leadership competencies for senior leaders across government agencies in Lakewood.

**Outcome:** The ELT gains foundational leadership competencies, their role in, and the rationale behind organizational DEI work.

### D. Develop the DEI strategic context

**Approach:** Education/coaching for the Executive Leadership Team, which will be delivered via:

- A series of two 2-hour sessions with take away assignments to prepare for the next session.

We included the option of some individual coaching sessions of 1 hour each for those leaders that might want this kind of one-on-one development. Consultant will also help the development of an updated City of Lakewood Commitment Statement, suggest edits, and once final, help ELT to decide on a dissemination strategy.

**Objective:** Incorporating best practices, ISDI Consultants will engage the ELT in working with the following elements of DEI strategic context:

- Develop the elements of an organizational statement of commitment to DEI
- Develop the business case for DEI aligning to the business strategy
- Introduce the big picture of systemic change (i.e., approach to, organizational systems, policies & practices) using best practice tools

- Examine the potential for bias in human capital systems (recruitment, development, engagement, retention, etc.)
- Decide how best to shepherd the D&I work, such as a small cross-functional, multi-level working group (i.e., task force), and plan for writing its charter
- Share personal commitment statements (actions) that each leader will take on.

**Outcome:** The ELT gains both general elements and specific content for DEI strategy, including a basic understanding of the business case for the organization, the implications for leadership including competencies, the potential changes required to have inclusive human resource systems, and a clear statement of commitment to DEI by the city government.

### Step 3: Assessment and Integration

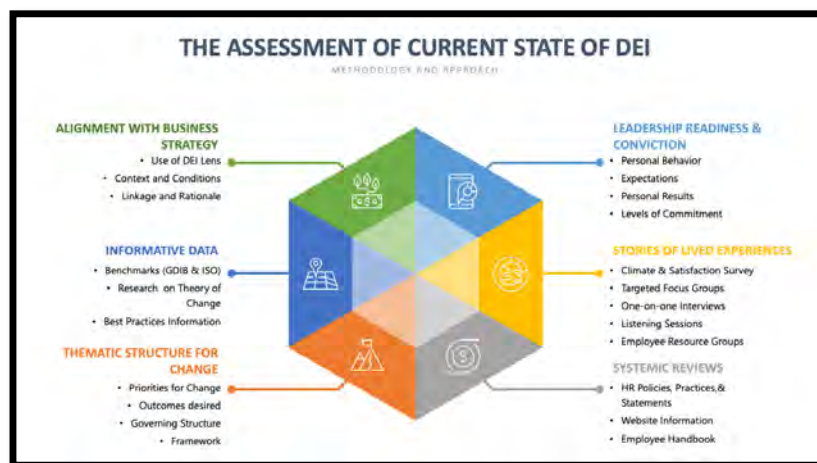
#### A. ASSESSING THE CURRENT STATE

**Approach:** Depending on what has already been done by the city of Lakewood government, an assessment of the current state (culture, lived experiences of employees and the systemic equity of policies, practices and program) should be undertaken. This normally includes conducting an employee survey to determine employee satisfaction with the culture at work, lived experiences, and a review of human resource policies using a DEI Lens.

**Process:** Areas of inquiry include:

1. Systemic reviews of HR policies and practices (Assess and advise in the review of City Government of Lakewood core documents, systems, and policies, and make recommendations for updates or creation of new ones).
2. Gather data and stories of the lived experiences of employees (surveys, focus group, interviews) that provide insights on the culture at work
3. Review against informative data (best practices, theory of change, benchmarks, etc.)
4. Develop a recommended thematic structure for the change framework (see model below)

The following graphic summarizes some of the areas covered in the assessment. This assessment helps to identify critical gaps and provides focus areas that should be considered priorities in the development of a longer-term change effort (the framework).



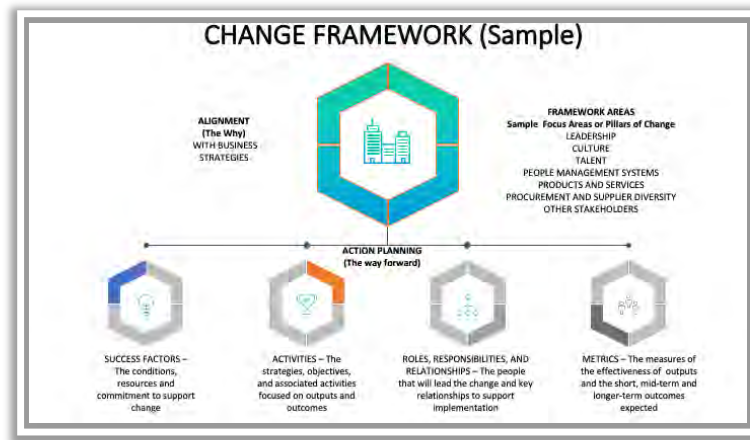
**Outcome:** A comprehensive equity, diversity, inclusion, and anti-racism analysis, including current culture, systems, organizational readiness, and staff competency.

The assessment will include an analysis and identification of existing strengths and gaps as well as an assessment of the “lived experiences of employees” based on survey data and follow-up focus group discussions and listening sessions.

## B. BUILDING A CHANGE FRAMEWORK

**Approach:** Based on a review of framework options, the Executive Leadership Team will understand options that will help to guide the development of DEI change for Lakewood Governmental agencies and relationships with other key stakeholders.

They will consider whether a model framework template should be used for creating a multi-year change agenda. Henderworks consultant will propose a model for use.



**Process:** The consultant will share several samples of change frameworks that could be used to structure a multi-year DEI effort. The commitment statements (organizational and personal) developed by the leaders will be foundational. Additionally, the working definitions will help to provide consistent messaging and communications regarding the efforts. The “why” will be revisited as well, to help establish the context and reinforce leadership commitment.

The Executive team will rely on an existing group or establish a working group (Advisory Council or Taskforce) to manage the framework development process. This group will use information from the assessment of the current state of DEI practices to identify gaps, opportunities, and action areas. The framework will include major pillar areas for developing action plans.

**Outcome:** A framework that includes a set of priority actions and growth opportunities for improvement for the City of Lakewood, as an employer and a community partner with suggested actions on how to operationalize those improvements.

These actions will align with and take into consideration commitments to equity and inclusion that may have already been drafted by city leader and the Lakewood Council.

**C. MEASUREMENT, REPORTING & MONITORING PROGRESS**

**Approach:** This working group and leadership establishes the measurement and reporting processes, reporting protocols, and monitoring guidelines. It assures that accountability is established. The Advisory Council, or taskforce, will provide recommendations for measuring and reporting progress to the Executive team (and possibly the Lakewood City Council) and external stakeholders.

**Process:** This process involves establishing a process for monitoring and measuring progress on the achievement of the outcomes that have been established.

1. Establishing regular schedule for measuring and reporting progress on DEI objectives and action pillars over a 2- to 3-year period and beyond
2. Incorporating DEI items into an annual engagement survey where appropriate
3. Building accountability into performance management plans and compensation decision-making
4. Ensuring a consistent and regular reporting and monitoring process is established for sharing information on progress in achieving desired outcomes

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**Performance of Services**

The Consultant and Client shall jointly determine the manner in which the Services are to be performed and the specific hours to be worked by consultant. Client will rely on consultant to work as many hours as may be reasonably necessary to fulfill Consultant’s obligations under this Agreement.

**Key Deliverables:**

***A final report (Strategic Plan document) that includes:***

- Outline of methodology and the engagement process.
- Analysis and assessment of strengths and gaps in the current system, processes, policies, services
- Best practices used by others that show evidence of success.
- Recommendations and key measurements for accountability.
- Recommended tools to support the plan and incorporate into operations and services. such as an equity, inclusion, and anti-racism lens for evaluating policies, etc.
- Professional development and training plan and priorities to increase staff and leadership DEI competencies, skills, and capacity.
- Recommended accountability milestones, and measures to evaluate and monitor progress, success, and impact, and to communicate to stakeholders.
- Presentation of the report and recommendations to Executive Leadership Team.

### consultant Billable Rates:

Henderworks consultant services will be billed at based on project phases, and consultant will be available on an as needed basis for coaching and consulting in the areas identified.

1. **PAYMENT.** The consultant will bill the Client based on an agreed upon payment schedule (this may be billed after each major block of work is completed). The payment shall be due within 30 days of the date of invoice.
2. **EXPENSE REIMBURSEMENT.** consultant shall be entitled to reimbursement from Client for reasonable "out-of-pocket" expenses: travel expenses and travel-related meals and lodging.
3. **SUPPORT SERVICES.** Client will provide the following support services for the benefit of consultant: Provide all documents and information necessary to complete the services and training programs.
4. **TERM/TERMINATION.** This Agreement shall terminate automatically upon completion by consultant of the Services required by this Agreement.
5. **RELATIONSHIP OF PARTIES.** It is understood by the parties that consultant is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of consultant.
6. **DISCLOSURE.** consultant is required to disclose any outside activities or interests that conflict or may conflict with the best interests of Client. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to other consulting relationships that may conflict with this Agreement.
7. **EMPLOYEES.** Consultant's employees or associates, if any, who perform services for Client under this Agreement, shall also be bound by the provisions of this Agreement.
8. **CONFIDENTIALITY.** Client recognizes that consultant has and will have the following information:

*Human resources, diversity, and EEO data; financial information; personal information; future plans; and other proprietary information (collectively, "Information") which are valuable, special, and unique assets of Client and need to be protected from improper disclosure. In consideration for the disclosure of the Information, consultant agrees that consultant will not at any time or in any manner, either directly or indirectly, use any Information for Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of Client. consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.*

9. **CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.
10. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, by email or deposited in the United States mail, postage prepaid, addressed as follows:

### HENDERWORKS consultant:

Effenus Henderson, President & CEO  
Henderworks, Inc.  
135 South 300<sup>th</sup> Place  
Federal Way, WA 98003  
253-229-3691  
Effenus.henderson@henderworks.com



### Declaration

**Company Name:** HENDERWORKS, INC.

**Authorized Representative:** EFFENUS HENDERSON

**Title:** PRESIDENT AND CEO

**Address:** 135 S. 300<sup>TH</sup> PLACE, FEDERAL WAY, WA 98003

**Phone Number:** 253-229-3691

**Email Address:** EFFENUS.HENDERSON@HENDERWORKS.COM

**Website Address:** [WWW.HENDERWORKS.COM](http://WWW.HENDERWORKS.COM)

The undersigned proposer declares to have read and fully understand the request for qualifications and agrees to all of the terms, conditions, and provisions contained therein; and proposes and agrees that if this proposal as submitted is accepted, consultant will contract to perform in accordance with the specifications and proposals.

Any proposed pricing and fees include and cover materials, labor, supervision, overhead, profit, and taxes to complete the job to the organization's satisfaction.

**Signature of Authorized Representative**

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EFFENUS HENDERSON

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Date

## Effenus Henderson, SPHR



Effenus Henderson is President and CEO of HenderWorks, Inc. ([www.henderworks.com](http://www.henderworks.com)) and President / Co-Founder of Institute for Sustainable Diversity and Inclusion ([www.i4sdi.org](http://www.i4sdi.org)). He served as Chief Diversity Officer for Weyerhaeuser Company, Federal Way, Washington until his retirement in December 2013. He is an internationally recognized diversity thought leader and has been invited by numerous companies and organizations to share his expertise. He has provided advisory support on diversity to the United Nations, US Federal Government's EPA office, Office of Personnel Management, US Forest Service, State Department, and the USDA. As President and Co-Founder of ISDI, he helps provide diversity and inclusion training sessions to Northwest Corporations including Nordstrom, Boeing, Alaska Airlines, Port of Seattle, T-Mobile, Weyerhaeuser, Starbucks, Amazon, SAP-Concur, and others.

He has addressed members of the General Assembly of the United Nations on intercultural and interreligious diversity and addressed a high-level panel of the Alliance of Civilizations in Madrid, Spain in 2008, Istanbul Turkey in 2009, Rio de Janeiro, Brazil in 2010 and Doha, Qatar in 2011. He was a keynote speaker at the 9th and 10th Forum at Fez Morocco (2012, 2013) and at the 2nd World Forum on Intercultural Dialogue held in Baku, Azerbaijan (2013). He currently serves as a member of the Advisory Board of the Global Dialogue Foundation, located in Melbourne, Australia.

He is a member of the United States Technical Committee 260 (human resource standards) for the International Organization for Standardization (ISO) and convener for the development of global diversity and inclusion standards. His background includes development of diversity and inclusion change agendas, formation and oversight of employee resource groups, and training and skill building workshops and speaking engagements in over 18 foreign countries.

He was named one of the top diversity officers in corporate America by Diversity Best Practices / Working Mother Media and received its first Diversity Officer Leadership Award in 2007. He was among the finalists for the second annual global ORC Peter C. Robertson Award for Equality and Diversity Champions. He was one of 100 Global Diversity Thought Leaders invited by the president of the Society of Human Resource Management to a special forum in April 2008 to provide a perspective on the future of global diversity and inclusion. He was named to Savoy magazine's 2010 list of the Top 100 Most Influential Blacks in Corporate America. He was the 2010 recipient of the National Urban League's Collins Award for distinctive service and commitment awarded at the National Urban League's Whitney M. Young, Jr. Awards Gala in Washington, DC in July 2010. In May of 2011, he was named by Black Enterprise Magazine as one of the "Top Executives in Diversity" for his outstanding business achievements. The World HRD Congress in Mumbai, India honored him for "Outstanding Leadership in Human Resource Management" in 2014. In June 2017 he was honored, along with Barbara Deane, with the Innovation and Inclusion Award in the Non-Profit Sector by the Society for Diversity, Inc. In 2018, he has been admitted to the prestigious Forbes Coaches Council.

He has served on numerous boards including the International Society of Diversity and Inclusion Professionals (ISDIP) where he is a member of the founding board, the National Urban League Board where he has served as a national trustee and president of the Council of Affiliate Board Members. He is also a past chair of the Attrition Retention Consortium, a national group studying turnover trends in Corporate America. He is also former member of the Board of Advisors, School Business, Florida A&M University. He is also a former school board member for the Federal Way, Washington School System.

He is a graduate of North Carolina Central University and the Stanford University Executive Program. He is a 1967 graduate of Carver High School in Mount Olive, North Carolina. He is married to Helen Skinner Henderson, and they have three sons, Kevin Effenus (Latonda), Justin Keith (Kristen), and Marcus Edward (Keturah). They are the proud grandparents of six grandchildren – Hamilton, Johnathan, Ryan, Mila, Justyn Kai, and Miles.

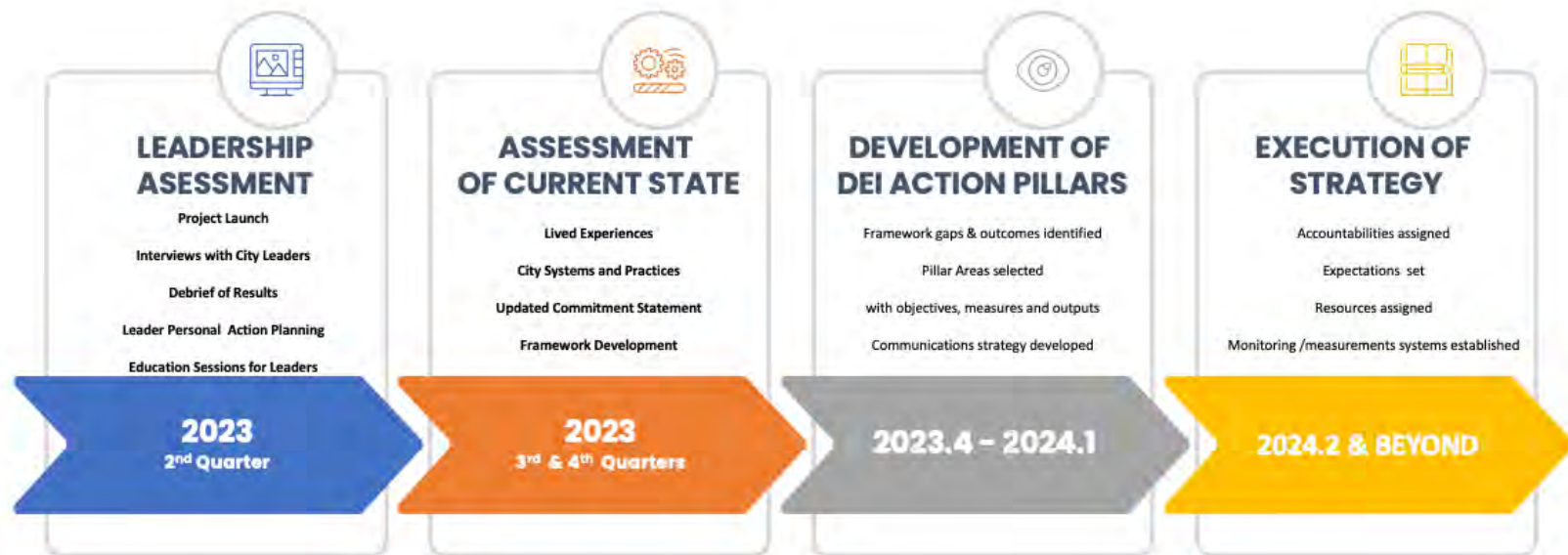
**Preliminary Budget for Statement of Work (DRAFT)**  
**Final Working Draft**  
**February 1, 2023**

<b>Preliminary Budget</b>		
	<b>Timing</b>	<b>Budget</b>
<b>Step 1 – Consultation &amp; Planning with consultant</b>	By end February	5,000
A. Finalize Client liaison role with consultant		
B. Agree and finalize Scope of Work		
<b>Step 2 –Leadership Readiness for DEI*</b>	1 <sup>st</sup> /2 <sup>nd</sup> quarter	40,000
A. Leadership Assessment (# 12 People)		
B. Strategic Context for Change		
C. Commitment and Action Planning		
<b>Step 3 – Assessment &amp; Integration</b>	3 <sup>rd</sup> /4 <sup>th</sup> quarter	40,000
A. Organizational Assessment		
B. Framework & Action Planning		
C. Measurement and Reporting		
<b>Check-In and client meetings</b>	<b>(tbd)</b>	5,000
<b>Total Estimated Costs</b>		90,000

\* Depends on the number of leaders interviewed.

# CITY OF LAKEWOOD DEI PROJECT TIMELINE

HENDERWORKS  
High Level Timeframe



# CITY OF LAKEWOOD DEI CHANGE PROJECT


## HENDERWORKS PROJECT OVERVIEW


### KEY COMPONENTS AND TIMEFRAME



The City of Lakewood has requested a SOW from Effenus Henderson, HenderWorks, to help examine and understand how diversity, equity, and inclusion actions should be enhanced to inform the city's growth strategy, its vision, mission, and guiding principles for how it should operate and manage its relationships in the future.

#### DESCRIPTION OF SERVICES.

Henderworks (Consultant) proposes the following services to CITY OF LAKEWOOD (Client):



PHASE STEPS / DESCRIPTION	2nd QUARTER 2023	3rd QUARTER 2023	4th QUARTER 2023	1 <sup>st</sup> QUARTER 2024
<p><b>Step 1: Consultation and Planning with Client</b></p> <p><b>Approach:</b> Initial meetings with client to finalize the scope of the project, timelines and expected outcomes. This will include determining the liaison role and the extent of discussions with City of Lakewood leaders.</p> <p>A. Finalize Client liaison role with consultant B. Meet with City Manager and designated Liaison C. Review and finalize the Scope of Work and approach for the project</p> <p><b>Objective:</b> A succinct written scope of work including key deliverables, timetables, budget and accountabilities for the consultant and company resources and key terms and definitions to be used.</p> <p><b>Outcome:</b> Clarify expectations for all parties.</p>	<p>By April 30</p> 			

PHASE STEPS / DESCRIPTION	2nd QUARTER 2023	3rd QUARTER 2023	4th QUARTER 2023	1 <sup>st</sup> QUARTER 2024
<p><b>Step 2: Assessment of Leadership Readiness for DEI</b></p> <p><b>A. Lakewood Government Leadership Assessment</b></p> <p><b>Approach:</b> Using the Henderworks Leadership Effectiveness Assessment tool, Consultant will conduct individual interviews with each member of the City of Lakewood Executive Leadership Team and the Lakewood City Council Members (number to be determined) to understand and assess their readiness for their role in establishing a diversity, equity and inclusion strategy (behavior, competence, results) across city of Lakewood agencies.</p> <p><b>Objective:</b> This process will be used to gain a perspective on each member's view and understanding of diversity, equity, and inclusion, why (or why not) DEI is important for Lakewood. Leaders to engage at this time in conversations and discussions about their understanding of systemic impacts on diversity, personal leadership behavior, and the city Executive Leadership Team's commitment, role and responsibilities for DEI.</p> <p><b>Outcomes:</b> The Executive Leadership Team and City Council will have baseline data for themselves as a group. They will strengthen their leadership effectiveness and ownership of DEI efforts, and they will have clear inclusive leadership competencies and behaviors to establish and sustain inclusive workplaces.</p> <p><b>B. Initial meeting with the Lakewood Executive Leadership Team</b></p> <p><b>Approach:</b> In a 2-hour session, provide feedback to the LT in the form of the collective data from the readiness assessment, and engage them in a discussion of the implications of the assessment for developing a DEI strategy for the city of Lakewood.</p> <p><b>Objective:</b> The Executive Leadership Team (LT) has a clear understanding of their collective readiness on DEI.</p> <p><b>Outcome:</b> The LT begins to identify what they need to move forward in developing a DEI strategy, and a beginning rationale as to why.</p>	 <b>Complete by June 30</b>			

PHASE STEPS / DESCRIPTION	2nd QUARTER 2023	3rd QUARTER 2023	4th QUARTER 2023	1 <sup>st</sup> QUARTER 2024
<p><b>C. Building Leadership Capacity in DEI</b></p> <p><b>Approach:</b> Education/coaching for the Executive Leadership Team, which will be delivered via:</p> <ul style="list-style-type: none"> <li>A series of two 2-hour sessions with take away assignments to prepare for the next session.</li> </ul> <p><b>Objective:</b> Incorporating the results of the Leadership Readiness Assessment, Henderworks Consultant will engage the LT in working with the following capacity-building elements:</p> <ul style="list-style-type: none"> <li>Understand the basic foundation of DEI work—the “what” and the “why” diversity, equity and inclusion (DEI) have become imperatives for companies</li> <li>Understand and gain agreement on basic concepts and definitions (diversity, equity, inclusion, belonging, racial equity, accessibility, inclusive behavior)</li> <li>Clarify leadership’s role in undertaking DEI work, and establishing an organizational framework for change</li> <li>Establish inclusive leadership competencies for senior leaders across government agencies in Lakewood.</li> </ul> <p><b>Outcome:</b> The LT gains foundational leadership competencies, their role in, and the rationale behind organizational DEI work.</p>		<p>Complete by September 30</p> 		
<p><b>D. Develop the DEI strategic context</b></p> <p><b>Approach:</b> Education/coaching for the Executive Leadership Team, which will be delivered via:</p> <ul style="list-style-type: none"> <li>A series of two 2-hour sessions with take away assignments to prepare for the next session.</li> </ul>		 <p>Complete by November 30</p>		

<p>We included the option of some individual coaching sessions of 1 hour each for those leaders that might want this kind of one-on-one development. Consultant will also help the development of an updated City of Lakewood Commitment Statement, suggest edits, and once final, help LT to decide on a dissemination strategy.</p> <p><b><u>Objective:</u></b> Incorporating best practices, ISDI Consultants will engage the LT in working with the following elements of DEI strategic context:</p> <ul style="list-style-type: none"> <li>• Develop the elements of an organizational statement of commitment to DEI</li> <li>• Develop the business case for DEI aligning to the business strategy</li> <li>• Introduce the big picture of systemic change (i.e., approach to, organizational systems, policies &amp; practices) using best practice tools</li> <li>• Examine the potential for bias in human capital systems (recruitment, development, engagement, retention, etc.)</li> <li>• Decide how best to shepherd the D&amp;I work, such as a small cross-functional, multi-level working group (i.e., task force), and plan for writing its charter</li> <li>• Share personal commitment statements (actions) that each leader will take on.</li> </ul> <p><b><u>Outcome:</u></b> The LT gains both general elements and specific content for DEI strategy, including a basic understanding of the business case for the organization, the implications for leadership including competencies, the potential changes required to have inclusive human resource systems, and a clear statement of commitment to DEI by the city government.</p>				
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PHASE STEPS / DESCRIPTION	2nd QUARTER 2023	3rd QUARTER 2023	4th QUARTER 2023	1 <sup>st</sup> QUARTER 2024
<p><b>Step 3: Assessment and Integration</b></p> <p><b>A. ASSESSING THE CURRENT STATE</b></p> <p><b>Approach:</b> Depending on what has already been done by the city of Lakewood government, an assessment of the current state (culture, lived experiences of employees and the systemic equity of policies, practices and program) should be undertaken. This normally includes conducting an employee survey to determine employee satisfaction with the culture at work, lived experiences, and a review of human resource policies using a DEI Lens.</p> <p><b>Process:</b> Areas of inquiry include:</p> <ol style="list-style-type: none"> <li>1. Systemic reviews of HR policies and practices (Assess and advise in the review of City Government of Lakewood core documents, systems, and policies, and make recommendations for updates or creation of new ones).</li> <li>2. Gather data and stories of the lived experiences of employees (surveys, focus group, interviews) that provide insights on the culture at work</li> <li>3. Review against informative data (best practices, theory of change, benchmarks, etc.)</li> <li>4. Develop a recommended thematic structure for the change framework</li> </ol> <p><b>B. BUILDING A CHANGE FRAMEWORK</b></p> <p><b>Approach:</b> Based on a review of framework options, the Executive Executive Leadership Team will understand options that will help to guide the development of DEI change for Lakewood Governmental agencies and relationships with other key stakeholders.</p>				
				

<p><b>Process:</b> The consultant will share several samples of change frameworks that could be used to structure a multi-year DEI effort. The commitment statements (organizational and personal) developed by the leaders will be foundational. Additionally, the working definitions will help to provide consistent messaging and communications regarding the efforts. The “why” will be revisited as well, to help establish the context and reinforce leadership commitment.</p> <p>The Executive team will rely on an existing group or establish a working group (Advisory Council or Taskforce) to manage the framework development process. This group will use information from the assessment of the current state of DEI practices to identify gaps, opportunities and action areas. The framework will include major pillar areas for developing action plans.</p> <p><b>Outcome:</b> A framework that includes a set of priority actions and growth opportunities for improvement for the City of Lakewood, as an employer and a community partner with suggested actions on how to operationalize those improvements.</p> <p>These actions will align with and take into consideration commitments to equity and inclusion that may have already been drafted by city leader and the Lakewood Council.</p> <p><b>A. MEASUREMENT, REPORTING &amp; MONITORING PROGRESS</b></p> <p><b>Approach:</b> This working group and leadership establishes the measurement and reporting processes, reporting protocols, and monitoring guidelines. It assures that accountability is established. The Advisory Council, or taskforce, will provide recommendations for measuring and reporting progress to the Executive team (and possibly the Lakewood City Council) and external stakeholders.</p> <p><b>Process:</b> This process involves establishing a process for monitoring and measuring progress on the achievement of the outcomes that have been established.</p>				
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<ol style="list-style-type: none"> <li>1. Establishing regular schedule for measuring and reporting progress on DEI objectives and action pillars over a 2- to 3-year period and beyond</li> <li>2. Incorporating DEI items into an annual engagement survey where appropriate</li> <li>3. Building accountability into performance management plans and compensation decision-making</li> <li>4. Ensuring a consistent and regular reporting and monitoring process is established for sharing information on progress in achieving desired outcomes.</li> </ol>				
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# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> March 20, 2023	<b>TITLE:</b> Lakewood Tax Increment Financing Analysis for the Downtown	<b>TYPE OF ACTION:</b>  — ORDINANCE NO. — RESOLUTION NO. <u>X</u> MOTION NO. 2023-31 — OTHER
<b>REVIEW:</b> March 20, 2023	<b>ATTACHMENTS:</b> Contract and PowerPoint	

**SUBMITTED BY:** Becky Newton, Economic Development Manager

**RECOMMENDATION:** It is recommended that the City Council authorize the City Manager to execute a contract with Stowe Development & Strategies to conduct a Tax Increment Financing (TIF) analysis and to provide an implementation plan within the Downtown Subarea (Downtown).

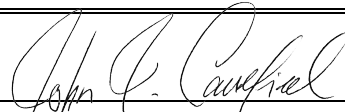
**DISCUSSION:** The Downtown Planned Action Ordinance, adopted October 2018, requires upwards of \$30 million in infrastructure improvements plus a Downtown park. The area is a Regional Center, as designated by Puget Sound Regional Council, calling for a significant increase in commercial and residential development. The following thresholds of new land uses are contemplated by the Downtown Planned Action: By 2035, to support 2,257 net residential units, and to support 7,369 net jobs. At the time of subarea adoption there were 419 dwelling units, and approximately 5,000 jobs.

The TIF for Jobs bill was signed by Governor Jay Inslee in May of 2021. TIF is a powerful public-private partnership tool that allows local governments to encourage private development in targeted areas by financing public infrastructure and improvements with additional property taxes from increased property values resulting from that public investment and the ensuing, related private investment.

A local government may create increment areas and bond against future increases in taxes anticipated due to new development. An established TIF increment area will help the City of Lakewood to fund infrastructure within the Downtown. TIF increment areas require highly technical analysis, carefully planned implementation, and collaboration with private development in order to be successful. Timing is critical in creating increment areas where we know development will occur.

**ALTERNATIVE(S):** The City Council could choose not to approve this motion.

**FISCAL IMPACT:** \$58,500

Becky Newton Prepared by  Department Director	 City Manager Review
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**PROFESSIONAL SERVICES AGREEMENT  
FOR**

Stowe Development & Strategies

This Professional Services Agreement ("Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_, 2023\_\_, by and between the City of Lakewood, a Washington municipal corporation ("City"), and Stowe Development Strategies, \_\_\_\_\_ ("Contractor"). The City and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

Stowe Development Strategies 15117 Main Street Suite 205 PMB #131 Mill Creek, WA 98012	:	<b>CITY OF LAKEWOOD:</b>  6000 Main Street SW Lakewood, WA 98499
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The Parties agree as follows:

1. **TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than December 31, 2024 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

2. **SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining any applicable City of Lakewood business license. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.

3. **TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party 30 days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

#### **4. COMPENSATION.**

4.1 Amount. In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B", attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

#### **5. INDEMNIFICATION.**

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

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

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

5.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. **INSURANCE**. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

6.1. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

6.2. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to the Contractor's profession.

6.3. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

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

6.4 Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

6.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

6.6 Verification of Coverage. Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the



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

6.7 Notice of Cancellation. The Contractor shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

6.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

6.9 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

6.10 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

7. **WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

8. **BOOKS AND RECORDS.** The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

9. **INDEPENDENT CONTRACTOR.** The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to

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

**10. CONFLICT OF INTEREST.** It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

**11. EQUAL OPPORTUNITY EMPLOYER.** In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

**12. GENERAL PROVISIONS.**

12.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

12.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and

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

12.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

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

12.5 Contractor's Employees - Department of Retirement Systems (DRS) Retiree Return to Work Verification Process. The City's obligation to comply with DRS Retiree Return to Work Verification Process extends to Independent Contractors and Third Party Workers. Contractor and any subcontractors shall provide worker information to the City. The Contractor shall provide such requested information, and/or proof of subcontractor compliance with this section.

12.6 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative process.

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

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

[Signature page follows]

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

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

CITY OF LAKEWOOD

\_\_\_\_\_

John J. Caulfield, City Manager

Stowe Development Strategies



Robert S. Stowe

ATTEST:

\_\_\_\_\_

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Heidi Ann Wachter, City Attorney

## **EXHIBIT “A”**

### **SERVICES**

Provide a complete description of any services that the Contractor will render including any limitations or requirements, special methods, and any instructions on how to do the services, reports or track the services.

1. The Contractor shall do or provide the following:

See following pages

## Task 1: Project Startup & Project Management

**1.1 Research, Refine Scope, & Launch.** We will continue our review of relevant studies, plans, reports, and analysis related to the envisioned development and anticipated infrastructure necessary to support such development. Our first meeting objectives will be to:

- Introduction of the team;
- Confirmation of project objectives and goals
- Identification of a TIF Committee (TIF-C);
- Refinement of project scope and approach (as needed);
- Team information sharing regarding existing conditions, issues, constraints; and opportunities.

**1.2 Project Management.** Bob Stowe of Stowe Development & Strategies will serve as the Project Manager for this project. We will collaborate and coordinate our work with City staff. We will set up a regular times to coordinate with the TIF-C through teleconference/video conference check-ins. For planning purposes, we have assumed several check-in meetings over the duration of the project. We will work closely and in partnership with the TIF-C to communicate progress and anticipate any potential challenges. We will provide monthly progress reports in addition to the deliverables described as part of Step 1 and Step 2. *Note: Project Management activities and budget have been allocated in both Step 1 and Step 2.*

## Task 2: Identify Preliminary Development Program, TIA, But-For-Requirement, and TIF Revenues

**2.1 Development Program.** We will work with City staff or a TIF Steering Committee to create 3 different development programs that will be used to project TIF revenues if certain public infrastructure (identified by the City) were funded by TIF. SDS will create an aggressive, moderate, and conservative development program as part of this work. SDS may also meet with identified property owners interested in developing their property to gain a higher level of confidence for each development.

**2.2 District Boundaries.** We will identify two or three potential TIA's that lead to a preliminary TIA boundary that maximizes potential revenue, achieves the City's private development objectives, funds the needed infrastructure, manages the City's debt risk, and successfully implements a TIA. We understand that the City has interest of examining a potential TIA in the Downtown Subarea. As part of a sensitivity analysis, we will evaluate a smaller, targeted TIA and a larger TIA for comparison purposes. This work would also evaluate any for the lesser of 20% of the assessed value of the jurisdiction or \$200 million formation threshold established by State statute.

**2.3 But-For-Requirement.** We will conduct a preliminary analysis for the But-For-Requirement (nexus between public improvements and TIF revenue) as part of the Step 1 work. A more detailed analysis will be conducted as part of Step 2.

**2.4 TIF Revenue:** We will prepare a preliminary analysis of TIF revenue available to support the City's identified targeted public improvements.

## Step 1 Deliverables:

- **TIF Strategy Memorandum and Presentation:** This report would specify eligible infrastructure projects, future development, and projected tax revenues. We will also present this information to the City Council and address any questions related to TIF.



**Task 3: Project Management.** Project management activities identified in Task 1.2 will continue throughout Step 2.

**Task 4: Prepare Project Analysis Report.** The team will prepare a “Project Analysis Report” to submit to the Office of the State Treasurer (OST). Based on prior work with the OST, we anticipate submitting a draft report to the OST followed by a final report based on their comments. The report will be consistent with all required elements of the law. City staff will have the opportunity to review draft materials before they are final. The Project Analysis Report will support the critical findings needed to create a subsequent ordinance for the TIA formation. Below are some of the key elements of the Project Analysis.

**4.1 Refine TIA and But-For-Requirement Analysis.** Building off the work in Step 1, we will refine and further develop the nexus between the proposed infrastructure and the envisioned development as well as adjust the TIA based on anticipated development, potential preservation of a second TIA formation, and City interests.

**4.2 Refine TIF Revenues.** We will update and refine the projected TIF revenues based on known development interests, changes in the market place that may impact the proposed development timing and scope, targeted infrastructure improvements, and any TIA changes. We will also identify other revenues that likely will be generated from the development (e.g., one-time and on-going sales tax). Finally, we will also conduct some sensitivity testing of the key financial assumptions used to project TIF revenues.

**4.3 Estimate of Future Job Creation:** This work would estimate construction and ongoing job impacts from public improvements and private sector development.

**4.4 Prepare Financing Plan.** Based on the identified targeted public improvements, we will project TIF revenues over a term acceptable by the City (TIF legislation allows the issuance of debt up to 25 years) based on the City’s cost of capital (bond issuance, bank financing, or other financing means) over the identified term from which to utilize TIF property tax revenues. We will also consider the timing of any debt issuance to reduce City risk as much as possible. We will also prepare a Risk Assessment and Mitigation Plan evaluating other revenues sources (both from the anticipated development and other sources) that could be used to support any infrastructure debt if the anticipated development does not occur as planned.

**Task 5 Impact Assessment and Mitigation.** We will assess if the proposed TIA will impact affordable housing, local business community, local schools districts or the local fire service and if so, propose mitigation measures to address impacts in accordance with the TIF law. The SDS team has deep expertise in intergovernmental relations to support the City in providing a mitigation approach consistent with the state law. We have included a modest amount of time for any specific mitigation agreement that may be necessary and the budget may need to be adjusted based on actual need.

**Task 6: Create and Manage Public Briefing.** Before creating the TIA, the City must hold at least two public briefings for the community on the TIF project. The consultant team will be responsible for noticing the meeting (both on City and other media channels), creating the meeting content, and assisting in managing the public briefing process. Given the newness of the TIF law, we recommend the City conduct some initial and early outreach to affected taxing jurisdictions to educate them about the TIF law and the benefits of its use by the City. Targeted outreach to any adversely impacted jurisdictions. Some additional outreach to the Pierce County Assessor on implementation of the law is recommended as well. We have included a modest amount of time for this item and may need to be adjusted based on actual need.

**Task 7: Prepare TIA Formation Ordinance.** The consultant team will prepare an ordinance authorizing the TIA formation along with a presentation to the City Council. Key findings will be drawn from analysis in Steps 1 and 2 and subsequently submitted in the Project Analysis Report.

### **Step 2 Deliverables:**

- **TIF Project Analysis Report:** This report would be submitted to the Office of the State Treasurer for review and comment.
- **TIA Increment Area Formation:** This would include the TIA, revenue estimate, financing plan, public improvement description, mitigation assessment, public briefings, and ordinance.

## EXHIBIT "B"

### COMPENSATION

1. Total Compensation: In return for the Services, the City shall pay the Contractor an amount not to exceed 58,500 and 00/100 Dollars (          ) and Washington State sales tax equal to 0 and    /100 Dollars (\$           ) for a total amount not to exceed 58,500 and 58.51/100 Dollars (\$           ).

2. Method of Compensation:

We will manage the project through acceptance by the City. A total fee of \$58,500, which includes \$15,500 for Step 1 and \$43,000 for Step 2.

We are flexible about project scope and activities and are open to working with you to modify our approach and fee based on project needs.

We believe that our team offers tremendous value and can accomplish your ambitious goals and scope for this project.

Task 1 - Project Startup & Project Management, \$3,500

Task 2 - Dev. Prog, Infrastructure, But-For Analysis, TIA, & Revenues, \$12,000

Task 3 - Project Management, \$5,500

Task 4 - Prepare Project Analysis Report, \$27,000

Task 5 - Impact Assessment & Mitigation, \$2,000

Task 6 - Create and Manage Public Briefings, \$5,000

Task 7 - Prepare TIA Formation Ordinance/Presentation, \$3,500

TOTAL: \$58,500



# CITY OF LAKEWOOD

## Tax Increment Financing Consultant Proposal



**STOWE**  
DEVELOPMENT & STRATEGIES

A Real Estate and Community Development  
Strategy and Execution Company

*In Association with:*

**ECONorthwest**

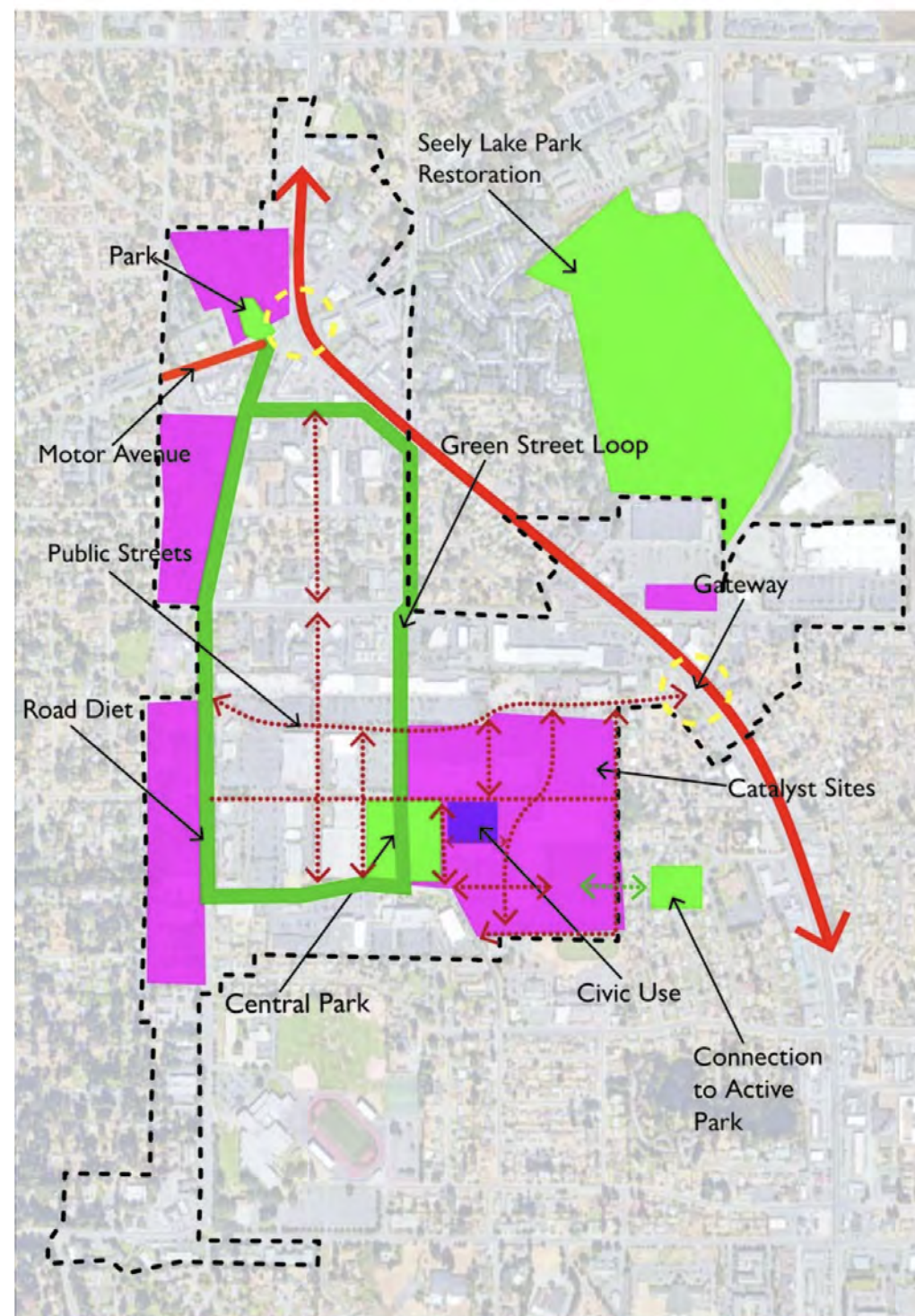
ECONOMICS • FINANCE • PLANNING

☎ 206.999.1099

✉ [Bob@stowed.com](mailto:Bob@stowed.com) | 🌐 [www.Stowed.com](http://www.Stowed.com)

15117 Main Street, Suite 205 PMB #131

Mill Creek, WA 98012



**LAKEWOOD**  
DOWNTOWN PLAN

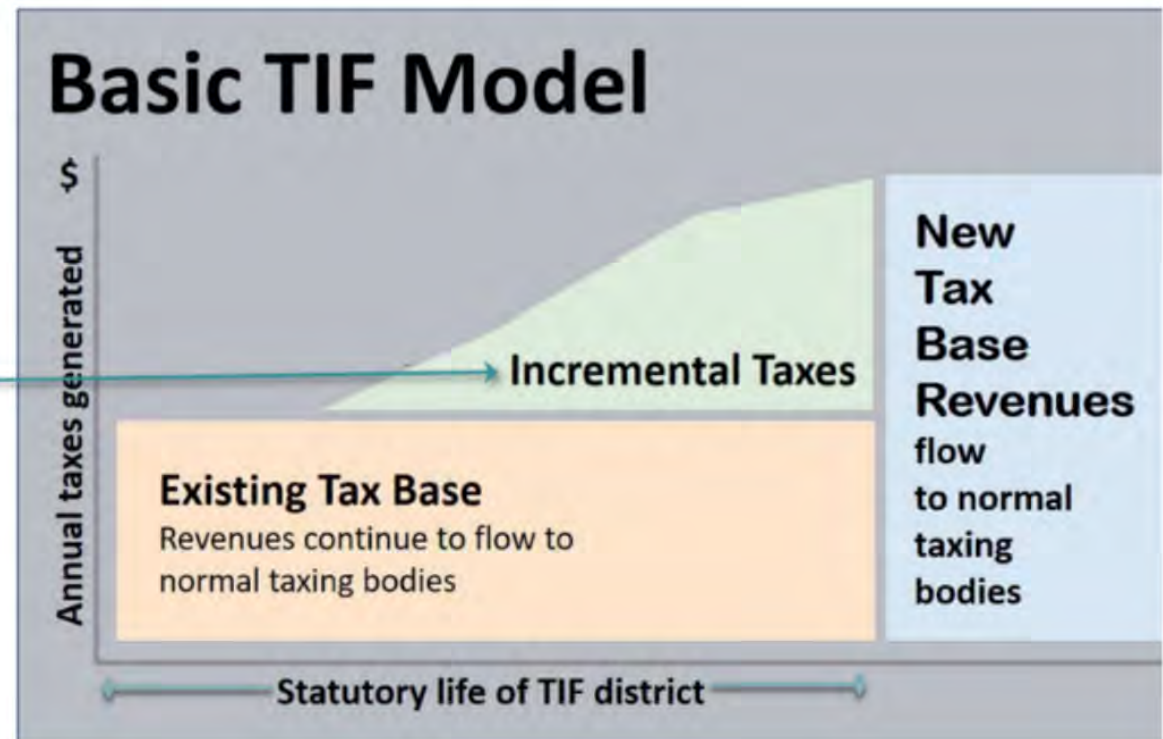


*TIF can be an important tool allowing public agencies to make targeted infrastructure investments to spur economic development*

**Generally, TIF captures property taxes generated from the increased assessed valuation on the site that results from private development following infrastructure investment.**

Revenues from **REGULAR** property taxes assessed against the **Increment Value** only, are captured:

- ✓ To pay “**public improvement costs**”
- ✓ To **repay bonds** issued for “public improvements”



Source: Power Point Presentation to Washington Ports, WEDA, WCMA, and other groups about TIF.

March 3, 2023



John Caulfield, City Manager  
City of Lakewood  
Lakewood, WA 98499

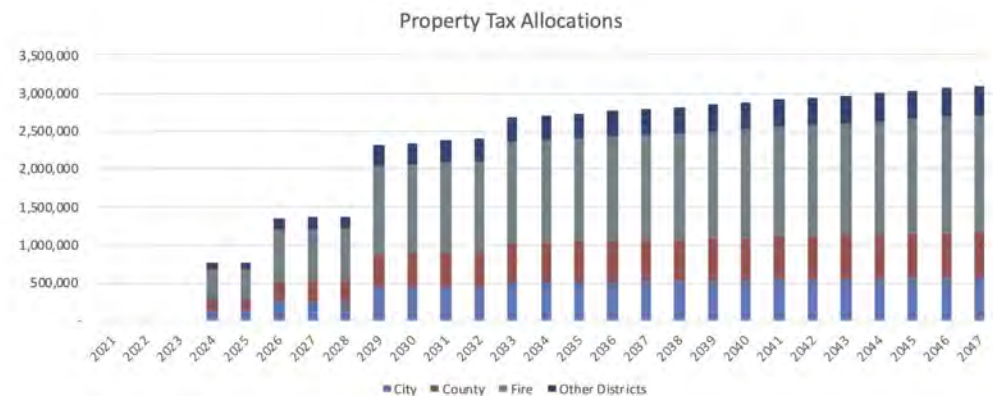
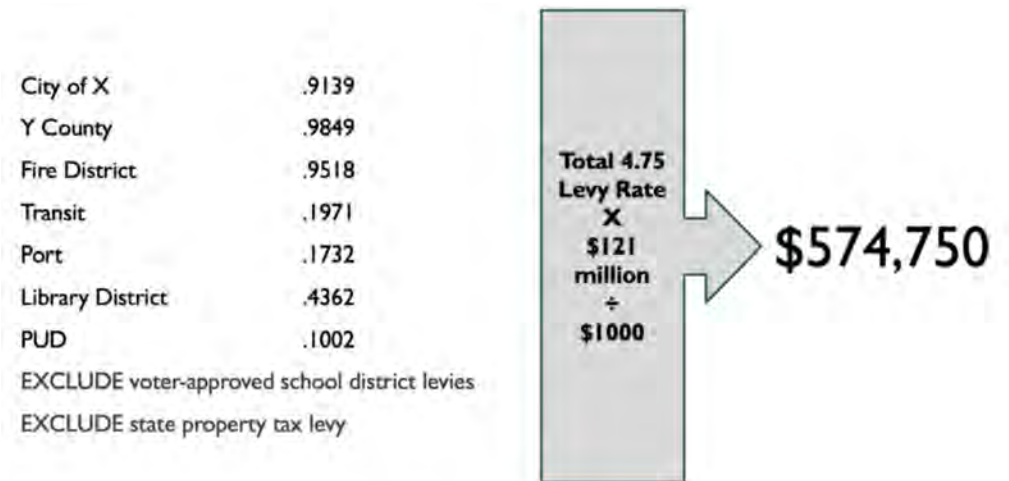
Submitted via email to: [JCaulfield@cityoflakewood.us](mailto:JCaulfield@cityoflakewood.us)

Dear John,

Thank you for the opportunity to submit our proposal to conduct tax increment financing analysis and implementation plan within the Downtown Subarea. Washington's new TIF law (RCW 39.114) is a meaningful improvement from past versions of tax increment financing in Washington. However, it also requires careful consideration and preparation of materials to move the program forward to creation.

We have significant experience helping public agencies identify implementable strategies and actions to unlock the value of a their properties or study areas and help them create successful public-private partnerships that achieve outstanding results. We also have worked on more Washington State TIF programs than any other consultant firm.

My firm, Stowe Development & Strategies provides an added benefit and differentiator in that I have successfully served as a city manager for over 30 years and have guided two large downtown planning and economic development efforts in the cities of Mill Creek and Bothell. These public-private partnership developments required rigorous analysis to ensure that public investments and resources produced an acceptable return and viable development. I have considerable experience leading successful planning processes and financial assessments, creating development visions with executable strategies to achieve the desired development, and have directed and negotiated real estate transactions exceeding sixty million dollars generating over five-hundred million in capital investment to date. I will serve as the project manager for this important project.



Source: Power Point Presentation Provided by Stowe Development & Strategies to Washington Ports, WEDA, WCMA, and other groups about TIF.



Our team includes:

- **Stowe Development & Strategies.** An advisory economic and community development firm specializing in public-private partnerships that have achieved memorable and successful results. Stowe Development & Strategies will serve as the lead firm for this project.
- **ECONothwest.** A leading economic and fiscal analysis firm serving the Northwest. Morgan Shook has worked on every form of tax increment financing in Washington state and brings his knowledge of land development, infrastructure funding, and taxation to the project.

We believe our proposal provides a comprehensive and thorough approach to creating the City's first tax increment area (TIA). Our approach to the work is built on decades of experience in both land development and tax increment financing. Additionally, we are working on several TIA's in Washington State allowing us to advance the project quickly and efficiently in terms of cost control.

We also believe there is not a more qualified team to ensure that any tax increment area is created and managed in accordance with the new law to maximize the public benefits derived from the investment of property tax dollars.

On behalf of our team, thank you for considering this proposal. Please contact me with any questions. I can be reached at 206.999.1099 or [Bob@stowedes.com](mailto:Bob@stowedes.com). We look forward to hearing from you.

Warm Regards,



Stowe Development & Strategies  
Robert S. Stowe  
Principal



# Proposed Approach & Tasks

Our team proposes a two-step approach to evaluating and establishing a Tax Increment Area (TIA) for the City of Lakewood. We will work alongside City staff and any steering committee to advance an eligible and viable TIA project that meets the requirements and intent of the new law. Our team is working on several TIF projects across the State and we have decades of experience in managing similar project components as part of a larger planning process, including master plans, corridor plans, sub-area plans, revitalization plans, and infrastructure improvement plans.

***Our team's two-step approach is design to provide a predicable sequence of actions to deliver a targeted and high value TIF Strategy and Implementation Plan.***

## Step 1: TIF Strategy

### Goals:

- Identify and assess potential targeted TIF infrastructure improvements in collaboration with the City.
- Evaluate several potential TIA's leading to preliminary TIA
- Prepare preliminary But-For-Requirement Analysis
- Project preliminary TIF revenues available to support the City's identified targeted public improvements.

## Step 2: TIF Implementation & Report

### Goals:

- Prepare and submit the Project Analysis Report to the Office of the State Treasurer including a comparison of scenarios with the proposed public improvements and without the proposed public improvements: The But-For-Requirement.
- Recommend potential refinements to the TIA as needed.
- Refine TIF Revenues.
- Prepare potential financing plan based on selected targeted improvements.
- Create and manage the Public Briefings, including reaching out to impacted taxing districts.
- Create the TIA Ordinance for Council Consideration.

## Task 1: Project Startup & Project Management

**1.1 Research, Refine Scope, & Launch.** We will continue our review of relevant studies, plans, reports, and analysis related to the envisioned development and anticipated infrastructure necessary to support such development. Our first meeting objectives will be to:

- Introduction of the team;
- Confirmation of project objectives and goals
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**Task 7: Prepare TIA Formation Ordinance.** The consultant team will prepare an ordinance authorizing the TIA formation along with a presentation to the City Council. Key findings will be drawn from analysis in Steps 1 and 2 and subsequently submitted in the Project Analysis Report.

### **Step 2 Deliverables:**

- **TIF Project Analysis Report:** This report would be submitted to the Office of the State Treasurer for review and comment.
- **TIA Increment Area Formation:** This would include the TIA, revenue estimate, financing plan, public improvement description, mitigation assessment, public briefings, and ordinance.

CITY OF LAKEWOOD

Bob Stowe, SDS

- Project Manager
- Strategic Direction Lead
- But-For-Requirement Lead
- Infrastructure Needs/Finance Plan Lead
- Public Briefings/Mitigation Support
- Ordinance/Council Presentation Lead

Morgan Shook, ECONW

- Economic Analysis/TIF Revenues
- Job Creation Assessment
- Strategic Direction Support
- Project Analysis Report
- Finance Plan Support
- Ordinance/Council Presentation Support

Available Resources

We have assembled a highly-skilled team of experts with unique expertise working with public sector clients on conducting a TIF analysis and developing an implementation plan to be successful. Bob Stowe of Stowe Development & Strategies will lead the project with support from Morgan Shook of ECONorthwest.

This team exemplifies the deep level of expertise, knowledge, reliability, and client focus that the City expects. This combined experience means that our team can provide knowledgeable, timely, and cost-efficient support to meet the City’s development goals. The team also includes support staff who can be deployed as needed to ensure high responsiveness and cost-effective support across functions in all areas of the project scope if necessary.

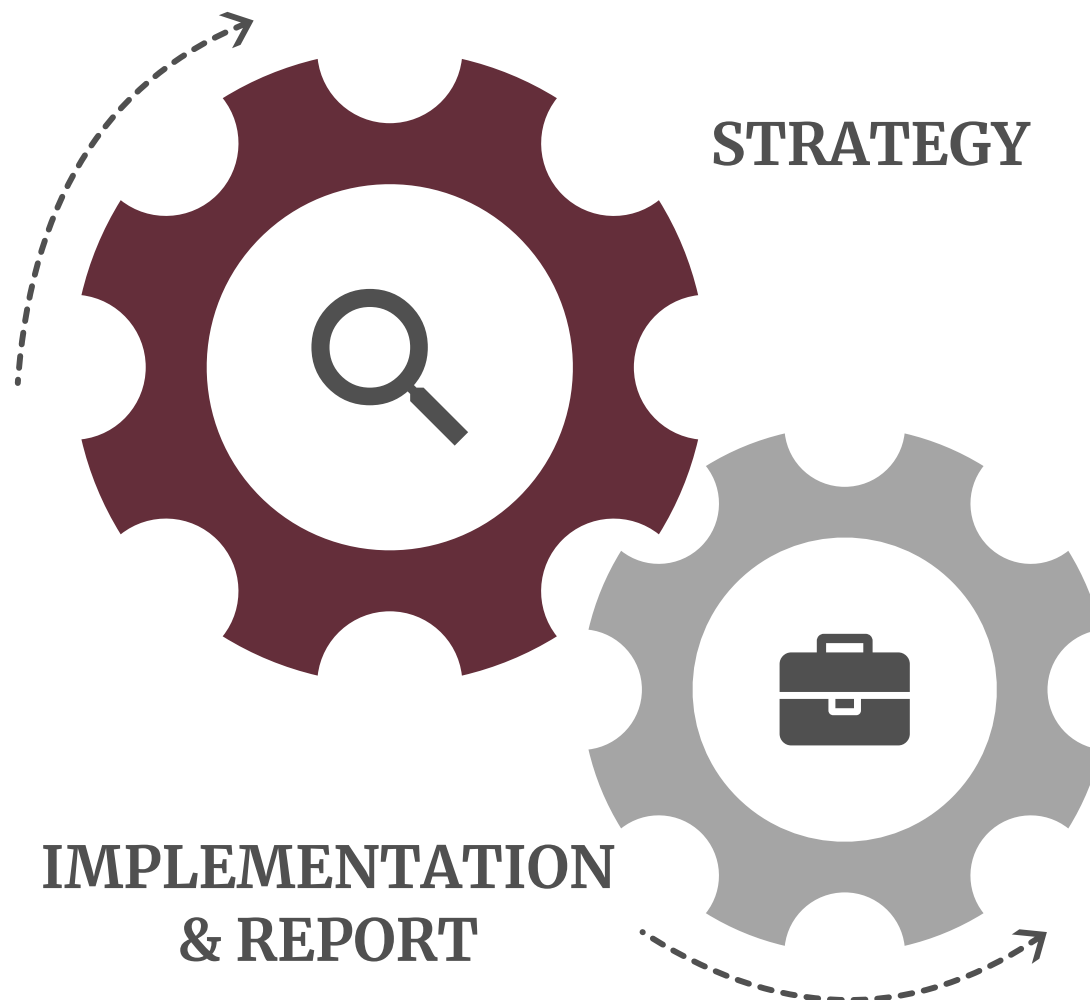
Schedule

We anticipate it will take 30 to 45 days, (depending on the schedules of staff and/or committee members) to complete Step 1 and another 45 to 60 days can be complete Step 2, plus the 90 days review period of the Office of the State Treasurer. The TIF law establishes that the next earliest time period for a TIA to go into effect would be June 1, 2024 but completing the Project Analysis and Ordinance now provides predictability for both the City and private development.

## Fee

We will manage the project through acceptance by the City. A total fee of \$58,500, which includes \$15,500 for Step 1 and \$43,000 for Step 2. We are flexible about project scope and activities and are open to working with you to modify our approach and fee based on project needs. We believe that our team offers tremendous value and can accomplish your ambitious goals and scope for this project.

<b>Task 1 - Project Startup &amp; Project Management</b>	<b>\$3,500</b>
<b>Task 2 - Dev. Prog, Infrastructure, But-For Analysis, TIA, &amp; Revenues</b>	<b>\$12,000</b>
Task 3 - Project Management	\$5,500
Task 4 - Prepare Project Analysis Report	\$27,000
Task 5 - Impact Assessment & Mitigation	\$2,000
Task 6 - Create and Manage Public Briefings	\$5,000
Task 7 - Prepare TIA Formation Ordinance/Presentation	\$3,500
<b>TOTAL</b>	<b>\$58,500</b>



# Team Experience & Skills



We offer strategic real estate development consulting services to cities, higher educational institutions and development clients. If you want to expand your city's economic base, revitalize its downtown, redevelop a college campus, or guide your community to a greater sense of place for business to prosper and families to enjoy – we can help you achieve these goals. In these challenging economic times especially, our clients need the proven experience and guidance of a trusted economic developer and partner who understands how to build community support for these kinds of projects. They want someone who understands the political process and needs of its elected and appointed officials; and who's succeeded in both good times and bad.

No two cities or developments are alike. This means every project needs its own new answers. We offer our clients many different economic tools and strategies. They are drawn to our proven track record, our creativity and the many ways we can leverage available resources and capabilities.

Bob Stowe is the principal and founder of Stowe Development & Strategies —a company he formed in 2016 to help public sector clients succeed with their economic and community development interests. He has built a strong reputation as a real estate and community development strategist, and an execution specialist providing a knife-edge focus helping his clients achieve their economic and community development goals. Bob understands the importance of public-private partnerships in developing great and sustainable places that supply private sector jobs and create a sense of community.

Because the oxygen of development is capital and without it nothing can happen, he excels in aligning public and private sector interests to create an environment that will support the desired development with the capital to sustain it.



ECONorthwest specializes in the application of economic and financial principles and methods to the evaluation of public policies and investments. Incorporated in 1974, ECONorthwest has completed more than 2,500 projects for public and private clients. Our personnel have advanced degrees and decades of work experience in planning, development, economics, finance, and public policy. Our analysis is informed by an understanding of local, regional, and national economies, as well as market trends, demographics, and business and job dynamics.

We understand the trade-offs of competing tax and fee systems and can weigh the effects of proposed reforms on firms, individuals, and overall economic efficiency, equity, and stability. ECONorthwest has helped numerous clients clarify state and local budgets while providing policymakers with a stronger budgetary foundation for decision-making. We help our clients plan for future growth, effectively leverage public tools and resources, and make sound decisions. ECONorthwest has extensive experience with the local government estimating, evaluating, and implementing tools to fund infrastructure.





### ***Bob Stowe, Principal – Stowe Development & Strategies***

With 33 years of experience in progressive community transformations, Bob is one of the Northwest's most innovative and entrepreneurial real estate and community developers. He uses sound long-range fiscal planning skills and has achieved enviable results in leading redevelopment efforts from the dream stage to construction. This is true for projects large and small, straightforward and complex. Bob's understanding of Washington's State's new TIF legislation, experience with similar project funding streams, and his ability to create partnerships and agreements with other agencies, make him an ideal project manager and team member for the City of Lakewood TIF analysis and implementation.

Bob has been responsible for leading, managing, coordinating, and implementing a wide variety of complex and multi-faceted projects including: TIF project management and analysis; vision concepts; master plans; sub-area plans; redevelopment/revitalization plans; comprehensive plans; property acquisition; surplus property sales; development agreements; public infrastructure and facility improvements; Transit Orientated Developments; RFQ/RFP process design; federal and state grant application and administration, to name a few. Bob is an excellent communicator and facilitator with the ability to coordinate and aligning the interest of multiple agencies and stakeholders.

Bob was the City Manager for the City of Bothell, Washington from 2005 to 2016 where he was the architect and leader of Washington's largest and most successful publicly-led downtown revitalization. Under Bob's leadership, this project utilized a local infrastructure financing tool award (AKA TIF light) as part of the funding package that stimulated private investment of over \$300 million, a very big step in achieving the City's 25-year goal of \$650 million in just a few years, and during the worst recession in recent history. Bob's excellent project management and leadership skills successfully guided the development of approximately \$150 million in public sector improvements (relocation of SR-522, new streets, storm water system, parks, environmental clean-up, etc.) identified as necessary to achieve the revitalization vision. The massive public development plan and schedule also needed to align with private sector purchase of surplus land from the City, environmental remediation, public streets to be developed by the private sector, and on-site mixed-use development. Precise scheduling, communication and the ability to respond to changing conditions were skills that Bob successfully delivered on this project. It's important to note that the public sector improvements included close coordination and work with multiple public agencies. Furthermore, the City's revitalization vision and public sector investments were identified many years in advance of any actual construction and redevelopment, requiring Bob to manage the budgets of various projects with aged cost estimates and yet still create a revitalization project that successfully survived and flourished through and after the recession.

Before arriving in Bothell, Bob was the City Manager for the City of Mill Creek for nine years and helped lead development of the award-winning Mill Creek Town Center in the early 2000s. His first downtown transformation project began with the revitalization of Downtown Dayton in the late 1980s.

The hallmark of Bob's effort is his commitment to create well designed and environmentally sustainable places where people want to live, work, and come together to celebrate. Bob has tackled the most difficult and complex projects, achieving the redevelopment and economic dreams of several communities with his failure is not an option approach.

## EDUCATION

- MBA, Albers School Of Business & Economics, Seattle University (with honors)
- BA, Urban and Regional Planning, Eastern Washington University

## HONORS AND AWARDS

- 2011 Washington City/County Management Association – Award for Excellence
- 2011 Governors Smart Communities Award
- 2011 Association of Washington Cities Municipal Excellence in Economic Development
- 2011 Puget Sound Regional Council Vision 2040 Award
- 2007 Governors Smart Communities Award
- 2006 Washington City/County Management Association – Program Excellence Award for Innovations in Local Government
- 2003 Washington City/County Management Association – Award for Skill in Intergovernmental Cooperation
- 1998 Washington City/County Management Association – Award for Skill in Intergovernmental Cooperation
- 1997 Washington City/County Management Association – Program Excellence Award for Innovations in Local Government

## McMenamins Anderson School,

### Bothell, WA | 90,000 SF Adaptive Re-Use

Bob Stowe directed this massive undertaking to turn the former school and adjacent run-down pool property into as catalyst development for Downtown Bothell as part of the Bothell Landing Redevelopment. Project included converting 72 classrooms in the main school structure into hotel rooms, construction of an on-site brewery, movie theater, day spa, warm salt water pool, restaurants, bars and event spaces, and public gardens planted throughout the property.





## Additional Project Experience

Bob Stowe, Principal - Stowe Development & Strategies

- East Chelan **TIF Analysis**, City of Chelan, Washington (in-progress)
- Stone Creek and Downtown **TIF Analysis**, College Place, Washington (in-progress)
- East Blaine **TIF Analysis**, City of Blaine, Washington (in-progress)
- 85th Street Area Station **TIF Analysis**, City of Kirkland, WA (in-progress)
- Chambers Bay Old Mill Site **TIF Analysis**, Pierce County/Town of Steilacoom, WA.
- Broadmoor Mixed-Use Destination Development Strategies, **TIF Analysis** and Development Agreement Negotiations, Pasco, Washington
- Washougal Downtown **TIF Analysis**, City of Washougal, WA (in-progress for 2023-2024)
- Yakima TIF Analysis, City of Yakima, Washington, (in-progress for 2023-2024)
- Parkland Spanaway Business Corridor Study, Pierce County.
- Osborn Community Visioning Process & Facilitation, City of Leavenworth, Washington
- Lake Stevens Civic Center (City Hall & Library) Public Private Partnership Plan and Development, Lake Stevens, Washington
- Mercer Island Transit Oriented Development, Mercer Island, Washington
- Quil Ceda Village Master Plan & Strategies, Quil Ceda Village, Washington
- Webster University, Strategic Real Estate Development, United States & Europe
- Bremerton Eastside Employment Center Market Analysis, Redevelopment & Subarea Plan, Planned Action EIS, Bremerton, Washington
- Tjerne Place Vision and Redevelopment (in-progress), City of Monroe, Washington
- Fifth Street Campus Redevelopment, Chelan County PUD, Port of Chelan, City of Wenatchee, Washington
- Amazon HQ2 Proposal, Tulalip Tribes, Washington
- Economic Development Strategies for Downtown Sub-Area Plan, City of Lake Stevens, Washington
- Economic Development Strategies and Actions, City of Shoreline, Washington
- Metro Everett & Other Economic Development Strategies and Actions, City of Everett, Washington
- Downtown Economic Development Plan and Strategies, City of Mount Vernon, Washington
- Downtown Economic Development Strategies and Actions, City of North Bend, Washington
- Strategic Development Advisor, University of Washington Bothell, Washington
- New Town Center, City of Mill Creek, Washington



## Morgan Shook, Partner – ECONorthwest



Morgan Shook is a Senior Policy and Economic Analyst working in real estate, land use, and transportation economics, and finance. He has deep expertise in economic, market and financial analytics that he brought to bear in business, enterprise, and policy settings. Morgan has worked for a range of government, business, and non-profit clients to advance their missions that in diverse set areas and topics.

Morgan has worked on every form of tax increment financing in Washington including Community Revitalization Financing, Local Infrastructure Financing Tool, Local Revitalization Financing (LRF), Landscape Conservation and Local Infrastructure Program, as well as the recently passed Tax Increment Financing bill in the 2021 legislative session.

Before joining ECONorthwest, Morgan worked in biotechnology development at the Institute for Systems Biology, and health disparities research at the University of Chicago. Morgan recently served on the Seattle Planning Commission.

### Education

- M.U.R.P., Portland State University
- B.S. Molecular Biology, University of Puget Sound
- Certificate in Commercial Real Estate Development, University of Washington Extension

### Areas of Expertise

- Economic Development
- Affordable Housing
- Land Use Planning
- Market & Feasibility Analysis
- Infrastructure & Finance Funding
- Transit-Oriented Development

### Project Experience

Northwestern staff have completed tax increment financing feasibility and implementation reports for jurisdictions in Washington over the last 15 years. This includes specifying eligible and viable projects as well as estimating potential TIF proceeds. This includes the following projects

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Community Revitalization Financing, City of Spokane</li> <li>• Local Infrastructure Financing Tool, City of Puyallup</li> <li>• Local Revitalization Financing (two increment areas), City of Puyallup</li> <li>• Local Revitalization Financing(two increment areas), City of Renton</li> <li>• Landscape Conservation Local Infrastructure Program, City of Seattle</li> <li>• Landscape Conservation Local Infrastructure Program, City of Tacoma</li> </ul> | <ul style="list-style-type: none"> <li>• Landscape Conservation Local Infrastructure Program, City of Bellevue</li> <li>• Landscape Conservation Local Infrastructure Program, City of Shoreline</li> <li>• Landscape Conservation Local Infrastructure Program, City of Tukwila</li> <li>• Landscape Conservation Local Infrastructure Program, City of Mountlake Terrace</li> <li>• Landscape Conservation Local Infrastructure Program, City of Arlington</li> </ul> |
|--|---|



☎ 206.999.1099  
✉ [Bob@stowed.com](mailto:Bob@stowed.com) | 🌐 [www.Stowed.com](http://www.Stowed.com)  
15117 Main Street, Suite 205 PMB #131  
Mill Creek, WA 98012

**ECON**orthwest  
ECONOMICS • FINANCE • PLANNING

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> March 20, 2023	<b>TITLE:</b> Approving an Intergovernmental Agreement with Town of Steilacoom animal control services.	<b>TYPE OF ACTION:</b>  <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION 2023-32 <input type="checkbox"/> OTHER
<b>REVIEW:</b>	<b>ATTACHMENT:</b> Contract	

**SUBMITTED BY:** Chris Westby


**RECOMMENDATION:** It is recommended that the City Council authorize the execution of an intergovernmental agreement with the Town of Steilacoom for animal control services.

**DISCUSSION:** The agreement is a renewal of an existing agreement that has been in place for three years. The terms of service remain the same with the only difference being the increased cost for services to account for our increased costs for personnel.

**ALTERNATIVE(S):** The Council could choose not to renew the agreement at this time.

**FISCAL IMPACT:** The total annual cost for services is \$24,401.

Chris Westby  
Prepared by

  
City Manager Review

Department Head

**INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL CONTROL SERVICES**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by and between the City of Lakewood, a municipal corporation (Contractor) and The Town of Steilacoom, a municipal corporation (Steilacoom).

WHEREAS, the parties hereto have determined that it would be in the best interest of the citizens within their respective jurisdictions to enter into an agreement to provide animal control services in the absence of assistance from the Tacoma-Pierce County Humane Society Shelter; and

WHEREAS, Steilacoom agrees to share in the costs and the services of Animal Control Officers employed by the City of Lakewood by paying costs proportional to services received; and

WHEREAS, the Animal Control Officers time will be allocated proportionally as detailed in Attachment A to be determined annually; and

WHEREAS, the City of Lakewood is willing and able to provide animal control services.

NOW, THEREFORE, the Parties agree as follows:

ITEM ONE. Scope of Services. The City of Lakewood, hereinafter referred to as Contractor, shall provide the following type of animal control services to the Town of Steilacoom, hereinafter referred to as Steilacoom:

- a. Enforcement of animal control laws including testimony at subsequent related hearings;
- b. Coordination of animal licensing subject to Section 5.2 of this Agreement;
- c. Securing aid for any injured animals;
- d. Removal of dangerous or potentially dangerous domestic animals; and
- e. Removal of dead animals from private property. Parties agree to coordinate removal of dead animals from public property through their public works or other assigned departments.

Steilacoom agrees to hold its own hearings and otherwise agrees to provide a hearings examiner, to schedule, to provide mail notification, to hold and track related hearings. Costs associated with hearings and related appeals are the responsibility of the Town of Steilacoom.

The Contractor will provide the required office space, supplies, and related equipment necessary to accomplish the animal control program. The parties agree to work together to establish hours of service for Animal Control Officers.

ITEM TWO. Time and Manner of Performance. The Contractor shall perform animal control services in a timely manner based upon hours of operation agreed upon by the parties. To facilitate this agreement, Steilacoom shall grant a limited commission to both of the City of Lakewood Animal Control Officers upon execution of this agreement for the duration of the contract.



ITEM THREE. Term. The term of this Agreement shall run for three (3) years from the date of execution of this agreement. In the absence of written termination by either party, the Agreement shall continue from year to year. This Agreement shall be reviewed annually to discuss work sharing and costs.

ITEM FOUR. Termination. Prior to the expiration of the term, this Agreement may be terminated immediately with or without cause by either party. The Contractor may cancel this Agreement only upon ninety (90) days prior written notice to the parties. In the event of such early termination, the total compensation owed the Contractor shall be prorated.

ITEM FIVE. Compensation.

- 5.1 Steilacoom will pay an assessment to cover the costs of animal control activities to include costs related to salaries, benefits and overtime, support staff, equipment and supplies, training and travel expenses, licensing and fleet costs related to this Agreement as reflected in Attachment A.
- 5.2 Steilacoom shall receive credit for revenue received from the sale of licenses, redemption of animals and adoption of animals. This credit shall be reflected when calculating annual assessments for service. In the event that Steilacoom does begin to issue licenses, the contractor will honor the licensing fees established by Steilacoom and the parties will agree to work toward standard licensing fee costs.
- 5.3 All payments shall be made payable to the City of Lakewood; 6000 Main Street, Lakewood, WA 98499. The City of Lakewood will provide an invoice to Steilacoom. Payment is due no later than thirty (30) days after receipt of the invoice.

ITEM SIX. Compliance with Laws. The Contractor shall comply with and perform the animal control services in accordance with all applicable federal, state and local laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing, or hereafter adopted or amended by the specific municipality in which services are being provided.

ITEM SEVEN. Warranty. The Contractor warrants that its officers have the requisite training, skill and experience necessary to provide the services. The Contractor agrees to provide services at the time agreed upon by the parties and in a manner consistent with standards of care related to animal control services and according to the standards and policies of the City of Lakewood.

ITEM EIGHT. Indemnification.

- 8.1 Contractor Indemnification. The Contractor agrees to indemnify, defend and hold Steilacoom, their elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all person or entities, including, without limitation, their respective agents, licenses, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by

the Contractor's breach of this Agreement.

8.2 City Indemnification. Steilacoom agrees to indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors, or omissions of the Town of Steilacoom, its employees or agents.

ITEM NINE. Non-Discrimination. Parties shall not discriminate in any manner on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services.

ITEM TEN. Insurance. The Contractor agrees to carry, at a minimum, general liability with combined single limits of liability not less than \$1,000,000 for damages sustained by reason or in the course of operation under this Agreement, whether occurring by reason of acts, errors or omissions of the Contractor.

The Contractor shall provide certificates of insurance, concurrent with the execution of this Agreement, evidencing such coverage and, at either party's request, furnish the requesting party with all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing they may not be materially amended during the Term of this Agreement, except after thirty (30) days prior written notice to the parties.

The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

ITEM ELEVEN. Books and Records. The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by either party to assure proper accounting of all funds paid pursuant to this Agreement. Specifically, the Contractor will provide monthly reports on revenue and service levels. These records shall be subject, at all reasonable times, to inspection, review or audit by party, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

ITEM TWELVE. Entire Agreement. This Agreement contains the entire understanding of the parties hereto in respect to the transaction contemplated hereby and supersedes all prior agreements between the parties with respect to such subject matter.

ITEM THIRTEEN. Amendment. Modification or Waiver. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of any party shall not affect or impair any right arising from any subsequent default. Nothing herein shall limit the

remedies or rights of the parties hereto pursuant to this Agreement.

ITEM FOURTEEN. Assignment. Neither party shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

ITEM FIFTEEN. Applicable Law. This Agreement and the right to the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be Pierce County, State of Washington.

ITEM SIXTEEN. Costs to Prevailing Party. In the event of such litigation or other legal action to enforce any rights, responsibilities or obligations under this Agreement, the prevailing party shall be entitled to receive its reasonable costs and attorney's fees.

ITEM SEVENTEEN. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

ITEM EIGHTEEN. Administration of Agreement. This Agreement shall be administered by Paul Loveless, Town Administrator, on behalf of the Town of Steilacoom and by the City Manager of the City or designee on behalf of the City of Lakewood. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

City of Lakewood  
Lakewood City Hall  
6000 Main Street SW  
Lakewood, WA 98499

Town of Steilacoom  
1030 Roe Street  
Steilacoom, WA 98388

ITEM NINETEEN. Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties who agree that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ITEM TWENTY. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

THE CITY OF LAKEWOOD

THE TOWN OF STEILACOOM

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

By: \_\_\_\_\_  
Dick Muri, Mayor

Attest:

Attest:

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

\_\_\_\_\_  
Paul Loveless, Town Clerk

Approved As To Form:

Approved As To Form:

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

\_\_\_\_\_  
Town Attorney

## Attachment A

### Annual charges for Lakewood Animal Control

Charges are on a per capita basis and are based on population as provided by the Washington State Office of Financial Management. The amount was determined by historical costs for total animal control services and includes salary and benefits, equipment, training, clerical support, and administrative oversight.<sup>1</sup> Charges will increase at a rate of 2% per year to account for increases in costs to the City of Lakewood.

Cost per capita: \$3.33

Steilacoom population (2023): 6,727

2023 Annual cost (excluding financial processing fee): \$22,401

Financial processing fee: \$2,000 per year

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Total annual cost for services: \$24,401

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<sup>1</sup> Because Humane Society contracts are negotiated separately, those costs are not included in this attachment and those services and Humane Society services are not a part of this agreement.

# REQUEST FOR COUNCIL ACTION

**DATE ACTION IS REQUESTED:**

March 20, 2023

**TITLE:** Approving an Intergovernmental Agreement with the City of DuPont for animal control services

**TYPE OF ACTION:**

— ORDINANCE

— RESOLUTION

**REVIEW:**

**ATTACHMENT:**  
Contract

X MOTION 2023-33

— OTHER

**SUBMITTED BY:** Chris Westby

**RECOMMENDATION:** It is recommended that the City Council authorize the execution of an intergovernmental agreement with the City of DuPont for animal control services.

**DISCUSSION:** The agreement is a renewal of an existing agreement that has been in place for three years. The terms of service remain the same with the only difference being the increased cost for services to account for our increased costs for personnel.

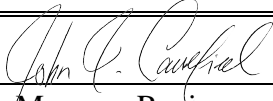
**ALTERNATIVE(S):** The Council could choose not to renew the agreement at this time.

**FISCAL IMPACT:** The total annual cost for services is \$35,900.

Chris Westby

Prepared by

Department Head

  
City Manager Review



**INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL CONTROL SERVICES**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between by the City of Lakewood, a municipal corporation (Contractor) and The City of DuPont, a municipal corporation (DuPont).

WHEREAS, the parties hereto have determined that it would be in the best interest of the citizens within their respective jurisdictions to enter into an agreement to provide animal control services in the absence of assistance from the Tacoma-Pierce County Humane Society Shelter; and

WHEREAS, DuPont agrees to share in the costs and the services of Animal Control and Rescue Officers employed by the City of Lakewood by paying costs proportional to services received; and

WHEREAS, the Animal Control and Rescue Officers time will be allocated proportionally as detailed in Attachment A to be determined annually; and

WHEREAS, the City of Lakewood is willing and able to provide animal control and rescue services.

NOW, THEREFORE, the Parties agree as follows:

ITEM ONE. Scope of Services. The City of Lakewood, hereinafter referred to as Contractor, shall provide the following type of animal control services to The City of DuPont, hereinafter referred to as DuPont:

- a. Enforcement of animal control laws including testimony at subsequent related hearings;
- b. Coordination of animal licensing subject to Section 5.2 of this Agreement;
- c. Securing aid for any injured animals;
- d. Removal of dangerous or potentially dangerous domestic animals; and
- e. Removal of dead animals from private property. Parties agree to coordinate removal of dead animals from public property through their public works or other assigned departments.

DuPont agrees to hold its own hearings and otherwise agrees to provide a hearings examiner, to schedule, mail notification, hold and track related hearings. Costs associated with hearings and related appeals are the responsibility of DuPont.

The Contractor will provide the required office space, supplies, and related equipment necessary to accomplish the animal control program. The parties agree to work together to establish hours of service for Animal Control Officers.

ITEM TWO. Time and Manner of Performance. The Contractor shall perform animal control services in a timely manner based upon hours of operation agreed upon by the parties. To facilitate this agreement, DuPont shall grant a limited commission to both of the City of Lakewood Animal Control Officers upon execution of this agreement for the duration of the contract.

ITEM THREE. Term. The term of this Agreement shall run for three (3) years from the date of execution of this agreement. In the absence of written termination by either party, the Agreement shall continue from year to year. This Agreement shall be reviewed annually to discuss work sharing and costs.

ITEM FOUR. Termination. Prior to the expiration of the Term, this Agreement may be terminated immediately with or without cause by either party. The Contractor may cancel this Agreement only upon ninety (90) days prior written notice to the parties. In the event of such early termination, the total compensation owed the Contractor shall be prorated.

ITEM FIVE. Compensation.

- 5.1 DuPont will pay an assessment to cover the costs of animal control activities to include costs related to salaries, benefits and overtime, support staff, equipment and supplies, training and travel expenses, licensing and fleet costs related to this agreement as reflected in Attachment A.
- 5.2 All licensing for the City of DuPont shall be conducted solely by that City.
- 5.3 All payments shall be made payable to the City of Lakewood; 6000 Main Street; Lakewood, WA 98499. The City of Lakewood will provide an invoice to DuPont. Payment is due no later than thirty (30) days after receipt of the invoice.

ITEM SIX. Compliance with Laws. The Contractor shall comply with and perform the animal control services in accordance with all applicable federal, state and local laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing, or hereafter adopted or amended by the specific municipality in which services are being provided.

ITEM SEVEN. Warranty. The Contractor warrants that its officers have the requisite training, skill and experience necessary to provide the Services. The Contractor agrees to provide services at the time agreed upon by the parties and in a manner consistent with standards of care related to animal control services and according to the standards and policies of the City of Lakewood.

ITEM EIGHT. Indemnification.

- 8.1 Contractor Indemnification. The Contractor agrees to indemnify, defend and hold DuPont, their elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and

all attorney fees) to or by any and all person or entities, including, without limitation, their respective agents, licenses, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Agreement.

- 8.2 City Indemnification. DuPont agrees to indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees or representatives, arising from, resulting from or connected with this Agreement to the extent caused by the negligent acts, errors, or omissions of the City, its employees or agents.

ITEM NINE. Non- Discrimination. Parties shall not discriminate in any manner on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services.

ITEM TEN. Insurance. The Contractor agrees to carry, at a minimum, general liability with combined single limits of liability not less than \$1,000,000 for damages sustained by reason or in the course of operation under this Agreement, whether occurring by reason of acts, errors or omissions of the Contractor.

The Contractor shall provide certificates of insurance, concurrent with the execution of this Agreement, evidencing such coverage and, at either party's request, furnish the requesting party with all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing they may not be materially amended during the Term of this Agreement, except after thirty (30) days prior written notice to the parties.

The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

ITEM ELEVEN. Books and Records. The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by either party to assure proper accounting of all funds paid pursuant to this Agreement. Specifically, the Contractor will provide monthly reports on revenue and service levels. These records shall be subject, at all reasonable times, to inspection, review or audit by party, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

ITEM TWELVE. Entire Agreement. This Agreement contains the entire understanding of the parties hereto in respect to the transaction contemplated hereby and supersedes all prior agreements between the parties with respect to such subject matter.

ITEM THIRTEEN. Amendment, Modification or Waiver. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's duly authorized representative(s) ad specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of any party shall not affect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereto pursuant to this Agreement.

ITEM FOURTEEN. Assignment. Neither party shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

ITEM FIFTEEN. Applicable Law. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be Pierce County, State of Washington.

ITEM SIXTEEN. Costs to Prevailing Party. In the event of such litigation or other legal action to enforce any rights, responsibilities or obligations under this Agreement, the prevailing party shall be entitled to receive its reasonable cost and attorney's fees.

ITEM SEVENTEEN. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

ITEM EIGHTEEN. Administration of Agreement. This Agreement shall be administered by Douglas Newman, Chief of Police, on behalf of the City of DuPont and by the City Manager of the City or designee on behalf of the City of Lakewood. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

City of Lakewood  
6000 Main Street SW  
Lakewood, WA 98499

City of DuPont  
1700 Civic Drive  
DuPont, WA 98327

ITEM NINETEEN. Severability. Any provision or party of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties who agree that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ITEM TWENTY. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

THE CITY OF LAKEWOOD

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

Attest:

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

Approved As To Form:

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

THE CITY OF DUPONT

By: \_\_\_\_\_  
Ronald Frederick, Mayor

Attest:

\_\_\_\_\_  
Karri Muir, City Clerk

Approved as To Form:

\_\_\_\_\_  
Gordon Karg, City Attorney

## Attachment A

### Annual charges for Lakewood Animal Control

Charges are on a per capita basis and are based on population as provided by the Washington State Office of Financial Management. The amount was determined by historical costs for total animal control services and includes salary and benefits, equipment, training, clerical support, and administrative oversight.<sup>1</sup> Charges will increase at a rate of 2% per year to account for increases in costs to the City of Lakewood.

Cost per capita: \$3.33

Dupont population (2023): 10,180

2023 Annual cost (excluding financial processing fee): \$33,900

Financial processing fee: \$2,000 per year

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2023 Total annual cost for services: \$35,900

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<sup>1</sup> Because Humane Society contract are negotiated separately, those costs are not included in this attachment and those services and Humane Society services are not a part of this agreement.

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> March 20, 2023	<b>TITLE:</b> Authorizing funding in the amount of \$50,000 for Springbrook Connections office space and operational support in 2023.	<b>TYPE OF ACTION:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION NO. 2023-34 <input type="checkbox"/> OTHER
<b>REVIEW:</b> February 21, 2023 Study Session March 6, 2023	<b>ATTACHMENTS:</b>	

**SUBMITTED BY:** Tiffany Speir, Long Range & Strategic Planning Manager, ARPA Program Manager

**RECOMMENDATION:** It is recommended that the City Council consider Motion 2023-34 in accordance with Ordinance 759 and subsequent ARPA funding City Council actions to appropriate ARPA funds in support of Springbrook Connections' 2023 costs of office space and operational support at the Center Force Building (rent and utilities, program supplies and staffing for ongoing community outreach and referral services; mailboxes for homeless individuals; and monthly meetings and annual programs managed and maintained by the Springbrook Connections organization. Annual programs include free community meals, ongoing access to free resources (clothes, baby supplies, food), summer youth programs, community garden and seasonal events.

**DISCUSSION:** On February 21, the City Council reviewed the request from Springbrook Connection for ARPA funding of its 2023 use of the Centerforce Building. On March 6, the Council directed that a motion be brought for approval on March 20.

**ALTERNATIVE(S):** The City Council could choose not to approve this motion.

**FISCAL IMPACT:** The total cost is \$50,000, all of which would be covered by ARPA funds.

Prepared by:  Tiffany Speir, Long Range & Strategic Planning Manager, ARPA Program Manager	 City Manager Review
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# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> March 20, 2023	<b>TITLE:</b> Authorizing the City Manager to execute a collective bargaining agreement with the Lakewood Police Management Guild.	<b>TYPE OF ACTION:</b>  <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION NO. 2023-35 <input type="checkbox"/> OTHER
<b>REVIEW:</b> March 13, 2023	<b>ATTACHMENTS:</b> Labor Agreement	

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

**RECOMMENDATION:** It is recommended the City Council authorize the City Manager to execute a collective bargaining agreement negotiated between the City of Lakewood and the Lakewood Police Management Guild (LPMG). This action would also amend previously adopted Ordinances which identify Lieutenant salaries and benefits.

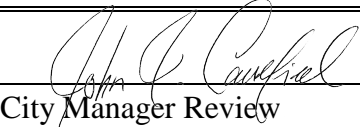
**DISCUSSION:** Representatives for the City of Lakewood and the Lakewood Police Management Guild (LPMG) have been formally negotiating for the past several months the fourth collective bargaining agreement since the LPD Lieutenants bargaining unit was recognized by PERC in February 2013. LPMG currently represents five fully commissioned Police Lieutenants.

The parties have successfully reached tentative agreements and LPMG has ratified the draft labor agreement. The major provisions of the new agreement are listed below.

- Term of Agreement: Five Years (01-01-2023 to 12-31-2027).
- An 11.5% pay adjustment for 2023, and increases based on 100% of the Seattle-Tacoma-Bellevue CPI-U, June-June, with a 2% minimum and 6% maximum for 2024-2026, and 3% minimum and 6% maximum for 2027.
- Increases Command Duty Officer (CDO) pay from 4% to 5%.
- Adds 7% PC FIT Response pay for CID Lieutenant assigned as PC FIT Commander.
- Adds Juneteenth paid holiday.
- Revises disciplinary document retention language to be consistent with State law.

**ALTERNATIVE(S):** The Council could decide not to authorize execution of the Lakewood Police Management Guild Agreement, however this is not recommended.

**FISCAL IMPACT:** Adoption of this Motion will create an additional fiscal impact of approximately \$1, 087,607 to \$1,583,025 for the term of the agreement.

Mary McDougal, Human Resources Director Prepared by	 City Manager Review
_____ Department Director	



# COLLECTIVE BARGAINING AGREEMENT

By and Between

City of Lakewood

and

Lakewood Police Management Guild

**January 1, 2023 through December 31, 2027**

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## **–PREAMBLE–**

The Lakewood Police Management Guild and the City of Lakewood, Washington, mutually recognize the importance of ensuring the highest level of public service. The parties agree that it is of paramount importance that they constantly and vigilantly work to further this goal. The parties are dedicated to provide the best possible police protection to the citizens of Lakewood, and have entered into this collective bargaining agreement, hereinafter referred to as Agreement, to set forth their complete agreement in a spirit of cooperation and collaboration in an effort to further this goal.

## **–ARTICLE 1 • RECOGNITION–**

**1.01 Definition of Bargaining Unit.** The City of Lakewood, hereinafter referred to as City, recognizes the Lakewood Police Management Guild, hereinafter referred to as Guild, as the exclusive bargaining representative for all full-time, fully commissioned managerial law enforcement officers of the Lakewood Police Department, hereinafter referred to as Department. This bargaining unit solely includes officers at the rank of Lieutenant as certified by the Public Employment Relations Commission Case Number 25322-E-12-3760, February 5, 2013.

## **– ARTICLE 2 • GUILD BUSINESS–**

**2.01 Membership Dues Deductions and Revocations.**

- A.** Upon receipt of notice from the Guild of written, electronic, or recorded voice authorization by a bargaining unit employee, the City agrees to deduct from the wages of the employee the sum certified as the initiation fee and dues each month and to forward the sum to the Guild, or a designated banking institution.
- B.** If the City receives a request for authorization of deductions from an employee, the City shall forward the request to the Guild.
- C.** The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization.
- D.** An employee's request to revoke authorization for payroll deduction must be in writing and submitted by the employee to the Guild in accordance with the terms and conditions of the authorization.

- E. If the City receives a request to revoke authorization of deductions from an employee, the City shall forward the request to the Guild.
- F. Upon receipt of notice from the Guild that an employee has revoked authorization for deductions, the City shall end the deduction no later than the second payroll after receipt of the notice.
- G. If any employee does not have a check coming to him/her or the check is not large enough to satisfy the deductions, no deductions shall be made from the employee for that calendar month.

**2.02 Hold Harmless.** The Guild agrees to indemnify and hold harmless the City for any claims, demands, suits, or other form of liability instituted against the City by third parties for any action taken or not taken by the City in order to comply with the provisions of this Article.

**2.03 Designated Representative.**

- A. The Guild President, or any other members of the Guild appointed by the President, shall be recognized by the City as the official representatives of the Guild for the purpose of bargaining or resolving grievances with the City.
- B. Members of the Guild selected to serve as authorized representatives of the Guild shall be certified in writing by the Guild President to the City. It is recognized that from time to time it may be necessary for Guild representatives to meet with City representatives or attend City-wide Committee meetings (e.g., Employee Committee). In such instances, the Department shall afford Guild representatives a reasonable amount of time while otherwise on-duty, provided that the Guild representatives contact their immediate supervisor(s), and indicate the general nature of the meeting to be attended. Whenever the City reasonably determines the timing of a meeting will interfere with Department operations, the parties will agree upon a mutually agreeable time for the meeting. In addition, the City recognizes that occasionally it will be necessary for a representative to take reasonable periods of time while on duty in order to administer the Agreement. Such time will only be taken with advance approval (which will not be unreasonably withheld) of the City, and will be scheduled so as to minimize any operational impact on the City and on other on-duty employees.

**2.04 Negotiations.** The Guild's official representatives for purposes of negotiating will meet with the City at mutually agreed upon times. The City will allow up to three (3) of the Guild's official representatives to attend negotiating sessions without loss of pay if those representatives would be on duty when the negotiations are scheduled.



## **–ARTICLE 3 • MANAGEMENT RIGHTS–**

- 3.01 Retention of Rights.** Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its lawful and exclusive rights, decision making prerogatives, functions, and authority connected with its responsibility to manage its affairs or any part thereof and not specifically limited by this Agreement or by law. The City does not waive any rights by the exercise or non-exercise of any rights or powers granted by this Agreement.
- 3.02 Management Rights.** 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, supervise and direct the workforce, establish the qualifications for employment, recruit, hire, fill vacancies, and assign employees.
  - C.** The City has the right to determine the need for and schedule overtime work.
  - D.** The City has the right to establish work and performance standards and to evaluate employees' competency and performance of their work assignments.
  - E.** The City has the right to determine the equipment, organization and number of personnel by which such operations and services shall be made or purchased.
  - F.** 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 Guild with the opportunity to bargain.
  - G.** 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.
  - H.** 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.

- I. The City has the right to change or eliminate existing methods, equipment or facilities, provided such change does not substantially negatively impact officer safety.
  - J. The City shall have the right to take any and all actions necessary in the event of an emergency. Such right shall only extend for the duration of the emergency.
- 3.03 Mandatory Subjects of Bargaining.** The parties recognize that the City may perceive a need to make operational changes in areas that are not covered by the above management rights and responsibilities, or otherwise precluded by this Agreement. In the event the City desires to make such a change in a mandatory subject of bargaining, the City shall give the Guild at least twenty (20) calendar days' notice of the desired change. The Guild may request bargaining of the issue, and the City thereafter will negotiate with the Guild in an effort to resolve the issue. Should resolution not be achieved, either party may request the assistance of PERC. If mediation is unsuccessful, the issue will be expeditiously taken to interest arbitration pursuant to the standards contained in RCW 41.56.

## **–ARTICLE 4 • EMPLOYMENT PRACTICES–**

- 4.01 Vacancies and Promotions.** Vacancies shall be filled and promotions made in accordance with Lakewood Civil Service Rules.
- 4.02 Probationary Period.** All newly hired and promoted employees must serve a probationary period, during which the newly hired employee may be terminated or the promoted employee may be demoted at the discretion of the City. The probationary period for new hires and upon promotion shall be one year from the date of appointment. 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 discharged during their initial probationary period or are demoted during the promotional probationary period for not meeting the requirements of the classification.
- 4.03 Extension of Probationary Period.** The probationary period shall be extended for the number of work days an employee was absent or on temporary modified duty status in excess of 10 work days during the probationary period. In the event of extenuating circumstances, the City may extend an employee's probationary period for up to six additional months with prior concurrence of the Guild.

#### **4.04 Seniority.**

- A.** “Departmental Seniority” is defined as total service as a fully commissioned police officer in Washington State for those employees hired before January 1, 2005, and as total service as a fully commissioned police officer with the City of Lakewood Police Department for employees hired thereafter.
- B.** “Classification Seniority” shall accrue from the effective date of regular appointment or promotion to Lieutenant. Employees shall not attain classification seniority until completion of the probationary period at which time classification seniority shall relate back to the most recent date of appointment to Lieutenant.
- C.** An employee shall not accrue seniority during an unpaid leave of absence in excess of thirty (30) calendar days, except as mandated by law for military leave.
- D.** Seniority for individuals having the same date of appointment shall be based on their civil service standing, with the person attaining the highest ranking on the eligibility list having the greatest seniority.
- E.** Previous employees rehired by the City shall be credited with prior year(s) of service for the purposes of leave accrual, excluding any temporary/seasonal employment.

#### **4.05 Loss of Seniority.**

An employee shall lose all accrued seniority for the following reasons:

- A.** If the employee voluntarily resigns; or
- B.** The employee retires; or
- C.** The employee is discharged for cause; or
- D.** 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
- E.** 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; or
- F.** If the employee fails to timely return from a leave of absence.

**4.06 Layoffs.** Should it become necessary to have a reduction in force, it shall be the responsibility of the City to determine job classifications in which layoffs are to occur. Employee layoffs shall be made on the basis of classification seniority. An employee who is laid off shall be permitted to bump to any classification which the laid off employee has previously held, as provided below.

**4.07 Bump Back Privileges.**

- A. As provided in the LPIG collective bargaining agreement.
- B. In the event an employee is promoted to a position outside of the bargaining unit, that employee will be allowed to bump back to the next lesser rank within the bargaining unit in the event of layoff, voluntary reduction, or reduction in rank (including demotion). The classification seniority of employees who are bumping back shall include their previous time in grade at the position they are bumping back to plus their time in grade at the higher position(s).

**4.08 Recall.** Employees laid off in accordance with the provisions of this Article will be offered reinstatement into future vacancies of the same classification in the inverse order of layoff, for a period of one year from the date of layoff provided that at the time of recall the laid-off employee has maintained the mental and physical fitness necessary to perform the job. An employee who has been laid off must keep the City informed of his/her current address and phone number. An employee shall be removed from the reinstatement list:

- A. 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
- B. 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.
- C. If the employee rejects an opportunity for reinstatement.

**4.09 Effect of Personnel Policies and Procedures.** Unless otherwise specified in this Agreement, work rules or conditions and benefits shall be in accordance with Departmental and City personnel policies, procedures and/or practices, as currently in effect or as hereafter adopted or amended.

- A. If the City proposes a universal City policy (applicable to all City employees including Guild members) or a Department policy, the City shall provide the Guild draft language prior to finalization. The City shall

provide a reasonable notice period (not less than 30 calendar days) and an opportunity to respond.

- B. If the Guild does not respond, the City shall apply the adopted City policy to bargaining unit members, unless there are provisions in this Agreement that supersede or contradict such policy. If the Guild requests bargaining, and bargaining is required, then the parties shall bargain the matter in good faith in accordance with this Agreement.

**4.10 Equal Employment Opportunity.** The Guild and the City mutually agree there shall be no unlawful discrimination because of race, creed, color, ethnicity, national origin, gender, sexual orientation, age, marital status, or disability, except for bona fide occupational qualifications. Claims of unlawful discrimination shall be processed privately by employees through administrative agencies or the court and will not be subject to the grievance procedure.

## **–ARTICLE 5 • DISCIPLINE AND DISCHARGE–**

### **5.01 Discipline and Discharge.**

- A. The parties recognize the essential purpose of any law enforcement agency is to enforce the criminal laws. Moreover, the parties recognize the courts have held it would substantially impair law enforcement agencies if they were required to employ individuals within their ranks who have violated the very laws said agencies are charged with enforcing.
- B. The parties recognize the right of the City to discharge, suspend, demote or otherwise discipline an employee for just cause; provided the discharge of a newly-hired probationary employee or demotion of a newly promoted probationary employee does not require just cause and will not be subject to the grievance procedure.
- C. Written disciplinary actions shall be documented and a copy delivered to the employee. The employee shall sign and date, indicating receipt of the documentation. Signing of the documentation will not indicate agreement with the discipline. The date for the timely filing of a grievance protesting the discipline shall be measured from the date of delivery of the disciplinary documentation to the employee. A copy of the disciplinary action will be placed in the employee's official personnel file.

### **5.02 Mandatory Discipline Retention Schedule.**

- A. As required by RCW 43.110.135, all misconduct and equal opportunity complaints, progressive discipline imposed including written

reprimands, supervisory coaching, suspensions, involuntary transfers, investigatory files, and other disciplinary appeals and litigation records will be maintained while the officer is employed and for ten (10) years thereafter.

- B. Documentation from the supervisor's red file will be attached to the employee's annual performance review and filed in their personnel file in Human Resources. This documentation may not be used for progressive discipline once it has been removed from the supervisor's red file, but will be maintained in the personnel file while the employee is employed by the City and for ten (10) years after separation as required by RCW 43.110.
- C. Upon receipt of a public disclosure request which may result in the disclosure of personnel records listed in Section A above, the City will copy the employee(s) and the Guild President on the receipt letter send to the requestor (the "Five Day Letter"). This includes but is not limited to requests pursuant to the Public Disclosure Act and discovery demands in the context of litigation.

**5.03 Off-Duty Misconduct.** An employee who engages in off-duty misconduct may be subject to discipline when the off-duty misconduct would, if known, negatively impact either the Department or the officer's ability to perform his/her duties.

**5.04 Disciplinary Investigations.** This Section does not apply to on-scene law enforcement investigations occurring at the time police services became involved in an event. The following procedures apply to follow-up or subsequent investigations of complaints of misconduct conducted by the Lakewood Police Department. In such administrative investigations, the following guidelines shall be followed:

- A. "Interview" as used herein shall mean any questioning by an agent of the City who is conducting an investigation (as opposed to a routine inquiry) of the employee being interviewed, when the agent knows (or reasonably should know) that the questioning could result in serious employee discipline. Serious employee discipline means discipline involving the loss of pay. This section shall not apply to an investigation concerned solely and directly with alleged criminal activities.
- B. At least forty-eight hours before an interview, the employee shall be informed in writing of the nature of the matter in sufficient detail to reasonably apprise him/her of the factual basis of the matter. The employee shall be advised of their right to and shall be allowed Guild representation/attorney to the extent allowed by the law. The member may voluntarily waive the 48-hour period between the receipt of such

notification and the interview. In such instances, the waiver shall be in writing and a copy shall be forwarded to the Guild.

- C.** Any interview shall take place at the City, except when impractical. Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. If the interview occurs during off-duty time of the Guild member being interviewed, the Guild member shall be compensated for any off-duty time in accordance with this Agreement.
- D.** The questioning shall not be overly long and the employee shall be entitled to such intermissions as are reasonably necessary.
- E.** The employee shall not be subjected to any offensive language or abusive questioning, nor shall he/she be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his/her resignation.
- F.** The City shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment, nor shall such evidence be offered at any disciplinary hearing without stipulation of the parties.
- G.** The Department may, and upon request will, tape record any interrogation. Upon request, a copy of the tape/transcript (if made) will be provided to the officer.
- H.** Any final disciplinary decision shall be announced within nine months of the time that the City undertakes the investigation. The Guild will not unreasonably deny requests for additional time.
- I.** An employee shall be permitted to read any adverse material affecting his/her employment before it is placed in the City's official personnel file.
- J.** Employees have no reasonable expectation of privacy in City property, including such things as desks, computers, file cabinets (excluding Peer Support records), lockers and vehicles, provided that employees retain a right of privacy in the personal possessions contained therein. Absent permission of the employee, no locker or vehicle search (excluding regularly scheduled vehicle inspections) shall be conducted unless in the presence of a Guild representative. Any removed items shall be inventoried.
- K.** If an employee is interviewed as part of a criminal investigation, the employee being investigated for alleged criminal activity will be advised (1) that they are free to leave the interview at any time; and (2) they are not compelled by their employment to answer any questions during the interview. In the event the employee elects to remain in the



interview after receiving the above advisement, the Guild representative will leave the interview.

## **–ARTICLE 6 • WAGES–**

**6.01 Salary Schedule.** Employees covered by this Agreement shall be compensated in accordance with the salary schedule identified below, with the 2023 salary schedule retroactive to January 1, 2023, except that employees who have left employment more than sixty (60) days prior to the date the parties reach tentative agreement will not be eligible for retroactive pay:

Effective January 1, 2023 the salary schedule shall be:

Police Lieutenant	Step 1	(1 - 12 months)	\$13, 150	Monthly
Police Lieutenant	Step 2	(13 – 24 months)	\$13,800	Monthly

Effective January 1, 2024, the 2023 salary schedule shall be increased by 100% of the Seattle-Tacoma-Bellevue CPI-U, June-June, with a minimum of 2% and a maximum of 6%.

Effective January 1, 2025, the 2024 salary schedule shall be increased by 100% of the Seattle-Tacoma-Bellevue CPU-U, June- June, with a minimum of 2% and a maximum of 6%.

Effective January 1, 2026, the 2025 salary schedule shall be increased by 100% of the Seattle-Tacoma-Bellevue CPI-U, June-June, with a minimum of 2% and a maximum of 6%.

Effective January 1, 2027, the 2026 salary schedule shall be increased by 100% of the Seattle-Tacoma-Bellevue CPI-U, June-June, with a minimum of 3% and a maximum of 7%.

An employee shall be granted the first step increase in salary upon completion of twelve (12) months of “actual service” when hired at the first step of the range, and succeeding step increases shall be granted after twelve (12) months of “actual service” from the date of eligibility for the next step increase to the maximum of the range.

For lateral hires assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of “actual service” from the appointment date, then at succeeding twelve (12) month intervals to the maximum of the salary range.

- 6.02 Command Duty Pay.** The City shall increase each Lieutenant's base salary by 5% to offset time spent as a Command Duty Officer (CDO). The expectation is that each Lieutenant shall be placed on a CDO rotational assignment anticipated to be approximately 8 to 9 weeks per year.
- 6.03 Voluntary Employees' Beneficiary Association (VEBA) Contribution.** In lieu of Management Leave, the City will contribute annually the equivalent of 64 hours of pay to the employee's VEBA account. The initial contribution will be paid in the pay period following establishment of the VEBA and no later than the second pay period of the year for successive years.
- 6.04 PC FIT Response Pay.** The CID Lieutenant assigned as Commander to PC FIT shall be compensated an additional 7% of their monthly base salary.

## **–ARTICLE 7 • HOURS OF WORK–**

- 7.01 Generally.** This Article is intended to define the normal hours of work.
- 7.02 Hours of Work.** Schedules will be determined by operational need with recognition that five eights (8) and/or four tens (10) are the established work shifts.
- 7.03 Exempt Employees.** It is expected that full-time, exempt work schedules will normally consist of approximately 40 hours per week; however, emphasis is placed on meeting the responsibilities assigned to the position rather than on working a specified number of hours. The nature of responsibilities associated with exempt positions often requires greater than a 40-hour work week including evening and weekend work and considerable flexibility in work schedules to accommodate circumstances as necessary.

## **–ARTICLE 8 • PAID TIME OFF (PTO)–**

- 8.01 Paid Time Off (PTO).** 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 rates prorated for each payroll based upon departmental seniority years of service provided however that any employee who was hired by the City prior to January 1, 2005 and fully commissioned at the time of such hire will also accrue combination leave at the following annualized rates prorated for each payroll based upon all years worked as a fully commissioned police officer:

During the first year	216 hours of leave per year
After 1 <sup>st</sup> year through 4 years	240 hours of leave per year

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After the 4 <sup>th</sup> through 9 years	264 hours of leave per year
After the 9 <sup>th</sup> through 14 years	288 hours of leave per year
After the 14 <sup>th</sup> through 20 years	312 hours of leave per year
After 20 <sup>th</sup> year	336 hours of leave per year

- A. Any unused PTO shall be accumulated for succeeding years with a maximum accrual cap of 1,600 hours; however, as of the end of the calendar year, the maximum accrual amount carried over into the new year shall not exceed one thousand four hundred (1400) hours of leave that the employee accrues.
- B. PTO shall not be available for use during the first sixty (60) days of employment, except for illness. An employee who qualifies for use of PTO shall not be permitted to take unpaid leave.
- C. The use of PTO that was not bid is subject to the approval of an employee's supervisor and must be utilized in such a manner that service to the citizens is not disrupted.
- D. 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 based on the maximum carry over amount of no more than 1,400 hours at the employee's last regular rate of pay.
- E. In the event of a duty-related death of an employee as determined by the City, the deceased employee's beneficiary shall receive payment equal to 100% of such employee's then accrued and unused PTO bank based on the maximum carry over amount of no more than 1,400 hours at the employee's last regular rate of pay.
- F. Prior to each calendar year, the Guild shall designate whether 65% of PTO balances upon retirement will be paid into an approved VEBA (at the current rate of pay, and in lieu of a cash payout) for employees who retire during that calendar year.
- G. Prior to December of each calendar year, the Guild shall designate whether up to a maximum of 100 hours of PTO at the then current rate of pay will be paid into the VEBA. The actual number of hours shall be the same for all employees and shall be determined annually by the Guild. The Guild shall notify the City of the number of hours to be contributed by the end of November and the contribution will be made during December of each year.

**8.02 Holidays.** The following days are recognized as holidays:

<b><u>Commonly Called</u></b>	<b><u>Actual Calendar Holiday</u></b>
New Year's Day	First day of January
Martin Luther King Jr. Day	Third Monday of January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday of May
Juneteenth	Nineteenth of June
Independence Day	Fourth day of July
Labor Day	First Monday of September
Veterans' Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Friday following the fourth Thursday in November
Christmas Day	Twenty-fifth day of December

Employees on the patrol schedule shall recognize the actual calendar holiday (midnight to midnight, 0000 to 2359). For all other bargaining unit employees, the recognized holidays shall be as specified above, with the provision that whenever any designated holiday falls upon a Sunday, the following Monday shall be the recognized holiday, and whenever any designated holiday falls upon a Saturday, the preceding Friday shall be the recognized holiday. The decision of whether an employee will be required to work on a recognized holiday will be made by the City.

- A.** Employees shall accrue and take holidays on a basis equivalent to the employee's regularly assigned shift hours (e.g., employees on 8-hour shifts shall accrue ten 8-hour holidays per calendar year and employees on 10-hour shifts shall accrue ten 10-hour holidays per calendar year, etc.).
- B.** When a recognized holiday falls on an employee's regularly scheduled workday, but the employee is given the day off, the employee shall receive their normal pay for all hours that the employee would normally be scheduled to work at the regular rate of pay for the holiday time off.
- C.** When a recognized holiday falls on an employee's regularly scheduled day off, the employee shall receive holiday leave hours in an amount equivalent to the employee's regularly assigned shift hours.
- D.** All holidays will be scheduled and taken within the calendar year earned, provided that any unused holiday hours accrued under Section D above shall be automatically cashed out at the employee's regular rate of pay (excluding acting pay and step up pay) in the first pay period of December each year with the exception of Christmas Day which shall either be taken in the second pay period of December or carried over into the next year's holiday bank. Non-patrol employees assigned to schedules of four 10-hour days or five 8-hour days are expected to take the recognized holiday off when it falls during their regular work schedule, but shall have the option of time off or payment as described above for those days falling on their

regularly scheduled days off. Upon termination of employment, the employee will be paid only for unused holidays that occurred on or before the date of termination.

- E. Employees regularly scheduled to work five 8-hour days will also be granted one 8-hour floating holiday. The floating holiday will accrue annually upon the employee's anniversary date and may not be accumulated.

## **–ARTICLE 9 • BEREAVEMENT LEAVE–**

- 9.01 Upon timely notification to the employee's supervisor or on-duty supervisor, up to three (3) working days without deduction from accumulated paid leave may be taken in the event of the death of the following members of the employee's family: spouse, child, parents, grandparents, grandchild, brother, sister, mother-in-law, father-in-law, stepchild, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. Upon returning to work, the employee may be required to provide management with the following information about the deceased: their full name, location of death (city, state), location of funeral (city, state), and the relationship to the employee.
- 9.02 Employees qualifying for bereavement leave may receive additional bereavement leave in the event of unusual circumstances or if travel is required to attend a funeral. The number of days allowed will be based on the individual circumstances surrounding the request, and will be approved at the discretion of the Chief.

## **–ARTICLE 10 • JURY DUTY–**

- 10.01 An employee required by law to serve on jury duty shall continue to be compensated at their 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 or 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. If an employee serves less than eight (8) hours, the employee may be required to report for work for any portion of their regularly scheduled shift during which they are 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 will contact their 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 their regular rate of pay for the full shift.
- D. The City may move employees temporarily to day shift for the period of jury service upon receiving notification from the employee.
- E. The fees, exclusive of mileage, shall be forwarded to the Finance Department.

## **–ARTICLE 11 • PERFORMANCE OF DUTY–**

- 11.01** Neither the Guild nor the City shall initiate, authorize, or participate in any strike, work stoppage, work slow-down, lock-out, or any other organized effort that interferes with the efficient operation of the Department. If any violation of this Article takes place, the Guild Executive Board will immediately notify employees so engaging in such activities to cease and desist, and that such work stoppage, slowdown, or strike is illegal and unauthorized. No employee shall refuse to cross any picket line when called upon to cross such picket line in the line of duty.
- 11.02** Employees covered by this Agreement who engage in any of the actions prohibited in this Article shall be subject to discipline, up to and including discharge.

## **–ARTICLE 12 • HEALTH AND SAFETY–**

- 12.01 Physical Fitness.** The City and the Guild agree the performance of Department duties requires that employees maintain physical fitness to perform the essential job functions with or without reasonable accommodation.
  - 12.02 Fitness for Duty.** A fitness for duty certificate signed by the consulting physician may be required upon return from a prolonged absence due to injury or illness, generally of at least two weeks' duration. When the Chief or designee has a reasonable basis for a concern that an employee cannot perform their essential job functions, a fitness for duty exam may be required. The City may require an examination at its expense, and on compensable time (including workers' compensation), performed by a physician of its choice, to determine when the employee is capable of performing the essential functions of the position, as well as any applicable limitations or restrictions.
  - 12.03 Temporary Modified Duty.** The City will consider temporary modified duty assignments for employees who are temporarily disabled from performing their
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regular duties due to injury, serious illness, or pregnancy, according to the City's temporary modified duty policy. Temporary modified duty assignments are at the sole discretion of the City. If there is no modified duty assignment reasonably available, the City is not required to create modified duty assignments.

- 12.04 On Duty Injury.** The City shall supplement all benefits and wages to 100% for any on duty injury for a period not to exceed six (6) calendar months or until the termination of the disability whichever comes first. At the expiration of the six (6) calendar months, the employee shall utilize paid leave if available to supplement time loss payments from workers' compensation. In no case may accrued leave be utilized to the extent that it would cause the employee's salary to exceed his or her regular rate of pay had the injury not occurred.

## **–ARTICLE 13 • GRIEVANCE PROCEDURE–**

- 13.01 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 Guild 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.

**Step 1:** A grievance may be presented to the Police Chief (or designee), with a copy to the Human Resources Director, by the Guild within ten (10) calendar days of the date when the Guild 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) calendar 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) calendar days of the Police Chief's response deadline.

The City Manager shall have fourteen (14) calendar days to review the grievance. The City Manager may elect to call a meeting with the Guild to provide insight into the grievance, in which event; the City



Manager shall have fourteen (14) calendar days to respond in writing.

**Step 3:** If the grievance is not settled at Step 2, the matter may be submitted by either of the signatory parties, in writing, to arbitration within thirty (30) calendar days of the date of the City Manager's deadline.

**13.02 Timeliness.** 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.

**13.03 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) calendar days of the suspension or termination. By mutual agreement, grievances may be initiated at any step in the grievance procedure.

**13.04 No Requirement to Grieve or Arbitrate.** The provisions of this Article shall not be interpreted to require that the Guild process any grievance through the grievance or arbitration procedure.

**13.05 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 arbitrate the matter under this Agreement.

## **–ARTICLE 14 • ARBITRATION–**

**14.01 Arbitration.** Only the Guild, and not individual employees, may take a matter to arbitration.

**14.02 Selection of Arbitrator.** The City and the Guild will endeavor to select a mutually acceptable arbitrator to hear the dispute. If the City and the Guild are unable to agree upon an arbitrator within seven (7) calendar days after receipt by the City of the written demand for arbitration, the Guild or the City may request a list of nine (9) Washington or Oregon arbitrators from the Federal Mediation and Conciliation Service. After receipt of the same, the

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parties will flip a coin to determine the order of striking and shall alternately strike the names of the arbitrators until one name remains.

- 14.03 Limitations on Arbitrator's Authority.** The arbitrator shall have not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award the arbitrator renders shall be final and binding upon the City and the Guild. The arbitrator's decision may not provide for retroactivity further than the time period specified in Step 1 above to the filing of the grievance.
- 14.04 Employee Rights.** Nothing in this Article prevents an employee from adjusting employment matters directly with their employer as to the extent provided by law.
- 14.05 Arbitration Expenses.** The fees and expenses of the Arbitrator shall be borne equally by the Guild and the City. Each side will pay its own attorneys/representatives, except that in the event the City unsuccessfully appeals to court a grievance arbitration award, the provisions of RCW 49.48.030 shall be applicable to the appeal.

## **–ARTICLE 15 • INSURANCE COVERAGE–**

- 15.01 Medical Insurance.** The City agrees to provide the option of medical insurance to all Guild employees and their dependents. The medical insurance plans which are in effect at the time of this Agreement are a choice of Regence HealthFirst250, High Deductible Health Plan (HDHP), or Kaiser Permanente 200, as offered through the Association of Washington Cities.

The City shall pay one hundred percent (100%) of the applicable tiered premiums for employee and dependent medical coverage for AWC HDHP including identified contributions to a Health Savings Account (HSA).

Alternative medical plans shall be offered however, the employee shall pay any premiums in excess of the equivalent of the HDHP premiums and HSA amounts as stated above. If premiums are less expensive, the employee may choose to have the difference placed into either a 457 deferred compensation plan or Flexible Spending Account (FSA).

The 2023 Premiums paid by the City and employee are identified in Appendix A.

- 15.02 Dental Insurance.** The City agrees to provide dental insurance for employees and their dependents. The City shall pay 100% of the premium for dental  
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coverage. The dental insurance plan in effect at the time of this Agreement is Washington Dental Service Plan E, as offered through the Association of Washington Cities.

**15.03 Orthodontia Insurance.** The City agrees to pay 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.

**15.04 Vision Insurance.** The City agrees to pay 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.

**15.05 Labor & Industries Insurance.** The City agrees to pay the applicable employer rate portion of the premium for L&I Insurance. The employee shall pay the applicable employee rate portion of the premium.

**15.06 Life Insurance.** The City agrees to pay 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.

**15.07 Survivor Income Life Insurance.** The City agrees to pay 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.

**15.08 Long-Term Disability Insurance.** The City agrees to pay 100% of the premium for the WACOPS Enhanced Plus long-term disability insurance policy.

**15.09 Equivalent Insurance Coverage.** The City has complete authority to change the plans under this Article, so long as the level of benefits and overall cost to employees remains principally the same as those which were provided by the above-indicated plans on the date of entry of this Agreement.

**15.10 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 City will contribute a flat rate of \$1,500 annually (prorated each pay period) into the employee's 457 deferred compensation account and/or a portion may be placed

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in the employee's Section 125 plan, in compliance with the requirements of the plan, at the discretion of the employee.

## **–ARTICLE 16 • RETIREMENT BENEFITS/DEFERRED COMPENSATION–**

### **16.01 Law Enforcement Officers and Fire Fighters Retirement Plan (LEOFF).**

All eligible employees shall be covered by the LEOFF Retirement Plan in accordance with the laws of the State of Washington for commissioned employees.

### **16.02 Social Security Alternate.** In lieu of Social Security, the City provides an alternative 401(a) defined contribution plan. The City shall contribute on behalf of each employee 4.77 percent of the employee's earnings up to the maximum Social Security annual limits. The employee will contribute 6.2 percent of the employee's earnings up to the maximum Social Security annual limits. The City shall provide Medicare contributions pursuant to federal law and the required employee contributions shall be deducted from employees' paychecks.

### **16.03 Deferred Compensation.** The City shall match the employees' contribution, by payroll deduction, to a qualified 457 deferred compensation plan in an amount up to but not to exceed six percent (6%) of the employee's base monthly pay rate.

## **–ARTICLE 17 • ALCOHOL & DRUG FREE WORK ENVIRONMENT–**

### **17.01 Prohibited Conduct.** Reporting to work under the influence of alcohol and/or illegal drugs, or the unauthorized use, sale, distribution, dispensation, manufacture or possession by an employee of illegal drugs is strictly prohibited and will result in disciplinary action, including immediate termination. For the purpose of this Article, use of substances that require a prescription or other written approval from a licensed physician or dentist for their use shall also be prohibited when used other than as prescribed.

### **17.02 Duty to Disclose.** Employees are expected to disclose the nature of their job duties to any prescribing physician and to inquire of the physician whether their use of the drugs prescribed might result in any impairment of their ability to perform the essential job functions. Each employee must advise the City if they are using prescription or over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate

machinery such as automobiles. Under appropriate circumstances the City may request the employee to provide written medical authorization from their physician to perform various essential job functions while using such drugs. The City reserves the right to restrict the work activities of any employee who is using legal drugs or prohibit any employee from working entirely while he or she is using legal drugs, if the employee cannot perform the essential job functions with or without reasonable accommodation.

**17.03 Voluntary Rehabilitation.** Any voluntary request by an employee for assistance with his/her own alcohol or drug abuse problem will remain confidential and shall not be used as the basis for any disciplinary action provided that the request for assistance is initiated prior to being identified as impaired through the procedures herein, and prior to the employee having engaged in any misconduct.

**17.04 Reasonable Suspicion Testing.** Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs, or is abusing the use of prescription or over-the-counter drugs, or is using illegal drugs, the City may require that the employee submit to discovery testing. Such tests include breath tests, urinalysis and/or blood screens to identify any involvement with alcohol or such drugs.

An employee who refuses to submit to discovery testing for alcohol and/or prohibited drugs where the City has reasonable suspicion shall be conclusively presumed to be under the influence of alcohol or a prohibited drug for the purpose of administering this Article, and therefore will be subject to discipline, including immediate discharge.

**17.05 Definitions.** For the purpose of administering this Article, the following definition of terms is provided:

**A. Reasonable Suspicion** means suspicion based on facts and reasonable inferences from those facts in the light of experience, that discovery testing will produce evidence of a violation of the Article by an employee. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to, any of the following:

1. Observable occurrences, such as direct observation of substance abuse and/or the physical symptoms of being under the influence of a dangerous substance; or
2. A report of substance abuse by an employee while at work provided by a reliable and credible source.

**B. Under the Influence** means a condition which: is the result of using alcohol, drugs, or other substances which impair the employee's ability to perform his or her job functions.

- C. Failing a Drug/Alcohol Test** means that the test result showed positive evidence of the presence of alcohol or a drug in an employee's system in violation of this Article. Failing a drug or alcohol test may also be referred to as "testing positive." "Failing" also includes the refusal to submit to testing or complying with the requirements of any portion of this Article. For the substances listed below, an employee will be considered to have failed at the following threshold levels:

Screening Drug	Confirmation Threshold*	Threshold*
Amphetamine	500	500
Methamphetamines	1000	500
Methaqualone	300	300
Cocaine	150	150
Marijuana/THC	50	15
Opiates	2000	2000
Phencyclidine (PCP)	25	25
Barbiturates	200	200
Benzodiazepines	200	200
Methadone	300	300
Oxycodone	300	300
Propoxyphene	300	300
Tricyclic Antidepressants	1000	1000

The parties agree to meet and determine potential testing levels for steroids.

\* All units are in ng

The level of the positive result for ethyl alcohol is 0.0004 gr/dl

- D. Illegal Drugs** means all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, for which sale, purchase, transfer, or unauthorized use or possession is prohibited or restricted under federal or state law.
- E. Medical Review Officer (MRO)** is a licensed physician responsible for receiving and interpreting laboratory results for drug tests, who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's positive test result together with the individual's medical history and any other relevant biomedical information.
- F. Over-the-Counter Drugs** are those drugs that are generally available without a prescription and are limited to those drugs that could reasonably be anticipated to impair the employee's ability to perform essential job functions.
- G. Prescription Drugs** are all drugs that could reasonably be anticipated to impair the employee's ability to safely perform the essential job functions,
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are used in the course of medical treatment, and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

**17.06 Testing Procedures.** If an employee is required to submit to a drug and/or alcohol test, the following procedure shall be followed:

- A. The employee shall be given notice of an opportunity to confer with a Guild representative, if one is readily available.
- B. The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee, to the test administrator. The Guild representative may be present during this discussion.
- C. The City may require breath, urine and/or blood samples.
- D. Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The City shall transport the employee to the collection site. The City and/or Guild representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the City when the urine specimen is given.
- E. All specimen containers, vials, and bags used to transport the specimen, shall be sealed to safeguard their integrity (upon request, in the presence of the City, employee and Guild representative) and proper chain-of-custody procedures shall be followed.
- F. Employees who test positive for drugs may request a second test of the remaining portion of the split sample at a laboratory chosen by the Guild for testing. The cost of this test will be paid by the employee. Failure to exercise this option may not be considered as evidence in arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City in conformance with the Americans with Disabilities Act (ADA) and Health Insurance Portability and Accountability Act (HIPAA).
- G. The employee and the Guild (upon consent of the employee) shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available. Such disclosure shall be in conformance with the ADA and HIPAA.
- H. If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry test. The specimen must show positive results at/within the limits defined in Section 19.5 C on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.

- 17.07** The City is a member of the Association of Washington Cities (AWC) Drug and Alcohol Consortium and uses the Medical Review Officer (MRO) designated by the Consortium to review all confirmed positive test results and communicate those results to the City. The MRO shall have the responsibility to determine for the employer when an individual has failed a drug test in accordance with the standards enumerated herein. The MRO shall retain all records of all positive tests for at least five years and records of all negative tests for at least one year.
- 17.08** If the results of the drug or alcohol test support a conclusion that the employee violated this Article, the employee shall be subject to discipline, including immediate discharge. If the results of testing do not confirm a violation of this Article, all test related records shall be considered confidential medical records of the employee.
- 17.09** Employees may be required to sign a limited medical release in conformance with this Article as a condition of employment.

## **–ARTICLE 18 • OUTSIDE EMPLOYMENT–**

- 18.01 Outside Employment.** A Guild member shall not accept employment outside the course of his/her official duties unless authorized in writing by the Police Chief or designee. Employees shall be authorized to work in outside employment only during their regular or scheduled time off. The Chief reserves the right to refuse any request for outside employment for reasonable cause. For purposes of this Agreement, outside employment falls into two categories, “extra-duty” and “off-duty.” Nonexclusive examples of reasonable cause include:

1. Interfering with the efficiency of law enforcement and public safety;
2. Interfering with the employee’s performance of regular police duties;
3. Detracting from the image of the police profession;
4. Involving work in a law enforcement or security capacity outside the corporate limits of the City of Lakewood unless authorized by both the Police Chief and the chief law enforcement officer (or his/her designee) in the jurisdiction where the employment is located;
5. Involving work in conjunction with or in any capacity with a tow company, bail bondsman, taxicab or ambulance company;
6. Involving work in a lounge, tavern, gaming establishment, or nightclub setting where alcoholic beverages are served. Exceptions will be made by the Chief or his/her designee for establishments listed by the Department as high crime bars, but the detail of officers will be for security in the parking lot of the establishment only. On-duty officers will go into bars only in response to on-going crime or as part of bar checks or sweeps;

City of Lakewood & Lakewood Police Management Guild Agreement 2023-2027



7. Following from or resulting in sick leave abuse or excessive absenteeism in an employee's primary police employment.

**18.02 Extra-Duty Employment** is special detail work available to bargaining unit members during their off-duty hours when the City contracts with private and public entities to provide police related services or assistance with their business or operations.

- A. The opportunity to work extra-duty is solely at the employee's discretion and is not mandatory. The Department functions as the point of contact with contracting organizations and manages the scheduling of Lieutenants. Employees remain bound by the policies, procedures and values of the City and the Department during extra-duty details.
- B. All City contracted extra-duty employment will be paid through the City payroll system. Employees who accept extra-duty will be compensated at a flat hourly rate as agreed between the Guild and the Chief (or designee) from time to time. Extra-duty compensation will be for actual hours worked. Hours worked for the contracting organization are not counted for purposes of overtime compensation, per 29 CFR 553.227. The City will be reimbursed for extra-duty costs by the contracting organization, including reimbursement for vehicles and payroll costs.
- C. Employees are required to wear Department uniforms for extra-duty unless otherwise authorized in writing by the Chief or designee. Employees may utilize City equipment while on extra-duty. Employees may utilize City vehicles for extra-duty only when such use is included in the City's agreement with the contracting organization.
- D. Employees are covered for workers' compensation while on extra-duty. The City shall indemnify and defend any employee against any claim or suit, where such claim or suit arose because such employee exercises his/her authority as a Lakewood Police Officer during extra-duty employment. The City shall pay on behalf of any employee in the bargaining unit any sums which the employee shall be legally obligated to pay as a result of that employee's reasonable and lawful activities and exercise of authority within the scope of his/her duties and responsibilities as a Lakewood Police Officer.
- E. It is understood that except as otherwise provided in this Agreement, the employee will not accrue or receive any major medical leave, combination leave, holiday benefits, or other benefits for hours worked at outside employment.
- F. Employees may not work extra-duty jobs while being compensated for a personal or family illness or disability leave.
- G. Employees who are on their initial probationary period shall not be eligible for extra-duty work, unless specifically exempted from this

City of Lakewood & Lakewood Police Management Guild Agreement 2023-2027

provision by the Chief. The City may suspend, deny or revoke extra-duty work privileges for reasonable cause.

- H. Scheduling of extra-duty work will be the responsibility of the Guild.
- I. The contracting of extra-duty employment of officers for public and private events is not a required police function. The Department reserves the right to suspend or discontinue the process at any time in the event it is not working as intended, or becomes too much of a burden on Department resources. Such decisions will be made at the sole discretion of the Chief.

**18.03 Off-Duty Employment** is when a bargaining unit member is employed directly by and paid directly by an outside employer during his/her off-duty hours. All scheduling of off-duty employment is the sole responsibility of the individual employee and shall be conducted so as not to interfere with any employee's on-duty hours of employment.

- A. Any use of department uniforms, vehicles and/or equipment for off-duty employment must be specifically authorized by the Chief.
- B. The City provides no workers' compensation coverage for off-duty employment.
- C. There shall be no obligation to defend and indemnify an officer for claims or suits arising from an officer's off-duty employment, unless otherwise required by law.
- D. The employee shall provide the Chief with information about any off-duty employment, including the name of the employer, a description of the business, the duties of the employee, and the expected hours of employment. The employee shall keep the Department informed of any change in the circumstances of employment.
- E. Before each new off-duty employment, an employee must obtain or have on file written authorization signed by the Chief or designee. Such authorization shall remain in effect unless there is a substantial change in circumstances.

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

The City shall adhere to City policy and 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 the employees shall each pay the portion of the premium for the Paid Family Medical Leave (PFML) program benefits as set forth in RCW 50A.04.

## **–ARTICLE 20 • CONTINUATION OF BENEFITS DURING MILITARY LEAVE–**

**20.01 USERRA Health Care Coverage.** Under the Uniformed Services Employment and Reemployment Rights Act (USERRA), when a person is absent from employment by reason of service in the uniformed services, the person may elect to continue coverage under the health plan provided through their employment for up to 24 months on a self-pay basis. This includes health care coverage for the employee and/or the employee's dependents. Because the City recognizes that it may place a financial burden on the employee to continue such coverage on a self-pay basis, the City agrees to offer dependent coverage during military leave as specified in this Article.

**20.02 City-Paid Dependent Coverage.** For any employee who meets the below eligibility requirements, and who chooses to continue the current health care coverage for his/her dependents while on military leave, the City agrees to continue to pay the employer portion of the health insurance premiums for the dependents while the employee is on active military duty.

### **20.03 Eligibility Requirements.**

- A.** The employee must be military retired or a military reservist who is ordered to report for involuntary active military duty by the United States government, (this may include being a member of the Army, Navy, Air Force, Marine Corps, Coast Guard and their Reserves; the Army and Air National Guards; the Public Health Service commissioned corps; and other categories designated by the President of the United States); and
- B.** The involuntary active military duty requires the employee to take a leave of absence from his or her City position; and
- C.** The employee has exhausted annual paid military leave as provided by RCW 38.40.060; and
- D.** The employee continues to contribute the employee portion of health insurance premiums for dependents as though the employee were still working.

### **20.04 Definitions.**

“Employer portion of health care benefits” means the City will continue to pay the same portion of premiums for health insurance coverage currently held by the employee's dependents as though the employee were still working full-time, plus the two percent administrative fee for USERRA continuation coverage.

## **20.05 Procedures.**

- A.** An employee who meets the above eligibility requirements who wishes to continue the current health care coverage for his/her dependents during military leave under this Article must submit a written request to the Human Resources Department with as much advance notice as is reasonably possible upon learning of scheduled military duty. The written request must include an attachment of military orders or such documentation of the upcoming period of active military duty as is readily available. The written request and documentation must be submitted prior to the military leave unless military authorities determine that military necessity precludes the employee from giving prior notice or it is otherwise impossible or unreasonable for the employee to provide such notice.
- B.** The employee called to active military duty may exercise this option for a maximum of 24 months, or the length of the active duty, whichever is less.

## **–ARTICLE 21 • MISCELLANEOUS CONDITIONS–**

- 21.01 Severability.** Should any provision of this Agreement, or its application to any person or circumstance, be held invalid by any court of competent jurisdiction, the remaining portions of this Agreement, or the application of provisions to any other person or circumstance shall be unaffected, and shall remain in full force and effect. Upon request of either party, the parties agree to meet and negotiate whether such invalid provision should be amended or replaced.
- 21.02 Entire Agreement.** The Agreement expressed here in writing constitutes the entire agreement between the parties and no express or implied statement or previous statement shall add to or supersede any of its provisions. The City and the Guild may meet to discuss non-mandatory subjects of bargaining as mutually agreed upon.
- 21.03 Labor Management Committee.** A Labor Management committee may be formed from time to time. Said committee will meet upon mutual agreement for the purpose of discussing issues that may arise between the parties.

## **–ARTICLE 22 • DURATION OF AGREEMENT–**

- 22.01** This Agreement shall be effective from January 1, 2023, through December 31, 2027.
- 22.02** Contract Negotiations – This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement or, after

December 31, 2027, until after thirty days written notice is given by either party to terminate this Agreement.

Dated this \_\_\_\_\_ day of March, 2023.

LAKEWOOD POLICE  
MANAGEMENT GUILD

APPROVED BY CITY COUNCIL  
CITY OF LAKEWOOD

\_\_\_\_\_  
Andy Gildehaus, Guild President

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

\_\_\_\_\_  
Jeremy Prater, Guild Vice President

ATTEST:

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

APPROVED AS TO FORM:

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

## APPENDIX A

2023 HEALTH INSURANCE MONTHLY PREMIUM RATES						
For LPMG						
HEALTHFIRST 250						
Coverage	2023 Rate (4.5% increase)	City Premium	City 457/FSA Contribution	City's Total Cost (4.5% increase)	Monthly Employee Premium	Semi- Monthly Employee Premium
Employee Only	\$854.62	\$844.30	\$0.00	\$844.30	\$10.32	\$5.16
Employee/Spouse	\$1,716.38	\$1,529.20	\$0.00	\$1,529.20	\$187.18	\$93.59
Employee/Spouse/1 Child	\$2,140.90	\$1,914.19	\$0.00	\$1,914.19	\$226.71	\$113.35
Employee/Spouse/2+ Children	\$2,491.88	\$2,244.52	\$0.00	\$2,244.52	\$247.36	\$123.68
Employee/1 Child	\$1,279.12	\$1,229.30	\$0.00	\$1,229.30	\$49.82	\$24.91
Employee/2+ Children	\$1,630.10	\$1,559.61	\$0.00	\$1,559.61	\$70.49	\$35.24
HIGH DEDUCTIBLE HEALTH PLAN						
Coverage	2023 Rate (4.5% increase)	City Premium	City HSA Contribution	City's Total Cost (4.5% increase)	Monthly Employee Premium	
Employee Only	\$594.30	\$594.30	\$250.00	\$844.30	\$0.00	
Employee/Spouse	\$1,195.86	\$1,195.86	\$333.34	\$1,529.20	\$0.00	
Employee/Spouse/1 Child	\$1,497.52	\$1,497.52	\$416.67	\$1,914.19	\$0.00	
Employee/Spouse/2+ Children	\$1,744.52	\$1,744.52	\$500.00	\$2,244.52	\$0.00	
Employee/1 Child	\$895.96	\$895.96	\$333.34	\$1,229.30	\$0.00	
Employee/2 Children	\$1,142.94	\$1,142.94	\$416.67	\$1,559.61	\$0.00	
KAISER 200						
Coverage	2023 Rate (7% increase)	City Premium	City 457/FSA Contribution	City's Total Cost (7% increase)	Monthly Employee Premium	
Employee Only	\$746.88	\$746.88	\$97.42	\$844.30	\$0.00	
Employee/Spouse	\$1,481.34	\$1,481.34	\$47.86	\$1,529.20	\$0.00	
Employee/Spouse/1 Child	\$1,856.08	\$1,856.08	\$58.11	\$1,914.19	\$0.00	
Employee/Spouse/2+ Children	\$2,230.86	\$2,230.86	\$13.66	\$2,244.52	\$0.00	
Employee/1 Child	\$1,121.66	\$1,121.66	\$107.64	\$1,229.30	\$0.00	
Employee/2+ Children	\$1,496.40	\$1,496.40	\$63.21	\$1,559.61	\$0.00	
Health care FSA contributions exceeding \$500 annually will be added to employee's pay.						
Washington Dental Services Plan E						
Coverage	2023 Rate (0% increase)	City Premium			Employee Premium	
Employee Only	\$49.66	\$49.66			\$0.00	
Employee/1 Dependent	\$92.32	\$92.32			\$0.00	
Employee/2+ Dependents	\$151.82	\$151.82			\$0.00	
Ortho Plan II						
Coverage	2023 Rate (0% increase)	City Premium			Employee Premium	
Employee Only	\$0.00	\$0.00			\$0.00	
Employee/1 Dependent	\$0.42	\$0.42			\$0.00	

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Employee/2+ Dependents	\$19.74	\$19.74	\$0.00
<b>Vision Service Plan</b>			
Coverage	2023 Rate (0% increase)	City Premium	<b>Employee Premium</b>
Employee Only	\$7.72	\$7.72	\$0.00
Employee/1 Dependent	\$15.44	\$15.44	\$0.00
Employee/2 Dependent	\$23.16	\$23.16	\$0.00
<b>EAP for Employees without City Medical Insurance</b>			
Coverage	2023 Rate (0% increase)	City Premium	<b>Employee Premium</b>
Full Family	\$1.49	\$1.49	\$0.00
<p>HealthFirst &amp; Kaiser premiums: According to the collective bargaining agreement (2020-2022), the City contributes the equivalent of the HDHP premium + HSA contribution with any difference up to \$500 deposited to an FSA for the employee as allowed by IRS rules or to the employee's 457 deferred compensation account (employee's choice).</p> <p>benefits/premium rates/2023/LPMG 10-13-22</p>			

## APPENDIX B

### COLLISION REVIEW PROCESS

#### 1. The parties hereby adopt the following policy:

The Lakewood Police Department recognizes the necessity to administratively review collisions involving LPD employees and vehicles, and take necessary action to minimize the dangers to employees and the public. To that end, the Collision Review Process is established.

#### A. Reports at the time of the collision:

1. The employee/driver will complete the City of Lakewood Vehicle Accident Report form. No General Report is written.
2. The officer investigating the collision shall complete the State Collision Report, if appropriate. The State Collision Report will be for internal use only and the involved employee's date of birth and driver's license number will be excluded. Collisions involving injuries or reportable levels of damage will be investigated by a traffic officer certified in advanced collision investigation.
3. The lieutenant involved in the collision shall forward copies of all reports to the Traffic Section Sergeant prior to the end of the shift during which the collision occurred.

#### B. Review Process: Collisions involving LPD vehicles assigned to lieutenants are reviewed by the Assistant Chief of Police, who shall:

1. **Determination:** Make an initial determination regarding whether the collision was non-preventable or preventable.
  - a. Non-preventable: The employee/driver could not have reasonably prevented the collision.
  - b. Preventable: The employee/driver could have taken reasonable action or measures that would have prevented the collision from occurring.
  - c. Criminal Violations: Collisions resulting in alleged criminal violations of the Revised Code of Washington, as determined by the initial collision investigation, shall be reviewed by the Assistant Chief of Police regardless of their non-preventable or preventable nature. Such incidents will be referred to the Professional Standards Section for investigation.



2. **Non-Preventable:** If the collision is initially determined to have been non-preventable, the Assistant Chief of Police will forward this recommended finding to the Police Chief for review. If the recommendation of non-preventable is approved, the Assistant Chief of Police will notify the employee/driver of the determination within one week of the collision. No further corrective action shall be taken by the Department. If the recommendation is reversed, procedures in paragraph 3 and forward will be followed.
3. **Preventable:** If the collision is determined to have been preventable, the Assistant Chief of Police shall:
  - a. **Categorize:** Make an initial determination as to whether the preventable collision was Category 1 or Category 2.
    1. Category 1: Non-chargeable (not an infraction), at fault collision (i.e. hitting a pole or backing into a car in a parking lot).
    2. Category 2: Chargeable (an infraction was committed), at fault collision (i.e. Failure to Yield Right of Way, Unsafe U-Turn).
  - b. **Disciplinary Recommendation:** Once a preventable collision has been categorized, the Traffic Section Sergeant shall forward the investigation to the Assistant Chief. The Assistant Chief will then review the Collision Review Discipline Matrix and make a disciplinary recommendation to the Chief of Police based upon the Matrix.
- C. **Procedures:** Within one week of receipt of the investigation the Assistant Chief shall notify the employee/driver determined to have had a preventable collision of the following:
  1. That the collision has initially been determined to be preventable.
  2. What category the collision was determined to be.
  3. What corrective action/training shall be required, if any.
  4. What disciplinary recommendation shall be made to the Chief of Police.
  5. The employee/driver may accept the disciplinary recommendation contingent upon the Chief of Police accepting the disciplinary recommendation. If the employee/driver accepts the recommendation they shall waive their right to a pre-disciplinary hearing with the Chief of Police. If the Chief of Police does not accept the disciplinary recommendation as stated to the employee/driver, the employee/driver

shall retain all rights and protections afforded by law and the collective bargaining agreement (if applicable); **or**

6. The employee/driver may reject the disciplinary recommendation within one week of being notified of the initial determination, and request further review by a Collision Review Board.

**D. Composition of the Collision Review Board:** The board members and Guild observer are selected by the Assistant Chief, who convenes the board within one month of the employee/driver requesting the board. The board will be comprised as follows:

1. Assistant Chief
2. Collision Investigator (advanced level or higher, not the officer who investigated the collision)
3. EVOC Instructor
4. Peer member of the employee/driver
5. Guild representative (non-voting)

**E. Procedures:**

1. The Board is facilitated by the Assistant Chief; it considers all reports and evidence. At the discretion of the Assistant Chief, the Board may require the employee/driver, or other employee witnesses, to appear before the Board. If the employee/driver is not directed to appear before the Board, the employee/driver may, at their option, appear before the board to explain the circumstances regarding the collision.
2. The Board will reach a determination regarding the collision:
  - a. Non-preventable: The employee/driver could not have reasonably prevented the collision. No further action is taken by the Board regarding non-preventable collisions.
  - b. Preventable: The employee/driver could have taken reasonable action or measures that would have prevented the collision from occurring.
3. If the Board determines that a collision was preventable, the Board then categorizes the collision as described below:
  - a. Category 1: Non-chargeable (not an infraction), at fault collision (i.e. hitting a pole or backing into a car in a parking lot).

City of Lakewood & Lakewood Police Management Guild Agreement 2023-2027

b. Category 2: Chargeable (an infraction was committed), at fault collision (i.e. Failure to Yield Right of Way, Unsafe U-Turn).

4. Collisions resulting in alleged criminal violations of the Revised Code of Washington, as determined by the initial collision investigation, shall not be reviewed by a Collision Review Board regardless of their non-preventable or preventable nature. Such incidents will be referred to the Professional Standards Section for investigation.

**F. Board Review:** The Assistant Chief convening the Collision Review Board will review the Board's findings and take the following actions:

1. Non-Preventable: If the collision was found to be non-preventable, no further action will be taken and the investigation packet will be forwarded to the Traffic Section Sergeant for retention.
2. Preventable: If the Board determined the collision to be preventable, the Assistant Chief will make a discipline recommendation to the Chief of Police, based on the Collision Review Discipline Matrix. Placement on the matrix may be higher or lower than the collision dictates based on exigent or mitigating circumstances.
3. Once the Chief of Police has received the recommendations of the Collision Review Board, and prior to any disciplinary action being taken by the Chief of Police, the employee/driver shall be allowed a pre-disciplinary hearing with the Chief of Police or Acting Chief of Police. The finder of fact shall not be the person making the discipline decision.

**G. Collision Review Discipline Matrix:**

1. An employee's preventable collision history shall be considered for only thirty-six months prior to the date of the collision.
2. Vehicle removal requires that an employee leave their assigned vehicle parked at the Lakewood Police Department Headquarters when not on duty.
3. Vehicle removal does not start until the vehicle has been repaired and returned to service, or replaced.
4. Once the Administrative Review is completed and discipline has been determined, the investigative packet will be forwarded to the Professional Standards Section for processing and retention.

5. The Chief reserves the right to require additional driver's training for the employee/driver regardless of placement in the disciplinary matrix.

**2. Collision Review Discipline Matrix:**

<b>Collision</b>	<b>Category 1</b>	<b>Category 2</b>
1	Not reportable: Counseling Reportable: Oral Reprimand	Written Reprimand
2	Written Reprimand	Vehicle removed for one work week
3	Vehicle removed for one work week	Vehicle removed for 2 weeks and 10 hour suspension; <b>or</b> Vehicle removed for 1 month; <b>or</b> 20 hours of suspension
4	Vehicle removed for 2 weeks; <b>or</b> 10 hour suspension	Vehicle removed for three months; <b>or</b> Vehicle removed for 1 month and 40 hours of suspension

# REQUEST FOR COUNCIL ACTION

**DATE ACTION IS REQUESTED:**

March 20, 2023

**TITLE:** Appointing Darrin Lowry to serve on the Community Services Advisory Board through December 15, 2026.

**TYPE OF ACTION:**

— ORDINANCE

— RESOLUTION

**REVIEW:**

**ATTACHMENTS:**  
Candidate Application

**X** MOTION NO. 2023-36

— OTHER

**SUBMITTED BY:** Briana Schumacher, City Clerk on behalf of Mayor Jason Whalen.

**RECOMMENDATION:** It is recommended that the City Council confirm the Mayor's appointment of Darrin Lowry to serve on the Community Services Advisory Board through December 15, 2026.

**DISCUSSION:** Notices and outreach to seek volunteers to fill a vacancy on the Community Services Advisory Board was sent to neighborhood associations, civic groups, community organizations, The News Tribune and The Suburban Times. In addition, notice was posted on the City's website.

The Community Services Advisory Board advises the City Council on matters related to Human Services, the Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) programs which may include:

- Facilitate cooperation and coordination with the City on human services, CDBG, and HOME funding issues.
- Recommend to the City Council programs for funding out of City's general funds, CDBG and HOME funds, and other funding appropriations.
- Hold public hearings to receive public comments to identify community and housing needs, development of proposed activities, and recommendations for funding.
- Develop recommendations for the Consolidated Plan, Action Plan, and other related documents.
- Review and approve annual performance reports of CDBG and HOME activities for submittal to HUD.
- Develop and recommend citywide policies for funding allocations.
- Encourage partnerships and collaboration in the funding and provision community and human services.
- Review needs assessments, gap analyses, and other data to determine citywide needs which will help develop strategic action plans.
- Perform other community services related duties and functions as assigned by the City Council.

**ALTERNATIVE(S):** The Council could choose not to confirm the appointment or re-advertise for the position.

**FISCAL IMPACT:** There is no fiscal impact.

Briana Schumacher, City Clerk

Prepared by

Heidi Ann Wachter, City Attorney

Department Director



City Manager Review



**CITY OF LAKEWOOD**  
6000 Main Street SW  
Lakewood, WA 98499

**APPLICATION FOR APPOINTMENT**

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

I wish to be considered for appointment to the following committee, board or commission:

- |  |   |
|--|---|
| <input type="checkbox"/> Arts Commission   | <input checked="" type="checkbox"/> Parks and Recreation Advisory Board |
| <input checked="" type="checkbox"/> Community Services Advisory Board  | <input type="checkbox"/> Planning Commission                            |
| <input checked="" type="checkbox"/> Lakewood's Promise Advisory Board  | <input checked="" type="checkbox"/> Public Safety Advisory Committee    |
| <input type="checkbox"/> Landmarks and Heritage Advisory Board   | <input type="checkbox"/> Salary Commission                              |
| <input type="checkbox"/> Lodging Tax Advisory Committee (Members of this committee must be representative of an agency involved in tourism promotion.) |   |

**EXPECTATIONS:** Adhere to City of Lakewood's Code of Ethics and regular attendance at meetings is required.

**PLEASE RETURN THIS FORM TO:** City of Lakewood - City Clerk's Office  
6000 Main Street SW  
Lakewood, WA 98499  
(253) 983-7705 Fax: (253) 589-3774  
Email: bschumacher@cityoflakewood.us

Name: Darrin Lowry  
(Please Print)

Home Address: 8925 North Thorne Lane SW  
City: Lakewood State: WA Zip: 98498

Home Phone Number: 253 376-1282 E-mail: drlowrys@comcast.net

Present Employer: Retired

Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

**LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:**

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

Are you involved in activities authorized to be funded by revenues received from lodging tax? Yes ☐ No ☒

Have you previously served or are you currently on one of the Lakewood's Boards, Committees or Commissions? Yes No If yes, please explain (include names of Boards, Committees or Commissions and the dates that you served):  
No

Date available for appointment: March 1st, 2023

Are you available to attend evening meetings? Yes ☒ No ☐

Are you available to attend daytime meetings? Yes ☒ No ☐

Recommended by: Phil Combs (I also know Mary Dodsworth)

Education:

Masters Degree in Educational Adminstration from UT San Antonio  
BS in Zoology from the U of W

Professional and/or community activities:

I have volunteered at my church in the past, as well as volunteer coached at the Lakewood YMCA over ten years ago.

Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission:

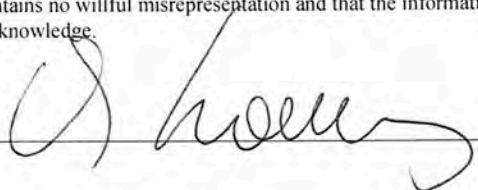
I am a retired middle and high school administrator with 24 years of experience in many different schools in four states (we are a military family). In my career, I was a high school principal, assistant principal, CTE (Vocational) Director, Athletic Director, and ASB Advisor. I am interested in bringing some of those prospectives to any committee on which I serve.

Please explain why you would like to be part of this board, committee or commission:

I want to keep all of the City of Lakewood safe, clean and a place where all of us can be proud to live. It is the people of a community that make that happen. Now that I am retired, I have the time to help my community in a more meaningful way. I live in Tillicum and I believe that it has turned itself around since I first moved here in 2006. I would like to see those gains in all of the City of Lakewood.


I hereby certify that this application and any other materials and/or documents provided in this application process contains no willful misrepresentation and that the information given is true and complete to the best of my knowledge.

Signature:



Date: 2-18-2023



	<p><b>LAKEWOOD'S PROMISE ADVISORY BOARD</b>  <b>Thursday, February 2, 2023</b>  <b>In-Person and Zoom Virtual Meeting</b>  <b>Lakewood, WA 98499</b>  <b>7:30 am – 8:30 am</b></p>
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### **CALL TO ORDER**

Ellie Wilson called the meeting to order at 7:33 am

### **ATTENDANCE**

**Promise Advisory Members Present:** Ellie Wilson, Joyce Loveday, Wanda Elder, Ron Banner, Mary Dodsworth, Megan Dempsey and Kerri Pedrick

**Promise Advisory Members Absent:** Kyle Manglona

**City Council Liaison:** Mary Moss, Deputy Mayor

**Youth Council Liaison:** Cynthia Rodriguez, Hank Jones, Fatima Hernandez, Alli Laska

**Staff Present:** Shannon Bennett

**Guest Presenter:** None

**Guest:** Julie White

### **PUBLIC COMMENT**

None

### **MEETING MINUTES**

Joyce Loveday moved to approve the January 5, 2023 meeting minutes. Mary Dodsworth seconded the motions. MPU.

### **NEW BUSINESS**

Joyce nominated Kerri Pedrick as Chair and Megan Dempsey as Vice Chair. Kerri and Megan accepted their nominations and were unanimously elected.

Shannon gave an update on the LPAB communication plan ad-hoc committee's feedback: Determine preferred communication method for particular audience members, seek youth voice, create clear and concise messaging, clearly define audience, set key performance indicators with room to pivot, identify in advance partners that can share our messaging, identify a timeline, set attainable goals, have systems in place to measure the success of our messaging, set benchmarks in place to reaching goals, identify entity responsible for information going out in the time the plan says it will and build time in for breakdowns in the process, to occur. out when timeline states it will, set proper expectations, issue positive and ethical messaging and stories that highlight our students, create branding through catch phrase with similar looks and messaging must be unified and mission driven,



Board members responded to ad-hoc request for clarification with the following:

*Audience:*

- Youth / student body are our “consumers”
- Adults & families
- Citizens
- Service providers
- Community club (Lion’s, Kiwanis, B&G Club, YMCA, etc.)
- Local elected officials – Board and Youth Council report-out to Council
- Maintain a plan that speaks to our diverse community

*Messaging:*

- Emphasize and educate on the Promises rather than focusing on Lakewood’s Promise.
- Ask youth what Lakewood community can do for them, rather than informing them of what LPAB has done for you.
- Maybe the Promises have changed, but the core values are still the same. How do we relate to them now?
- Don’t want our young folks to feel like this is what we’re doing to them. Ask them what they need us to do for them. Think of them as consumers and we are the providers. If we’re going to provide a healthy start, what does that look like to them?
- Students are very wary of being props. Adults like to say they listen to students, but youth feel like their input isn’t held in very high regard. Adults need to listen authentically.
- Our messaging must consider the preferred communication methods of our individual audience members. Want the red wagon as symbol and same format (same font and three colors).
- Is important to include diverse opinions.

*Outcome:*

- Educating our audience about what the 5 Promises are and engaging conversation about how they can help fulfill them.
- Let youth know their entire community is fulfilling promises to them.
- Involve students in the discussion and educate them on LPAB. Encourage students to bring the topic up in student body meetings.
- Reach students who are not already engaged, but have something to say. Give them a voice.
- Discover how the youth are experiencing the Promises. What they’re experiencing; what’s helping or hurting them? It might not be the programs we are recommending. What is the impact occurring within our community? Maybe there are other things that need to be brought to light.
- Used to pick one promise per year to fulfill. Do we get back to that?
- Engage students more involved in distributing content via social media. Examples: Student takeover. Regular meetings with Media dept. to create content.
- Communication plan must advise our work plan as an advisory committee.
- Quarterly newsletter: CPSD allowed City to create publication. Includes ads that must be from non-profits.
- Highlight student success/ stories and community resources / events available to them.



Shannon provided an update on the Youth Summit. Changed date to June 10<sup>th</sup>. Will be held at Clover Park Technical College Building 24. 828 Flow is managing the vendor event and resume station.

Shannon requested members be help present LPAB 2022 accomplishments and 2023 work plan to Council during 2/13 joint meeting with Council. Kerri Pedrick, Megan Dempsey and all four youth council liaisons offered to present.

Members agreed to discuss local available youth mental health resources at the March meeting.

## **BOARD MEMBER UPDATES**

Mary M. announced Lakewood Multicultural Coalition will host the Dr. Claudia Thomas Community Service event on March 3<sup>rd</sup> from 6-10 at Clover Park Technical College. The City Manager, Mayor and herself will meet with state legislatures later that day. Tickets are sold in advance and are \$75 each and a table costs \$1,000. Check link on LMCC website

Joyce announced a group of 30 educators are going to Achieving the Dream event February 13<sup>th</sup>-17<sup>th</sup>. Premier place for practitioners to attend to see what new things are happening and to bring equity to the work that they do and to their community.

Mary D shared that Chief Leschi Walk was well attended by approximately 300 people. The Nisqually Tribe gathered and had youth participate in drum ceremony and singing. It's extremely important for us to remember how relevant the tribe's current work is in our community.

Megan shared the hospital is currently at full capacity and staffing is low. Covid numbers are not Bad. Down from 65 (last year at this time) to only seven. They do take care of our youth with their mental health challenges, which is currently a serious issue. Hospital is currently displaying art made by Lakes high school students.

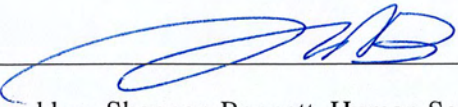
Ron Banner shared thirty-two students earned their high school diploma through the Open Doors Program this winter. We're incredibly proud of their accomplishment. Open Doors provides a blended learning model for students, which includes a personalized graduation plan.

## **GUEST UPDATE**

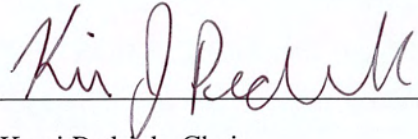
Julie shared Pierce College is taking a team of over 20 Pierce College (PC) faculty, staff, and administrators to DREAM on Feb. 14-17, in Chicago and will be giving a presentation about our Racial Equity Leadership Academy (RELA) work as well. Through the RELA work, we have revised our faculty hiring and tenure process with a focus on Black and Brown student excellence, recognizing that we have historically underperformed in equitably serving BIPOC students. Also, PC is one of 30 college partnerships nationwide participating in an Aspen Institute-AASCU (American State Colleges and Universities) Transfer Intensive, designed to strengthen transfer partnerships between 2- and 4-year institutions of higher education. Through this project and their partnership with UW Tacoma, they are building a dual admissions program between Pierce College and UW Tacoma. The partnership's strategic plan is one of two that will be highlighted among the 30 partnerships at a joint meeting on February 22.

## ADJOURN

Ellie Wilson adjourned the meeting at 8:35 am.

  
\_\_\_\_\_  
Prepared by: Shannon Bennett, Human Services Coordinator

2/2/2023  
Date:

 3/2/2023  
\_\_\_\_\_  
Kerri Pedrick, Chair

2/2/2023  
Date





**PLANNING COMMISSION  
MEETING MINUTES**

**February 15, 2023**

**Hybrid In-Person/Virtual Meeting via ZOOM**

**6000 Main Street SW, American Lake Room, Lakewood, WA**

**Call to Order**

Mr. Don Daniels. Chair called the hybrid ZOOM meeting to order at 6:36 p.m.

**Roll Call**

Planning Commission Members Present: Don Daniels, Chair; Paul Wagemann, Brian Parsons, Phillip Combs, and Linn Larsen

Planning Commission Members Excused: Ryan Pearson, Vice-Chair; and Robert Estrada

Commission Members Absent: None

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

Council Liaison: Paul Bocchi (present via ZOOM)

**Approval of Minutes**

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

**Agenda Updates**     None

**Public Comments**

Mr. Kris Kauffman, provided information on the increasing demand for water from aquifers affecting the Clover Creek flow.

**Public Hearings**     None

**Unfinished Business**     None

**New Business**

*Review of 2022 Shoreline Restoration Activities in Lakewood*

Ms. Janet Spingath, Former President, Chamber-Clover Watershed Council and American Lake Improvement Club, expressed concerns for the many lakes in the City with regard to lake quality monitoring, invasive species of watermilfoil, and wake boat problems.

Dr. Derek Faust, Professor at Clover Park Technical College, shared information on the many projects completed in restoration of the Flett wetlands to include blackberry removal, construction of two bird blinds, and many hours of community stewardship events.

Mr. Al Schmauder, Stewardship Chair, presented an overview of the shoreline restoration update and information regarding the health of the shoreline along Clover Creek and his concerns over the lack of stream flow.

Mr. Schmauder made four recommendations to the Planning Commission to forward to City Council as follows:

- Continue supporting the Clover Creek Watershed Council Small Grants Program
- Consult with Lakewood Water District and Pierce County to use the USGS model on steps to improve creek flow
- Continue with annual review of the Lakewood Shoreline Restoration Plan and update if needed
- Support staff attendance at CCWVC meetings and provide updates on City activities



#### Review of Clover Creek Flood Plain Study

Mr. Paul Bucich, Public Works Engineering Director, presented information regarding recent flood plain mapping and modeling of Clover Creek as it relates to a 100-year storm event. Flood mitigation alternatives and costs were discussed. The next step would be to present recommended alternatives to City Council in March 2023 and initiate the next phase of engineering in support of environmental work and funding needs.

#### 2024 Comprehensive Plan Periodic Review Process – Land Use Maps and Text; Community Character & Urban Design

Tiffany Speir introduced the Land Use Maps & Text and the Urban Design and Community Character Elements' discussion in the series of Planning Commission baseline discussions that began on September 2022 about the 2024 Comprehensive Plan Periodic Review (24CPPR) process.

Ms. Speir identified the current Land Use Element contains the official Land Use Map, the City's land use designations, Lakewood's regional urban center (Downtown Subarea), centers of municipal importance, and maps describing the City's urban growth areas. The Land Use Element text and maps will be reorganized and updated as needed during the periodic review for compliance with the GMA and consistency with the MPPs and CPPs.

Lakewood's Urban Design and Community Character Element currently contains 15 goals and 49 policies. Ms. Speir noted this element is not mandated by the GMA, but has valuable and foundational information for Lakewood's planning on many fronts.

Ms. Speir reported that the next steps in the 2023 Periodic review process before June 30, 2023 would include review of the updated Housing Element, Regulations and Residential Use Zoning as well as review of the Energy & Climate Change Climate Public Engagement Results and updated element.

#### **Report from Council Liaison**

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

On March 1, 2023 the new Police Chief, Mr. Patrick Smith would begin his tenure with the Lakewood Police Department. Chief Smith will be the fourth Chief of Lakewood Police Department and the first to be hired from outside the department.

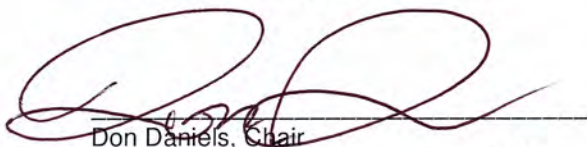
#### **Reports from Commission Members and Staff**

Ms. Speir reviewed the upcoming meetings schedule with commissioners:

March 1: Updated Housing Needs Assessment; Racial Disparate Impacts & Equity for all Elements

**The Next Regular Meeting** would be held as a hybrid in-person/ZOOM meeting on Wednesday, March 1, 2023. This meeting will be held in the American Lake Conference Room.

**Meeting Adjourned** at 8:23 p.m.



Don Daniels, Chair  
Planning Commission

03/01/2023



Karen Devereaux, Recording Secretary  
Planning Commission

03/01/2023

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> March 20, 2023	<b>TITLE:</b> Ordinance approving the proposed vacation of that portion of 113 <sup>th</sup> Street SW lying west of the westerly margin of Kendrick Street SW within the plat of Kendrick Addition.	<b>TYPE OF ACTION:</b> <input checked="" type="checkbox"/> ORDINANCE NO.781 <input type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER
<b>PUBLIC HEARING:</b> March 6, 2023		
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> Ordinance, Exhibits A&B, Revised Staff report.	

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

**RECOMMENDATION:** It is recommended that the City Council pass an ordinance approving the proposed vacation of 113<sup>th</sup> Street SW lying west of the westerly margin of Kendrick Street SW within the plat of Kendrick Addition.

**DISCUSSION:** A complete application for the vacation of 113<sup>th</sup> Street SW was submitted on January 31, 2023, by Steve Borman representing Washington and Rice LLC, the owner of real property on 113<sup>th</sup> St SW, which is adjacent to that portion of 113<sup>th</sup> St SW under consideration. The property owner desires to take ownership of the public right-of-way in order to increase the area of their existing lot and make it more practical for improved development. The City has identified no future need for the right-of-way and Public Works Engineering supports the vacation.

A public hearing was held on March 6, 2023. Staff has received no objections to the proposed vacation. Easements will be reserved for utilities that have facilities in the right-of-way to be vacated.

An appraisal was recently provided to the City by the applicant. The value of the property was appraised at \$340,000 total (Three Hundred and Fourty Thousand) or, about \$24.20 per square foot.

**ALTERNATIVE(S):** The Council may choose to not adopt the Ordinance thereby denying the property owner's request to vacate the 113<sup>th</sup> St SW right-of-way.

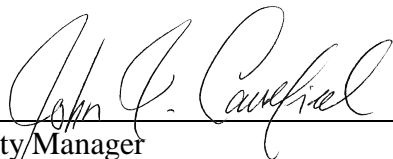
**FISCAL IMPACT:** The City will benefit from the vacation by the payment of \$340,000 for 14,051 square feet of unused right-of-way, by adding this property back into the tax rolls, and by increased utilization through more intense development.

Franc Sawatzki

Prepared by

Paul Bucich

Department Director

  
City Manager

## **ORDINANCE NO. 781**

**AN ORDINANCE of the City Council of the City of Lakewood, Washington, vacating that portion of 113<sup>th</sup> Street SW lying west of the westerly margin of Kendrick Street SW within the plat of Kendrick Addition.**

**WHEREAS**, the City of Lakewood, Washington, has received a petition signed by owners of at least two-thirds (2/3) of the property abutting a portion of right-of-way, located within the city of Lakewood, Washington, requesting that the same be vacated; and

**WHEREAS**, on January 31, 2023, an application and petition for the vacation of public property was received; and

**WHEREAS**, in conformity with the legal requirements pursuant to Lakewood Municipal Code 12.12.070, the Lakewood City Council passed Resolution No. 2023-02 on February 6, 2023, setting a public hearing regarding this proposed vacation for March 6, 2023; and

**WHEREAS**, in conformity with the legal requirements pursuant to Lakewood Municipal Code 12.12.090 proper notice of the public hearing was posted and mailed to all required parties; and

**WHEREAS**, on March 6, 2023, said public hearing was conducted before the Lakewood City Council with no objections to the proposed vacation; and

**WHEREAS**, pursuant to Lakewood Municipal Code section 12.12.120, the City Council must consider certain factors prior to authorizing a vacation of public property; and,

**WHEREAS**, it is the finding of the City Council of the City of Lakewood that vacation is appropriate in this instance after full consideration of the factors stated in LMC 12.12.120 in that vacation will benefit the public by returning the property to the tax rolls, in that the right-of-way is not needed for public use or access, and in that conditions are not likely to change in the future as to provide a greater use or need for the right-of-way than presently exists; and

**WHEREAS**, the City Council of the City of Lakewood, Washington, has considered all

matters presented at the public hearing on the proposed vacation, hearing no objection to this vacation, and does hereby find that the vacation of said property is appropriate and that the transfer of property at issue in this matter in the manner set forth below is in best interest of the public.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD,**

**WASHINGTON DO ORDAIN** as a non-codified ordinance as follows:

- Section 1. The City vacates that portion of 113<sup>th</sup> Street SW lying west of the westerly margin of Kendrick Street SW within the plat of Kendrick Addition SW., located within the City of Lakewood, Washington, legally described as shown in the attachment hereto, marked "Exhibit A" and incorporated herein by this reference, subject to the conditions set forth in Sections 2 through 5 of this Ordinance.
- Section 2. The vacated land shall be partitioned per RCW 35.79.040, one-half of width to each abutting parcel as shown in the attachment hereto, marked "Exhibit B" and incorporated herein by this reference.
- Section 3. The City shall retain the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services as needed.
- Section 4. The vacation shall be effective upon payment to the City of Lakewood, within 120 days of the date hereof, by an owner of property, or assignee, adjacent thereto and to be benefited by the vacation, in the amount of \$340,000, which represents full appraised value of the net amount (14,051 square feet) of right-of-way to be vacated.
- Section 5. This Ordinance shall be in full force and effect thirty (30) days after publication as required by law.

ADOPTED by the City Council this 20th day of March, 2023.

CITY OF LAKEWOOD

---

Jason Whalen, Mayor

Attest:

---

Briana Schumacher, City Clerk

Approved as to Form:

---

Heidi Ann Wachter, City Attorney



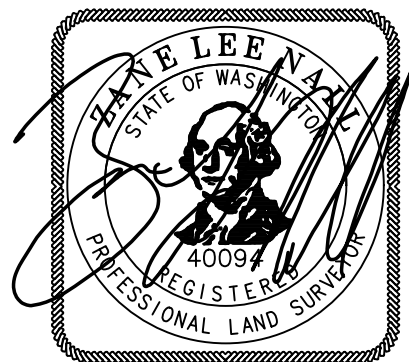
# EXHIBIT A

## 113TH ST SW DESCRIPTION

ALL THAT PORTION OF 113TH STREET SOUTHWEST, LYING WEST OF THE WESTERLY MARGIN OF KENDRICK STREET AND LYING SOUTH OF BLOCK 1 AND LYING NORTH OF BLOCK 2, ACCORDING TO THE PLAT OF KENDRICK ADDITION, RECORDED IN VOLUME 16 OF PLATS AT PAGE(S) 33 UNDER PIERCE COUNTY RECORDING NUMBER 1645527.

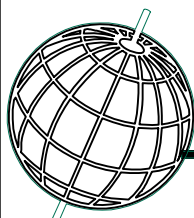
TOGETHER WITH ALL THAT PORTION OF THE 60 FOOT ROAD DEDICATED BY SUPERIOR COURT CAUSE #134393 UNDER PIERCE COUNTY RECORDING NUMBER 1850387.

(CONTAINING AN AREA OF 14,051 SQ. FT. MORE OR LESS)



11/21/22

A PORTION OF THE NE 1/4, NW 1/4, SEC.12, TWP.19N., RGE.2E, W.M.  
CITY OF LAKEWOOD, PIERCE COUNTY, WASHINGTON



**Axis**  
Survey & Mapping

15241 NE 90TH ST,  
SUITE 100  
REDMOND, WA 98052  
TEL. 425.823-5700  
FAX 425.823-6700

www.axismap.com

JOB NO.  
22-056

DATE  
11/21/22

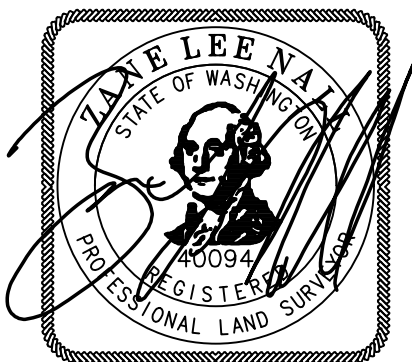
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ERM

CHECKED BY  
ZLN

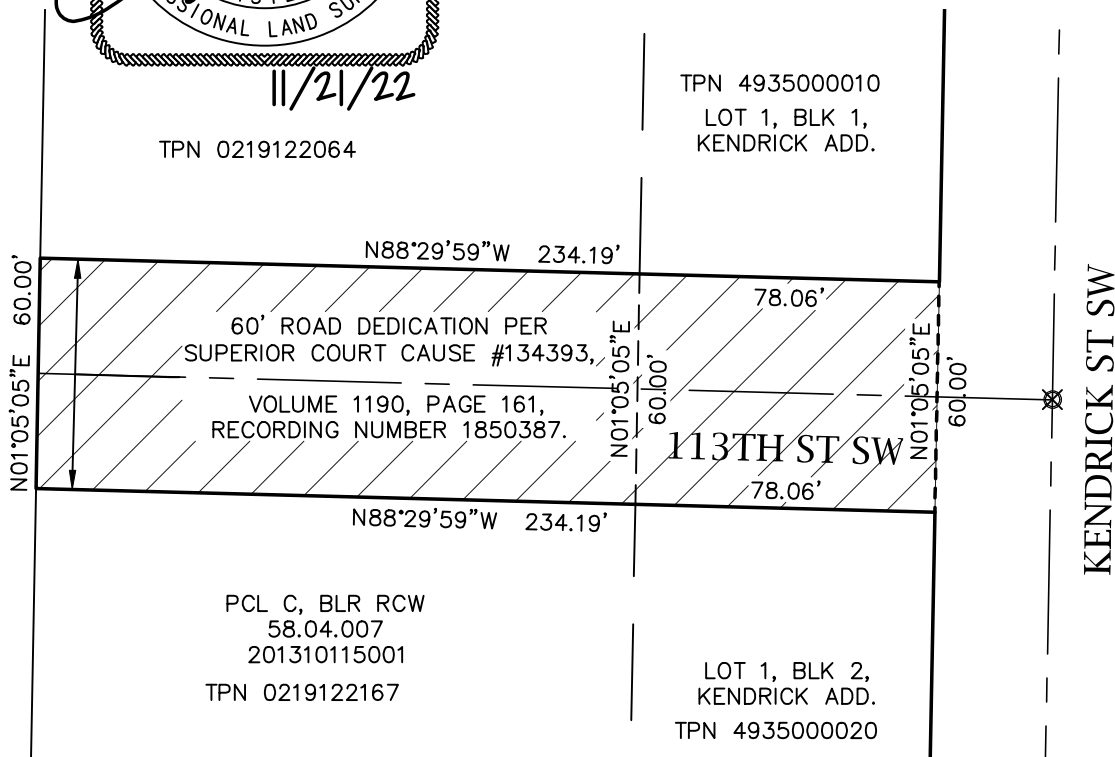
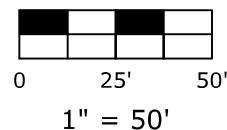
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SHEET  
2 OF 3

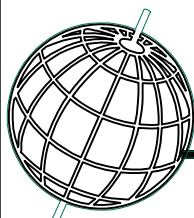
EXHIBIT B  
113TH ST SW DEPICTION



GRAPHIC SCALE



A PORTION OF THE NE 1/4, NW 1/4, SEC.12, TWP.19N., RGE.2E, W.M.  
CITY OF LAKEWOOD, PIERCE COUNTY, WASHINGTON



**Axis**  
Survey & Mapping

15241 NE 90TH ST,  
SUITE 100  
REDMOND, WA 98052  
TEL. 425.823-5700  
FAX 425.823-6700

www.axismap.com

JOB NO.  
22-056

DATE  
11/21/22

DRAWN BY  
ERM

CHECKED BY  
ZLN

SCALE  
1"=50'

SHEET  
3 OF 3

## **STAFF REPORT**

### **CITY COUNCIL PUBLIC HEARING**

**MONDAY March 6, 2023**

**Revised March 13, 2023**

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

Steve Borman, representing Washington and Rice, LLC, the owner of real property directly adjacent to the right-of-way to be vacated, has submitted a request to vacate that portion of 113th Street SW lying west of the westerly margin of Kendrick Street SW within the plat of Kendrick Addition.

The portion of right-of-way to be vacated is approximately 14,051 square feet in size and abuts parcel numbers 0219122064, 4935000010, 4935000020 and, 0219122167  
The owner of all parcels is Washington and Rice, LLC, The petitioner.

The right-of-way 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 to the City \$340,000 which represents the full appraised value (reference Lakewood Municipal Code (LMC) 12.12.160).

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

ALL THAT PORTION OF 113<sup>TH</sup> STREET SOUTHWEST, LYING WEST OF THE WESTERLY MARGIN OF KENDRICK STREET AND LYING SOUTH OF BLOCK 1 AND LYING NORTH OF BLOCK 2, ACCORDING TO THE PLAT OF KENDRICK ADDITION, RECORDED IN VOLUME 16 OF PLATS AT PAGES(S) 33 UNDER PIERCE COUNTY RECORDING NUMBER 1645527.

TOGETHER WITH ALL THAT PORTION OF THE 60 FOOT ROAD DEDICATED BY SUPERIOR COURT CAUSE #134393 UNDER PIERCE COUNTY RECORDING NUMBER 1850387.

(CONTAINING AN AREA OF 14,051 SQUARE FEET, MORE OR LESS)

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.

**Petition:** Steve Borman (Washington and Rice, LLC) acting as principal petitioner. The Principal Petitioner is the owner of all adjoining parcels to the proposed vacated area.

**Notification:** On February 6, 2023, the Lakewood City Council passed Resolution No. 2023-02 establishing March 6, 2023, 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 10, 2023. A placard was posted at the site where the vacation is being requested.

**Public Hearing:** On March 6, 2023, the Lakewood City Council conducted a public hearing per Resolution No. 2023-02. Franc Sawatzki, representing Public Works Engineering, presented the Petition, the Staff report and supporting documents. Council opened the floor to public comment and no objections were presented.

**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 113<sup>th</sup> St SW lying west of the westerly margin of Kendrick Street SW., a 234.19 feet by 60 feet wide dead end street, will better serve the public than use as a street, or alley and will better serve the public good than a change of use.
- 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 objections to the vacation have been received by the City in writing or during the public hearing, 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 recording of Ordinance by the City Clerk in the office of the Pierce County Auditor.
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: None

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> March 20, 2023	<b>TITLE:</b> Amending Lakewood Municipal Code Chapter 9.06 related to Controlled Substances.	<b>TYPE OF ACTION:</b> ___ ORDINANCE NO. 782
<b>REVIEW:</b> March 13, 2023	<b>ATTACHMENTS:</b> Draft Ordinance	___ RESOLUTION NO. ___ MOTION NO. ___ OTHER

**SUBMITTED BY:** Samantha Johnson, Assistant City Attorney

**RECOMMENDATION:** It is recommend that the City Council adopt an Ordinance amending Lakewood Municipal Code Chapter 9.06 related to Controlled Substances.

**DISCUSSION:** In 2021, the Washington State Supreme Court decided State v. Blake, 197 W.2d 170 (2021) and found former RCW 69.50.4013, which made it a strict liability offense to possess a controlled substance in violation of the Uniform Controlled Substance Act, unconstitutional because the statute did not require proof that the offender knowingly possessed a controlled substance. Without proof of knowledge, the Court held the statute violated constitutional due process. In response, the state legislature amended RCW 69.50.4013 through ESB 5476 during its 2021 legislative session to temporarily make it unlawful for a person to knowingly possess a controlled substance. Through this same legislation, however, the legislature enacted RCW 10.31.115, which prohibits law enforcement from arresting or citing someone for unlawful possession of a controlled substance until the offender has twice before been “diverted” to voluntary social services. As a result, while it is still a crime to knowingly possess a controlled substance, law enforcement is prohibited from arresting a person who violates that law. There are a number of practical difficulties with RCW 10.31.115, including the lack of any regional or statewide tracking and referral system. Those difficulties have essentially led to the decriminalization of drug possession, even if an offender knowingly possesses a controlled substance illegally.

**ALTERNATIVE(S):** The City Council could choose to amend or decline adoption of the proposed Ordinance.

**FISCAL IMPACT:** There is no fiscal impact associated with adoption of the proposed Ordinance.

Samantha Johnson  
Prepared by

  
City Manager Review

Heidi Ann Wachter  
Department Director

### **Discussion: (Continued)**

In response, offenders began more openly using and possessing controlled substances in public places. This conduct, coupled with the legislature's simultaneous removal of law enforcement's ability to arrest offenders for illegal drug possession, has negatively impacted the community and subjected its members to the adverse impacts associated with the public use of controlled substances. The negative impacts plagues business owners, home owners, tax payers, and future business potential for the City of Lakewood. There is open drug use all around the City of Lakewood, specific examples of public spaces are Lakewood Towne Center, Springbrook Park, Pierce Transit Center, Northwest Integrated Health, and along South Tacoma Way. Lakewood Police Department has identified 100th and South Tacoma Way to Perkins Way an area highly affected by open drug use. In 2022, the Lakewood Police Department received 3,324 calls for service from 100th and South Tacoma Way to Perkins and South Tacoma Way (approximately .2 mile distance). This is an increase from the 2,606 calls for service this same area received in 2021. That is a 27.5% increase in calls for service in a .2 mile radius.

While the use of cannabis and alcohol, both legal substances, is prohibited in public and heavily regulated, there is no comparable state laws or regulations prohibiting the use of illegal or controlled substances, like methamphetamine, heroin, and fentanyl, in public. Although state law does preempt the field of setting penalties for violations of the state's Uniform Controlled Substances Act, Ch. 69.50 RCW, cities are authorized to enact local laws that are not inconsistent with that state law. Because the Uniform Controlled Substances Act does not expressly permit or otherwise protect the public use of controlled substances, the city is authorized to regulate or prohibit that use.

The intent in this proposed legislation is to reduce the open use of drugs, reduce violent and property crimes, increase public safety, and allow an opportunity for court intervention and treatment.



## ORDINANCE NO. 782

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING LAKEWOOD MUNICIPAL CODE CHAPTER 9.06 RELATED TO CONTROLLED SUBSTANCES**

**WHEREAS**, in *State v. Blake*, 197 W.2d 170 (2021), the Washington State Supreme Court found former RCW 69.50.4013, which made it a strict liability offense to possess a controlled substance in violation of the Uniform Controlled Substances Act, unconstitutional because the statute did not require proof that the offender knowingly possessed a controlled substance. Without proof of knowledge, the Court held the statute violated constitutional due process; and

**WHEREAS**, in response to *State v. Blake*, the state legislature adopted RCW 69.50.4013 during its 2021 legislative session, which provided a temporary correction to the law to make it unlawful for a person to knowingly possess a controlled substance. However, through this same legislation, the legislature enacted RCW 10.31.115, which prohibits law enforcement from arresting or citing someone for unlawful possession of a controlled substance until the offender has twice been “diverted” to voluntary social services; and

**WHEREAS**, the limitation imposed by RCW 10.31.115 has resulted in offenders openly using and possessing illegal drugs in public places, while simultaneously removing law enforcement’s ability to effectively remove the problem, all to the detriment of community members who face an increased risk of harm attributable to the adverse impacts associated with the use of illicit drugs in public; and

**WHEREAS**, while the use of cannabis and alcohol, both legal substances, is prohibited in public, there is no comparable state law that prohibits the use of illegal or controlled substances, like methamphetamine, heroin, and fentanyl, in public; and

**WHEREAS**, although state law does preempt the field of setting penalties for violations of the state’s Uniform Controlled Substances Act, Ch. 69.50 RCW, cities are authorized to enact local laws that are not inconsistent with that state law. Because the Uniform Controlled Substances Act does not expressly permit or otherwise protect the public use of controlled substances, the City is authorized to regulate or prohibit that use; and

**WHEREAS**, the City Council desires to act to keep the community safe, and the City Council desires to provide law enforcement and the prosecutor lawful ordinances to enforce to keep the community safe.

**NOW THEREFORE**, the City Council of the City of Lakewood, Washington hereby do ordain as follows:

**Section 1.** A new section, Section 9.06.090 of the Lakewood Municipal Code entitled  
“Use of dangerous drugs in public,” is hereby created to read as follows:

**9.06.090 Use of dangerous drugs in public.**

A. It is unlawful for any person to intentionally use any dangerous drug in a public place, except as now or hereafter authorized or expressly permitted by the laws of the state or except upon the written or oral order or prescription of a physician, surgeon, dentist, or other medical professional licensed to practice medicine and legally authorized to prescribe controlled substances.

B. Definitions. For purposes of this section, the following terms or words shall be interpreted as follows:

1. “Dangerous drug” means any controlled substance classified in Schedule I, II, III or IV of Chapter 69.50 RCW, excluding cannabis, as it now exists or shall hereafter be added to, deleted from, modified, or amended.

2. “Public place” means an area generally visible to public view and includes without limitation any place where the public has a right of access, which includes without limitation sidewalks, parking lots and parking garages, streets, alleys, highways, or roads; public buildings and grounds, including schools, parks, playgrounds, libraries, and meeting halls; establishments to which the public is invited such as commercial businesses, including but not limited to, restaurants, theaters, stores, gas stations, meeting halls, lobbies, halls and dining rooms of hotels, bars, taverns, pubs, or establishments where beer or soft drinks may be sold, and their associated parking lots, parking structures, walkways, doorways, and entrances; railroad trains, light rail facilities, buses, transit facilities, and other public conveyances of all kinds and character, and their associated stations and

platforms used in conjunction therewith which are open to unrestricted use and access by the public; any lake or body of water where the public has access to or can take enjoyment in; and all other places of like or similar nature.

3. “Use” means any effort taken in furtherance of an attempt to inject, ingest, inhale or otherwise introduce a controlled substance into the human body.

C. Unless another section expressly provides otherwise, any person who violates any provision of this section shall be guilty of a gross misdemeanor.

**Section 2.** A new section, Section 9.06.100 of Lakewood Municipal Code entitled “Unlawful deposit of dangerous drugs and drug paraphernalia,” is hereby created to read as follows:

**9.06.090 Unlawful deposit of dangerous drugs and drug paraphernalia.**

A. It shall be unlawful for any person to knowingly dump, throw, deposit, or discharge onto the ground or into any body of water any dangerous drug, as that term is defined in LMC 9.06.090(B)(1), or drug paraphernalia, as defined in RCW 69.50.102, as those referenced provisions are currently enacted or hereafter amended or recodified. Unless another section expressly provides otherwise, any person who violates any provision of this section shall be guilty of a gross misdemeanor.

**Section 3.** A new section, Section 9.06.110 of Lakewood Municipal Code entitled “Severability,” is created to read as follows:

**9.06.100 Severability.** If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

**Section 4.** This Ordinance shall take effect and be in force thirty (30) days from and after its passage, approval, and publication, as required by law.

ADOPTED by the City Council this 20th day of March, 2023.

CITY OF LAKEWOOD

Attest:

\_\_\_\_\_  
Jason Whalen, Mayor

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

Approved as to Form:

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

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> March 20, 2023	<b>TITLE:</b> Ordinance creating Chapter 9.15 of the Lakewood Municipal Code entitled Occupation of Public Property.	<b>TYPE OF ACTION:</b> <input checked="" type="checkbox"/> ORDINANCE NO. 783 <input type="checkbox"/> RESOLUTION NO. <input type="checkbox"/> MOTION NO. <input type="checkbox"/> OTHER
<b>REVIEW:</b> March 13, 2023 October 24, 2022	<b>ATTACHMENTS:</b> Ordinance	

**SUBMITTED BY:** Heidi Ann Wachter, City Attorney

**RECOMMENDATION:** It is recommended that the City Council adopt an Ordinance creating Chapter 9.15 of the Lakewood Municipal Code entitled Occupation of Public Property.

**DISCUSSION:** In order to protect areas of the city that are not intended for ongoing occupation such as camping, the proposed ordinance would prohibit occupation of such areas. These areas do not have the infrastructure to accommodate solid waste and/or hygiene needs and the result is significant impact on the occupied land. The City has tools to enforce the rights of private property owners but needs additional tools for protecting public property. Beyond the need to protect public property for public use, the ordinance identifies for protection critical areas such as waterways. The city's effort to protect these areas over the years is undermined by the impact of ongoing occupation of the property.

The proposed ordinance follows closely adopted code in other cities in the area. Following City Council consideration at the study session, the area in which available beds may be sought is decreased from 35 miles to 15. Note that this means that the radius in which there must be available beds is smaller than originally proposed, though given Lakewood's proximity to larger urban areas with increased available services, this should not pose a problem.

Gross misdemeanor status either initially or as the consequence of repeated violations is not offered in this ordinance; that is sufficiently beyond available examples to warrant further research. Adoption of the proposed ordinance, with misdemeanor status, allows the City to begin enforcement immediately.

The idea of either gross misdemeanor status initially or as a status achieved through repeat offenses will be evaluated and legislative action to either amend this ordinance or add a new code section for repeat violations can be proposed. This is important given the recent court decisions on this kind of regulation and the potential for future court interpretation. The further the city is from other cities, the more likely a challenge to the ordinance becomes.

**ALTERNATIVE(S):** The City Council can adopt the proposed ordinance, which is substantially similar to some area cities. The City Council can set adoption over to consider the proposed ordinance concurrently with potential gross misdemeanor status. The City Council may amend or reject the proposed ordinance.

**FISCAL IMPACT:** None.

Heidi Ann Wachter  
Prepared by

  
City Manager Review

ORDINANCE NO. 783

AN ORDINANCE of the City Council of the City of Lakewood, Washington, creating Chapter 9.15 of the Lakewood Municipal Code entitled “Occupation of Public Property”.

WHEREAS, pursuant to Article XI, Section 11 of the Washington Constitution and RCW 35A.11.020, the City of Lakewood is authorized to regulate public property; and

WHEREAS, public property is intended to be used by the public for public purposes, including daily City operations, park recreational use, pedestrian, bicycle and vehicular transportation and other public uses; and

WHEREAS, there is an awareness that when the unhoused population does not have available overnight shelter, public property can be unavailable to the general public for its intended purposes; and

WHEREAS, the City of Lakewood has expanded its human services programs by dedicating 1% of its general fund to growing its partnerships with local non-profit organizations for the purpose of improving its coordination of existing services, including programs specifically related to improving the lives of the unhoused residents of the city; and

WHEREAS, in partnership with Pierce County and the City of Tacoma the City of Lakewood allocated \$1,000,000 to the Low Income Housing Institute (LIHI) Hosmer Housing LLC, to acquire and convert property to an emergency shelter for homeless households (Aspen Court, for example); and

WHEREAS, in *Martin v City of Boise*, 920 F. 3d 584 (9<sup>th</sup> Cir. 2019), the Ninth Circuit Court of Appeals held that the Eighth Amendment to the United States Constitution prohibits cities from enforcing ordinances criminalizing camping on public property when there is no available shelter; and

WHEREAS, in *Johnson v City of Grants Pass, United States Court of Appeals, Ninth Circuit, Nos. 20-35752, 20-35881 decided September 28, 2022* the Ninth Circuit Court of Appeals held that ordinances that operate to make it “nearly impossible” to sleep outside with any form of bedding or shelter, or in a vehicle, on public land violate the Cruel and Unusual Punishment clause of the constitution; and

WHEREAS, this Ordinance makes it unlawful to occupy and store personal property on public property overnight, but suspends enforcement against those experiencing homelessness if overnight shelter is not available; and

WHEREAS, the City Council finds that the regulatory requirements within this ordinance are necessary to promote public health, safety and welfare by preserving public use of public spaces for which they are intended; and

WHEREAS, illegal camping alongside Lakes, Rivers, Waterways, Creeks and Streams, including but not limited to Shoreline Environments protected under the adopted Shoreline Management Program; and Critical Areas and Resource Lands Regulations (wetlands, critical

aquifer recharge areas, fish and wildlife habitat areas), under the adopted Critical Areas Ordinance (collectively referred to hereinafter as “Protected Waters” as shown on the attached map), contributes to littering and human waste being found in and around the Protected Waters; and

WHEREAS, Protected Waters can serve as habitat for Endangered Species Act species; and

WHEREAS, critical habitat supporting endangered species is degraded by the litter and human waste that are a component of illegal camping; and

WHEREAS, the City’s critical areas preservation section of its Shoreline Master Program specifically calls out concern for “any activity which would destroy the natural vegetation; result in a significant change in critical habitat, water temperature, physical, or chemical characteristics; or alter natural contours and/or substantially alter existing patterns of tidal, sediment, or storm water flow on any land which meets the classification standards for any critical area,”; and

WHEREAS, illegal camping alongside the Protected Waters and impacting the associated watershed affects not only public health and safety generally, but also specific Tribal treaty fishing rights, and the ability of Tribes to practice the Treaty protected right to harvest and consume fish and shellfish; and

WHEREAS, prohibiting illegal camping within 200 feet of the Protected Waters will protect the integrity of the Protected Waters, and protect the Tribal members and their fishing rights as well as the local community who enjoy and recreate along these protected waters.

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

**Section 1.** A new chapter of the Lakewood Municipal Code, Chapter 9.15, entitled “Occupation of Public Property” is hereby created.

**Section 2.** That Section 9.15.010 entitled “Purpose” is hereby created to read as follows:

It is the purpose of this chapter to promote public health, safety, and welfare by preserving for public use public spaces.

**Section 3.** That Section 9.15.015 entitled “Definitions” is hereby created to read as follows:

“Available overnight shelter” means a public or private facility, with an available overnight space, open to person(s) experiencing homelessness at no charge, which must be located within a 15-mile radius with the starting point of Lakewood City Hall, and to which the city facilitates transport.

“Occupy” means to evidence an intent to remain in a place, at least overnight. Intent can be evidenced by setting up tents, shelter, or bedding, for example.

“Personal property” means an item(s) recognizable as belonging to a person, has apparent utility or value in its current condition, and is not hazardous.

“Public entity” is the state, county, any municipal corporation, or other taxing district and includes any and all divisions and subdivisions thereof, including but not limited to entities



referred to throughout state law as follows: agency, district, general purpose government, governmental entity, governmental body, instrumentality, local agency, local government, local governmental entity, local public agency, local public body, municipal corporation, municipality, political subdivision, public agency, public body, public body corporate and politic, public corporation, quasi-municipal corporation, special district, special purpose district, taxing district, and units of government; and

“Public property” means all parks, streets, rights-of-way, sidewalks and any other property in which a public entity has a property interest.

“Store” means to put aside or accumulate for use when needed, to put for safekeeping, or to place or leave in a location regardless of the length of time; the defining characteristic is that the items are not in use and not discarded; they are on public property for future use by the owner.

“Wetland” or “wetlands” means areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances to support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from nonwetland areas created to mitigate conversion of wetlands. Wetlands are specifically protected under the City’s Shoreline Management Program and Critical Areas Ordinance.

**Section 4.** That Section 9.15.020 entitled “Unlawful occupation of public property” is hereby created to read as follows:

Unless caused by city action, or otherwise authorized by city code, city contract or permit, it shall be unlawful for any person to occupy public property.

**Section 5.** That Section 9.15.025 entitled “Unlawful storage of personal property on public property” is hereby created to read as follows:

A. Unless caused by city action, or otherwise authorized by city code, city contract or permit, it shall be unlawful for any person to store personal property on any public property overnight.

B. Removal of Personal Property. The city may remove unlawfully stored personal property after the city provides necessary notice and an opportunity to be heard. The city shall facilitate there storage of personal property if required by law.

**Section 6.** That section 9.15.027 entitled “Protection against harm to Protected Waters” is hereby created to read as follows:

No person may cause harm to any Protected Waters in the city of Lakewood or the natural areas that buffer these Protected Waters. No person may do any of the following on any public property abutting Protected Waters:

1. Build or erect a structure of any type along the Protected Waters or drive a nail or other object into any tree or other natural vegetation for the purpose of building a shelter or any other structure, or for affixing an object to any tree or other natural vegetation.
2. Dig on the banks of any Protected Waters.
3. Move boulders, destroy vegetation, pave roads or paths, or otherwise reconfigure the natural landscape or other City-approved development on the banks of any Protected Waters.
4. Drive, park or bring any vehicle onto any portion of the banks of any Protected Waters that is not designated for vehicle traffic and/or parking.
5. Discharge garbage, refuse, or human or animal waste along the banks or into any Protected Waters.

**Section 7.** That Section 9.15.030 entitled “Enforcement” is hereby created to read as follows:

The city shall not enforce the provisions of Lakewood Municipal Code 9.15.020 or 9.15.025 against persons experiencing homelessness if there is no available overnight shelter that can be used by that particular person. If available overnight shelter is available, the shelter space must be offered to the person(s) experiencing homelessness, along with other available human services. Only if the shelter space is refused can the provisions of Lakewood Municipal Code 9.15.020 and 9.15.025 be enforced against persons experiencing homelessness.

**Section 8.** That Section 9.15.035 entitled “Rules” is hereby created to reads as follows:

The Chief of Police is hereby authorized to adopt rules, regulations, administrative policies, and procedures for implementing the provisions of this chapter.

**Section 9.** That Section 9.15.040 entitled “Penalty for violations” is hereby created to reads as follows:

A. Violation of any of the provisions of this chapter is a misdemeanor, and shall be punished as follows:

1. First Offense. Any person violating any of the provisions of this chapter shall, upon conviction of such violation, be punished by a fine of not more than \$1,000 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment.

2. Second Offense. Any person who violates any of the provisions of this chapter, upon conviction of such violation, a second time within a five-year period shall be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment. One hundred dollars of the fine and one day of imprisonment shall not be suspended or deferred.

3. Third or Subsequent Offense. Every person who violates any of the provisions of this chapter, upon conviction of such violation, a third or more times within a five-year period shall be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment. Five hundred dollars of the fine and five days' imprisonment shall not be suspended or deferred.

4. Prior to imposing any fine for violation of this chapter, the court shall make an inquiry as to a person's ability to pay. If a person is unable to pay the monetary penalty set forth in subsection (A)(1), (2) or (3) of this section, the court is explicitly authorized to order performance of community service or work crew in lieu of a monetary penalty.

**Section 10.** The implementation of this ordinance shall be applied to any individuals who occupy public property illegally. The offer of assistance, including food and available shelter shall be documented.

**Section 11.** Severability. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

**Section 12.** Effective Date. That this Ordinance shall be in full force and effect thirty (30) days after publication of the Ordinance Summary.

ADOPTED by the City Council this 20th day of March, 2023.

CITY OF LAKEWOOD

Attest:

\_\_\_\_\_  
Jason Whalen, Mayor

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

Approved as to Form:

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

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> March 20, 2023	<b>TITLE:</b> Adopting an Ordinance authorizing condemnation of real property for roadway purposes.	<b>TYPE OF ACTION:</b> <input checked="" type="checkbox"/> ORDINANCE NO. 784 <input type="checkbox"/> RESOLUTION NO. <input type="checkbox"/> MOTION NO. <input type="checkbox"/> OTHER
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> Ordinance	

**SUBMITTED BY:** Heidi Ann Wachter, City Attorney

**RECOMMENDATION:** It is recommended that the City Council adopt an Ordinance providing for the condemnation of 9222 Hipkins Road SW, Lakewood, WA 98498, Pierce County Tax Parcel No. 9025000420.

**DISCUSSION:** The City is preparing to construct road improvements from 104<sup>th</sup> Street SW to Steilacoom Blvd SW along Hipkins Road SW. These improvements include completing the sidewalk corridor along Hipkins as well as removing the existing chicanes and installing a roundabout at the intersection of North Way SW and Hipkins Road SW. The project will require relatively small acquisitions of the corner of two parcels. The larger acquisition (515 square feet at 9306 Hipkins Road SW) has been completed. A 361 square foot acquisition at 9222 Hipkins Road SW remains to be completed.

Negotiations with the property owner at 9222 Hipkins Road SW have been ongoing, but currently remain unfruitful. The City will continue to negotiate in the prospect of a potential settlement and will leave the door open for the property owner to agree with the City's terms.

**ALTERNATIVE(S):** There are no practical alternatives other than to not construct the improvements.

**FISCAL IMPACT:** The City is offering fair market value for the parcel. Approximately \$25,000 from the City's General Fund, which pays for acquisition and professional services.

Heidi Ann Wachter  
Prepared by

  
City Manager Review

Department Director

## ORDINANCE NO. 784

**AN ORDINANCE of the City Council of the City of Lakewood, Washington, authorizing the acquisition of real property under threat of condemnation or by condemnation for road purposes; authorizing payment thereof from the City's General Fund or from such other monies that the City may have available or attain for the acquisition; providing for severability; and establishing an effective date.**

**WHEREAS**, the City of Lakewood is a non-charter optional municipal code city as provided in title 35A RCW, incorporated under the laws of the State of Washington, and authorized to acquire title to real property for public purposes pursuant to RCW Chapter 8.12; and

**WHEREAS**, in the interest of providing the public adequate roads within the City, the City of Lakewood identified a road project ("Project") in compliance with goals announced in the City's Comprehensive Plan; and

**WHEREAS**, the Project involves the construction of a road roundabout to serve the public; and

**WHEREAS**, the City determined that it must acquire certain property and/or property rights for the Project; and

**WHEREAS**, for this Project, the City determined that the acquisition of certain rights and interests from the real property located at 9222 Hipkins Road SW, Lakewood, Washington, 98498, identified as Pierce County Tax Parcel No 9025000420 and legally described in **Exhibit A**, attached hereto and incorporated by reference ("Parcel "), is necessary to accomplish and construct the Project, and those rights and interests are hereinafter referred to as the "Real Property Take"; and

**WHEREAS**, the City appraised the fair market value of the Real Property Take; and

**WHEREAS**, the City attempted to negotiate in good faith with the owner of the Parcel for the voluntary acquisition of the Real Property Take; and

**WHEREAS**, the City was unable to reach a negotiated voluntary resolution with said owner; and

**WHEREAS**, while this Ordinance authorizes condemnation, the City Council does hereby express its intent that negotiations continue in regard to the Real Property Take; and

**WHEREAS**, the City complied with the notice requirements set forth in RCW 8.25.290 by providing notice to the owner of the Parcel of the planned final action adopting this Ordinance, and through publication once per week for two weeks, prior to the passage of a Motion authorizing condemnation and subsequent enactment of this Ordinance; and

**WHEREAS**, payment of just compensation and costs of litigation should be made from the City's general fund or from such other monies that the City may have available or attain for the acquisition.

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

**Section 1. Incorporation of Recitals.** The recitals set forth above are hereby adopted and incorporated herein as if set forth in full.

**Section 2. Public Use and Necessity Declared.** The City Council of the City of Lakewood finds and declares that: i) the Project for road purposes is a public use; ii) the acquisition of the rights and interests in the Real Property Take legally described and depicted in **Exhibit A** is necessary for the construction of the Project; and iii) the acquisition of the Real Property Take and the construction of the Project are in the best interests of the citizens residing within the City of Lakewood.

**Section 3. Acquisition.** The City Council of the City of Lakewood authorizes the acquisition, condemnation and taking of the Real Property Take as legally described and depicted on **Exhibit A**. The City Council authorizes the acquisition of the Real Property Take under threat of condemnation or by initiation of legal action for condemnation to acquire the Real Property Take as necessary for the commencement and completion of the Project, subject to the making or paying of just compensation to the owner thereof in the manner provided by law.

**Section 4. Reservation of Rights.** Nothing in this ordinance limits the City in its identification and acquisition of property and property rights necessary for this public purpose. The City reserves the right to acquire additional or different properties as needed for the Project.

**Section 5. Authority of City Manager.** The City Manager, by and through his designees, is authorized and directed to continue negotiations for the acquisition of property and property rights and prosecute actions and proceedings in the manner provided by law to condemn, take, damage and appropriate the Real Property Take necessary to carry out the provisions of this ordinance. In conducting said negotiations and condemnation proceedings, the Lakewood City Attorney, by and through her designees, is hereby authorized to enter into stipulations for the Real Property Take. Settlement of any actions by the City Manager shall be made only upon the recommendation of legal counsel.

**Section 6. Compensation.** The compensation to be paid to the owners of the Real Property Take acquired through this condemnation action shall be paid from the City's General Fund or from such other monies that the City may have available or attain for the acquisition.

**Section 7. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of this Ordinance or the application of the provision to other persons or circumstances shall not be affected.

**Section 8. Effective Date.** This Ordinance shall be in full force and effect five days after its passage, approval, and publication as provided by law. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

ADOPTED by the City Council this 20<sup>th</sup> day of March, 2023.

CITY OF LAKEWOOD

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Jason Whalen, Mayor

Attest:

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Briana Schumacher, City Clerk

Approved as to form:

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Heidi Ann Wachter, City Attorney



### **Exhibit A**

(RIGHT-OF-WAY DEDICATION)

THAT PORTION OF LOT 22, BLOCK 3, TERRY ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 17 OF PLATS, PAGE 53, IN PIERCE COUNTY, WASHINGTON; SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 22,

THENCE ALONG THE SOUTH LINE THEREOF, SOUTH 89°01'09" EAST, 57.44 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING, SOUTH 89°01'09" EAST, 12.17 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, FROM WHICH THE RADIUS BEARS NORTH 00°58'51" EAST 20.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°26'46", AN ARC LENGTH OF 31.57 FEET TO THE WEST RIGHT OF WAY MARGIN OF HIPKINS RD;

THENCE ALONG SAID RIGHT OF WAY MARGIN, NORTH 00°32'05" EAST, 15.08 FEET TO THE BEGINNING OF A NONTANGENT CURVE TO THE RIGHT, FROM WHICH THE RADIUS BEARS NORTH 64°51'50" WEST 76.50 FEET;


THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°16'33", AN ARC LENGTH OF 48.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 361 SQUARE FEET, OR 0.01 ACRES MORE OR LESS.



To: Mayor and City Councilmembers

From: Paul A. Bucich, P.E., Public Works Engineering Director

Through: John J. Caulfield, City Manager 

Date: March 20, 2023

Subject: Clover Creek Engineering Alternatives Evaluation Final Report

During tonight's City Manager report, City Council will be briefed on the outcome of the Clover Creek Engineering Alternatives Evaluation. Public Works Engineering has completed the analysis of options and has a recommended option to include next steps for engineering, public outreach, and funding strategy. Attached, please find a reduced version of the final report without the figures and appendices. This reduced version is provided in the Council packet due to the 130 Mb size of the full report. The full report can be accessed on the project website, [https://cityoflakewood.us/wp-content/uploads/2023/03/Clover-Creek-Flood-Study\\_Engineering-Report\\_Final.pdf](https://cityoflakewood.us/wp-content/uploads/2023/03/Clover-Creek-Flood-Study_Engineering-Report_Final.pdf).

To refresh Council on the alternatives evaluated, the list of potential alternatives was winnowed down from an initial "anything is possible" twenty down to a realistic four:

- 1) Do nothing
- 2) Enhance the stream corridor to better pass the flows.
- 3) Construct a Levee/Floodwall along I-5
- 4) Construct a Levee/Floodwall along the stream corridor between Bridgeport Way and the Railroad boundaries upstream

The results of these evaluations were presented to City Council along with planning level cost estimates for implementation as well as potential flooding impacts for each alternative on October 20<sup>th</sup>, 2022. Those assessments have not changed. The final report outlines those assessments and includes the long term strategies necessary to attain the final outcome of the recommended solution.

Evaluating the four alternatives, the greatest benefit would be for the City to implement option 4, a levee/floodwall along the stream corridor. The overall planning level costs for the three options where action is taken are essentially the same at this level of investigation. The benefits, however, are significantly different between option 4 and the other two options, 2 and 3. Option 4 removes most of the lands currently predicted to flood in a 1% probability flood commonly

referred to as a 100-yr flood. The other two options remove flooding from I-5 and lands north and west but leave significant lands underwater between Clover Creek and I-5.

PWE has been approached by private developers interested in the vacant lands within the floodplain. They have expressed support for option 4 and indicated a willingness to support pursuit of this option financially.

Tonight PWE is seeking guidance from City Council on the recommended option, option 4.

If the Council direction is “do nothing further,” the City will submit a Letter of Map Revision to the Federal Emergency Management Agency (FEMA) requesting the official floodplain be modified to reflect the outcome of the work completed in 2020. Homes and businesses within the modified floodplain may be required by their lending agencies to obtain flood insurance under the National Flood Insurance Program (NFIP). Other undeveloped lands and lands seeking to build new or remodel existing will be required to meet the City’s floodplain regulations. Many of these lands were previously viewed as being within the 500 year floodplain, which is not regulated for construction activities.

# Clover Creek Flood Study Engineering Report

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Prepared for  
City of Lakewood  
Lakewood, WA  
February 2023

# Acknowledgements

Brown and Caldwell acknowledge the valuable contributions made by the City of Lakewood in conducting the Clover Creek Flood Study. Specifically, the project team recognizes the following City personnel for their efforts:

- Paul Bucich
- Weston Ott

The project team members are listed below:

- Dan Shapiro (Brown and Caldwell)
- Christopher Jones (Brown and Caldwell)
- Erin Cox (Brown and Caldwell)
- Ryan Retzlaff (Brown and Caldwell)
- Chris Frei (Watershed Science & Engineering)
- Nick Brouillard (Watershed Science & Engineering)
- Radhika Nair (BERK Consulting, Inc.)
- Rebecca Fornaby (BERK Consulting, Inc.)
- Michelle Ellsworth (BERK Consulting, Inc.)

Stakeholders:

- Mark Davila, Pierce Transit
- Rod Chandler, Pierce Transit
- Donovan Gray, Washington State Department of Ecology
- Andrew Larson, Washington State Department of Transportation
- Jacob Tennant, Washington State Department of Transportation
- Luke Assink, Washington State Department of Transportation
- Anne-Marie Marshall-Dody, Pierce County Surface Water Management and Flood District
- Tom Kantz, Pierce County Surface Water Management and Flood District
- Helmut Schmidt, Pierce County
- Rebecca McAndrew, Sound Transit
- Russ Ladley, Puyallup Tribe
- Char Naylor, Puyallup Tribe
- George Walter, Nisqually Tribe
- Meseret Ghebreslassie, Joint Base Lewis-McChord
- Darrin Masters, Washington Department of Fish and Wildlife



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## List of Abbreviations

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1D	one-dimensional
2D	two-dimensional
BC	Brown and Caldwell
BCE	business case evaluation
BNSF	Burlington Northern Santa Fe
BRIC	Building Resilient Infrastructure and Communities
CIP	capital improvement program
City	City of Lakewood
CPOD	Comprehensive Plan of Development
DEI	diversity, equity, and inclusion
Ecology	Washington State Department of Ecology
FCAAP	Flood Control Assistance Account Program
FCZD	Flood Control Zone District
FEMA	Federal Emergency Management Agency
FMA	Flood Mitigation Assistance
HEC-RAS	Hydrologic Engineering Center River Analysis System
I-5	Interstate 5
JBLM	Joint Base Lewis-McChord
LOMR	Letter of Map Revision
MCDA	Multi-Criteria Decision Analysis
NOI	Notice of Intent
TMDL	total maximum daily load
USACE	United States Army Corps of Engineers
USEPA	United States Environmental Protection Agency
WIFIA	Water Investment in Federal Infrastructure Act
WSE	Watershed Science & Engineering
WSDOT	Washington State Department of Transportation



# Executive Summary

The City of Lakewood (City) initiated this study and developed this Engineering Report to generate and evaluate project alternatives to mitigate 100-year flood risk along Clover Creek within the City limits. Federal Emergency Management Agency (FEMA) mapping reveals that the predicted 100-year flooding event would inundate portions of the City east of Interstate 5 (I-5) and north of Clover Creek. The intent of this engineering report is to evaluate potential alternative mitigation measures and determine the preferred alternative based on criteria developed as part of the study, engage stakeholders and the community, and utilize the existing hydrologic and hydraulic model to inform potential alternative flood reduction.

The hydrologic and hydraulic flood model was updated in 2019 for Clover Creek, which revealed a significant increase to the area impacted by floodwater when compared to the previous FEMA effective map of inundation for the 100-year event. The updated model suggests a significant portion of the City of Lakewood could be impacted by the floodwaters, including I-5. The flooding to I-5 could potentially result in significant new regulatory constraints placed on I-5. The City paused further coordination with FEMA to explore flood mitigation alternatives to reduce these potential impacts to the City and I-5. Refer to Section 3 for an in-depth discussion of the modeling results.

This report documents the potential flood mitigation alternatives that were developed and evaluated as part of this study and the resulting preferred alternative. This study and report provide the City and stakeholders with the information necessary to move forward with next steps to secure the funding and generate political support to proceed with the planning, design, and construction of the preferred alternative. See Section 2 for a full discussion of the alternative development, screening, and prioritization process and results.

This study considered many potential alternatives to mitigate flooding from Clover Creek. Four were evaluated in greater depth following an initial screening and prioritization of potential options:

- Do Nothing
- Stream and Channel Enhancements
- I-5 Levee
- Levee

The Do Nothing alternative would maintain the current floodplain and I-5 inundation risk as documented by FEMA and include the new areas shown to be inundated with the latest model updates.

The Stream and Channel Enhancement alternative would explore locations and areas where the Clover Creek riparian area and floodplain could be expanded to enhance the capacity of the creek and reduce flooding. This alternative would also put an emphasis on restoration activities that would benefit water quality in addition to salmon and other native species.

The I-5 Levee alternative would provide flood blockage such that I-5 and areas of the city west of I-5 would not be inundated. Much of the land east of I-5 would remain within the floodplain.

The Levee alternative would place a flood blocking structure along or setback from Clover Creek that would block nearly all flood water from the city. This alternative provides the most comprehensive flood mitigation benefit.

The preferred alternative is the Levee. However, significant elements of stream restoration and habitat enhancement should be considered as part of the preferred alternative to provide the greatest benefit to the creek and the community. Section 4 provides a full discussion of the alternative evaluation.

Local, state, and federal funding options including grants, loans, and partnering opportunities have been reviewed and evaluated as part of this study. Each funding option has been documented with steps for applying for and advancing each opportunity. Funding options and recommendations, including an approach and basic timeline, are detailed in Section 5.

Public engagement included developing a stakeholder committee and engaging with the community of Lakewood. The project team engaged key stakeholders to secure their involvement, meeting with the committee four times to share the study progress and receive feedback and input. The community of Lakewood participated in two meetings where the project status was shared and allowed time for questions. Section 6 highlights the outreach completed as part of this study.



## Section 1

# Project Background

This engineering report outlines the development and evaluation of potential flood mitigation alternatives and recommends a preferred alternative. This work was initiated based on updated floodplain modeling. The impetus for updating the flood modeling and initiating this study began with the City reviewing the effective Federal Emergency Management Agency (FEMA) flood maps and suspecting the maps may be over-predicting the flood inundation. The City contracted Watershed Science & Engineering (WSE) to update the hydrology and hydraulic model to better predict the 100-year flood extent. The updated model results revealed an increase to the 100-year flood extent.

The updated 100-year floodplain was presented to regulators for consideration. The updated floodplain would significantly increase risk to the City, its infrastructure, and private property and impose significant cost to property owners in the form of flood insurance. Additionally, the FEMA designated floodway would increase within the Clover Creek riparian area but also be designated in areas outside of the creek and across Interstate 5 (I-5). A floodway designation by FEMA limits development and structural changes to the floodway and has significant flood insurance implications.

Based on this information, City leaders requested to pause any further update to the 100-year floodplain with FEMA so that a study could be performed to evaluate potential mitigation alternatives that could reduce the impact of an updated floodplain designation and the likelihood of flood impacts.

The study area along Clover Creek begins at the Burlington Northern Santa Fe (BNSF) railroad to the east, which runs north–south and extends to Steilacoom Lake where Clover Creek terminates (Figure 1.)

## 1.1 Flooding History

Clover Creek has a history of flooding, most recently in 1996 when the Gen-Villa Apartments were flooded. Flooding has also occurred over the years downstream of the Gen-Villa Apartments along 58th Avenue SW and the surrounding properties. Flooding can be characterized as ‘nuisance flooding’ and localized flooding may occur a few times per year or not at all, depending on the winter. There is no record or observation of a larger flood that has inundated the area in the way a 100-year event would impact Lakewood.

Lakewood and the surrounding region are characterized by unusual geology and hydrogeology due to past continental and alpine glaciation. The subsurface geology can absorb and move water from upstream to downstream locations. The groundwater/surface water interface is most prominent in the Graham, Frederickson, and Spanaway communities where groundwater reaches the surface and can flood areas for weeks, as it did in the winter of 2017. Similarly, 123rd Street SW in Lakewood experiences similar groundwater flooding that can occur weeks after rain events and last for weeks. This unusual geology creates unique challenges to managing flooding in the region.

## 1.2 Previous Studies

Clover Creek has been studied over the years to characterize the potential hazard of flooding and to mitigate the threat of flooding. These studies are highlighted below.

### 1.2.1 Effective FEMA Flood Insurance Study

Effective FEMA flood hazard mapping for Clover Creek is based on a 2006 Flood Insurance Study that applied one-dimensional (1D) Hydrologic Engineering Center River Analysis System (HEC-RAS) hydraulic modeling and Hydrological Simulation Program—Fortran hydrologic modeling Northwest Hydraulic Consultants (NHC, 2006). Flood hazards determined within the City at that time included 100-year breakout flooding along 58th Avenue downstream from Pacific Highway and overbank flooding between Joint Base Lewis-McChord (JBLM) and Bridgeport Way that would overtop I-5 and inundate downstream areas.

### 1.2.2 2003 Brown and Caldwell Study

This study was initiated following the flooding of Gen-Villa Apartments in 1996 to explore mitigation options to alleviate flooding in the area. The study included the evaluation of four alternatives: storage in new off-channel ponds at two sites upstream of the flooding, diversion piping, increased bank elevations, and off-channel conveyance improvements. The final report outlines a preferred alternative, which focuses on off-channel conveyance improvements and the most likely alternative to mitigate flooding while considering costs, permitting, and overall performance. The recommended improvements have not been implemented to date.

### 1.2.3 2019 Flood Hazard Analysis

In 2019, WSE completed a study to refine FEMA flood hazard mapping for Clover Creek within the City (WSE, 2020). The resulting FEMA HEC-RAS 1D hydraulic model was updated by adding a two-dimensional (2D) flow area to route overbank flow. The resulting 1D/2D model was run in the unsteady mode to simulate the 100-year flood event to support updated floodplain mapping.

During the study, a berm along Clover Creek was identified as a non-accredited levee. The berm is located on the right bank of the creek just downstream of the BNSF-McChord railroad crossing. WSE followed FEMA guidelines to complete a levee failure analysis by running an additional 100-year model simulation with the levee removed from the model geometry.

Mapped flood hazard areas and base flood elevations from the 2019 study reflect a combination of worst-case scenarios, both with and without levee simulations. Flood inundation extents are similar to effective mapping boundaries, and results confirm the risk of a 100-year flood overtopping I-5. Failure of the unaccredited levee results in significant flow in the overbank, and the FEMA floodway would no longer be contained to the channel without creating a 1-foot surcharge. A revised floodway was not developed as part of the 2019 study but would need to extend through the overbank and over I-5 to meet surcharge requirements. The WSE 2020 memorandum is provided as Appendix A with additional detail.

## 1.3 2022 Flood Mitigation Evaluation

Based on the 2019 100-year floodplain evaluation completed by WSE, the City chose to evaluate mitigation alternatives prior to updating the base flood elevations for the 100-year floodplain and include I-5 as part of the floodway. The resulting alternative development, evaluation, and suggested preferred alternative are included in this engineering report.

## Section 2

# Flood Mitigation Alternatives

The development of flood mitigation alternatives included a comprehensive, holistic review of the watershed and how it functions to determine how the 100-year flood could be mitigated in Lakewood. A broad suite of alternatives was initially proposed, which were processed through various screening and modeling evaluations to narrow the list down to four viable alternatives, including the Do Nothing alternative. These four alternatives were further evaluated in finer detail to determine the preferred alternative. The evaluation process and steps are described in more detail below and in Section 4.

Goals for flood mitigation include removing as much land from the 100-year floodplain as possible and removing floodwaters from overtopping I-5. If an alternative accomplished this goal, while creating higher flows in the creek, mitigation measures for these downstream impacts were also included in the alternative, through floodplain creation or the construction of flood walls, to keep Clover Creek within its banks.

## 2.1 Flood Mitigation Alternative Development

To develop a comprehensive list of potential alternatives, the consultant team reviewed modeling results for the existing conditions to identify potential mitigation measures. The team developed the following five categories of solutions to help guide the creation of the potential alternatives list:

- Do nothing
- Levee or block the flooding
- Create flood storage
- Enhance the watershed and/or riparian-zone restoration
- Improve capacity

The consultant team developed a comprehensive list of potential alternatives and then conducted a broad review and analysis of the watershed. This historical review included reviewing historical aerials, discussing development patterns with the City, evaluating historical flooding events, and reviewing the surficial and groundwater hydrology patterns in the watershed. Due to site conditions, including limited space, and concerns of high groundwater, some alternatives were quickly dismissed but have still been included here for documentation purposes.

Based on the five categories above, the team developed 12 potential alternatives, which are presented below in Table 2-1. Each of these potential alternatives was evaluated to estimate the potential for flood mitigation and ranked as high, medium, or low. The engineering and implementation considerations for each of these alternatives have also been considered. The estimated mitigation ranking, engineering, and implementation considerations are included in the full table included in Appendix B.

**Table 2-1. Potential Flood Mitigation Alternatives**

Alternative	Name	Type	Description
A1	Do nothing	–	Continue business as usual with inherent risk of FEMA mapped floodplains containing I-5 and other local businesses and residential buildings.
A2	Regional storage	Storage	Create regional storage facilities throughout the watershed. Storage could be inline/offline or floodplain benching.
A3	Bypass pipe	Capacity improvements	Construct a pipe/channel capable of rerouting/bypassing high flows downstream.
A4	Set back levee or flood wall	Storage/capacity/blockage	Set back levee along the north bank to limit flooding. Location of levee to be determined.
A5	Levee or flood wall along creek	Flood blockage	Levee along the creek to block floodwaters from exiting the channel.
A6	Creek restoration/capacity enhancements	System improvements/capacity	Upstream and downstream restoration of Clover Creek to include habitat improvements, flood mitigation and storage, bank stabilization, and the implementation of low impact development to improve water quality.
A7	WSDOT ditch blockage or flood wall along I-5	Flood blockage	Flood propagation begins at the creek and moves north mostly west of 47th Ave. The drainage ditch along I-5 would be blocked and would not allow drainage or floodwater to move north or south along the east side of I-5.
A8	Watershed wide management study	Upstream improvements	Implement a feasibility study to measure and monitor flows from the upstream watershed and determine watershed-wide actions to help mitigate peak flows.
A9	Raise profile I-5	Flood blockage	Elevating the northbound lanes of I-5 would effectively remove the roadway from the floodplain and block floodwater from the western side of I-5.
A10	TMDL integration	Integrated approach	Integrate TMDL operations to also consider flood mitigation throughout the watershed.
A11	Fill Low areas along Clover Creek	Flood blockage	Fill areas along the creek to effectively raise the bank elevation while still enabling development to occur.
A12	Creation of floodplain	Capacity improvements	Purchase property and establish easements for the creation of intentional floodplain storage areas with flooded area as well as upstream and downstream.

TMDL = total maximum daily load

WSDOT = Washington State Department of Transportation

These twelve alternatives were discussed in detail during a regular project meeting with the City to reduce the number of alternatives based on the information available, including feasibility, effectiveness, stakeholder input, and ability for alternative to meet flood mitigation goals. This early alternative reduction resulted in eight alternatives considered as likely candidates for implementation. Alternatives A1, A3 through A7, A9 and A11 were included in the next stage of screening.

Table 2-2, below, provides additional information about each of the eight alternatives and some of the rationale or challenges associated with implementation.

<b>Table 2-2. Alternatives and Engineering Considerations</b>		
<b>Alternative</b>	<b>Name</b>	<b>Engineering and Implementation Considerations</b>
A1	Do Nothing	The economic impacts associated with flood risks include damage and closures to local businesses, damage to residential buildings, and the potential closure of I-5.
A3	Bypass pipe	Involves the design and construction of miles of new infrastructure. Project will be expensive and finding an acceptable alignment to minimize utility conflicts will be challenging. Estimate of roughly 2 miles of pipe to Steilacoom Lake.
A4	Set back levee or flood wall	The displacement of floodwaters may trigger a no-rise analysis or other permitting requirements. Downstream capacity and flooding would also require consideration or attention.
A5	Levee or flood wall along creek	Private property and structures along the north bank may add complexity along with permitting challenges such as a no-rise analysis.
A6	Creek restoration/capacity enhancements	Project will require an extensive study of the Clover Creek watershed, which will likely include stream flow and quality monitoring.
A7	WSDOT ditch blockage or flood wall along I-5	Construction and/or hydraulic modifications within the floodway may trigger a no-rise analysis or other FEMA permitting requirements.
A9	Raise profile of I-5	Changing the profile of a federal highway will likely have significant unforeseen challenges. Changing the vertical profile of I-5 will have practical challenges; however, construction to elevate the roadway may be more feasible.
A11	Fill low areas along clover creek	The feasibility of relocating current occupants, both businesses and residents, poses challenges. Purchase of easements/property may be costly.

Once these eight alternatives were identified and evaluated in a qualitative way, they entered the initial screening process described in Section 2.2 below.

## 2.2 Flood Mitigation Initial Screening Criteria Development

Screening criteria for the eight alternatives were developed for further evaluation and consideration of the suitability and ability of each alternative to address multiple criteria while mitigating flooding to various degrees. The criteria were developed based on the following four overarching elements:

- Environmental
- Community
- Implementation
- Cost

Seventeen specific criteria were developed within these four key elements. The environmental element of the screening criteria includes three specific criteria; community includes five specific criteria; implementation includes three specific criteria; and cost includes six specific criteria. Each of the 17 criteria have been scored with a zero, five, or ten. Table 2-3 details the scoring criteria definitions for each of the seventeen specific criteria.



**Table 2-3. Screening Criteria Definition for Scoring**

Element	Criteria	Scoring Definition		
		0	5	10
Environmental	Stream water quality impact	Alternative provides no significant water quality benefits	NA	Alternative provides some water quality treatment or passive improvement in stream water quality
	Stream health/fisheries benefits	Alternative provides no added benefit	Alternative provides moderate improvement at only the project site	Significant improvement at project site and along the stream corridor
	Natural wetland and species impacts	Alternative decreases effective wetland area	Alternative maintains current wetland area	Alternative creates a measurable area of new significant wetland area
Community	Diversity, equity, and inclusion (DEI)	Alternative negatively impacts DEI in some way	Alternative is neutral with respect to DEI, neither positive nor negative	Alternative acknowledges marginalized or underserved groups in the community and addresses past inequities
	Community impact (non-specific general disruption)	Alternative has high community impact	Alternative has moderate impact on the community	Alternative has little impact on the community
	Emergency response	Alternative has no significant impact on emergency response	Alternative improves emergency response in the area by reducing flooding and increasing flood risk awareness in the area	Alternative improves emergency response in the area by significantly reducing/eliminating flooding and increasing flood risk awareness in the area
	Transportation impact	Alternative provides no significant improvements to transportation impacts due to flooding	Alternative provides access to all major corridors with some interruption during flooding events	Alternative largely mitigates flooding impacts to transportation infrastructure
	Safety from flooding (structure flooding)	Alternative has no influence on the number of structures impacted	Alternative provides more than a 30% reduction in the number of structures impacted	Alternative provides more than a 70% reduction in the number of structures impacted
Implementation	Feasibility	Alternative requires significant regulatory hurdles due to major mitigation or compensatory impacts	Alternative requires significant mitigation of implementation impacts	Alternative requires a reasonable level of mitigation of implementation impacts
	Community enhancement	Alternatives provides minimal flood impact improvements for the community	Alternative provides community enhancement through flood reduction and safety improvements	Alternative enhances the community through the creation of open/green space, low-impact development, or transportation improvements
	Timeline for full implementation	Effective in more than 20 years	Effective in 10 to 20 years	Effective in less than 10 years
	Maintainability	Alternative is anticipated to require monthly (or more frequent) inspection and maintenance	Alternative is anticipated to require quarterly inspections and some maintenance	Alternative requires inspection after large rainfall events and minimal maintenance and upkeep

**Table 2-3. Screening Criteria Definition for Scoring**

Element	Criteria	Scoring Definition		
		0	5	10
Cost	Land acquisition or easement need	Alternative is likely to have significant land needs—more than 10 acres	Alternative is likely to have some land needs—between 5 and 10 acres.	Alternative is likely to have little land needs—less than 5 acres.
	Relative implementation cost	Anticipated alternative implementation cost is relatively high—greater than 25 million	Anticipated alternative implementation cost is moderate—between 10—25 million.	Anticipated alternative implementation cost is relatively low, less than 10 million
	Undeveloped land within floodplain	Alternative has no impact on floodplain extents	Alternative removes up to 20 acres from the floodplain for potential development	Alternative removes 20 or more acres from the floodplain for potential development
	Transportation interruptions	Alternative reduces transportation cost impacts by less than 10 percent	Alternative reduces transportation cost impacts by up to 50 percent	Alternative reduces transportation cost impacts by more than 50 percent
	Local business impacts	Alternative provides no significant reduction in flood-related business costs	Alternative provides moderate reduction in flood-related business costs	Alternative provides significant reduction in flood-related business costs
	Residential building impacts	Alternative provides no significant reduction in flood related recovery costs	Alternative provides moderate reduction in flood related recovery costs	Alternative provides the most reduction in flood related recovery costs

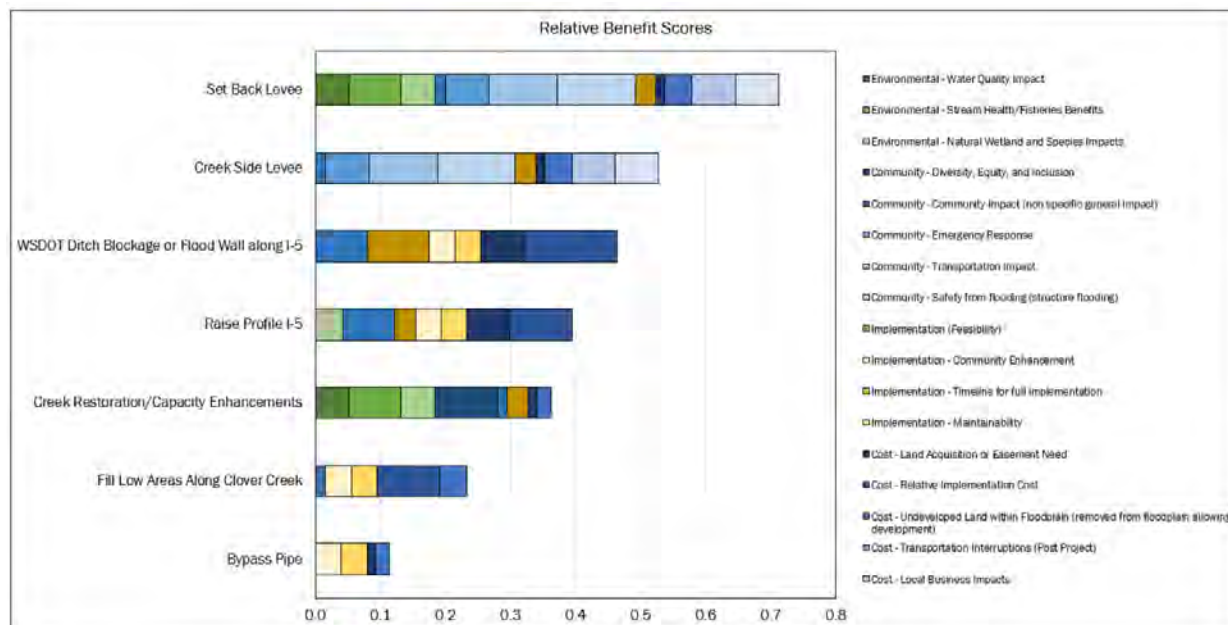
## 2.3 Flood Mitigation Alternative Initial Screening

Each alternative received the following scores using the criteria described above:

- 0.72: Set Back Levee
- 0.53: Creek Side Levee
- 0.47: Washington State Department of Transportation (WSDOT) Ditch Blockage or Flood Wall along I-5
- 0.39: Raise Profile I-5
- 0.36: Creek Restoration/Capacity Enhancements
- 0.23: Fill Low Areas Along Clover Creek
- 0.12: Bypass Pipe

Figure 2-1 provides a graphical representation of the scoring along with the relative score for each of the criteria listed in Table 2-3. This figure shows the relative score of one element compared to others for each of the seven alternatives.

For example, the Set Back Levee scored well for the environmental criteria (shown in green) compared to the Creek Side Levee. This difference is the primary reason the Set Back Levee scored higher than the Creek Side Levee.



**Figure 2-1. Mitigation alternative relative benefit scores**

These seven alternatives were evaluated and screened based on the scoring shown in Figure 2-1 to further narrow down the number of potential alternatives. Several alternatives were either removed or combined over the span of several meetings to review and discuss the alternatives as a team.

The bypass pipe (Alternative A3) was determined to not be a reasonable alternative due to its low relative benefit score and was removed for any further study.

The first two alternatives, Set Back Levee and Creek Side Levee were combined to form a Levee alternative that could include either alternative to remain flexible in how the levee alternative is applied.

Alternatives three and four, WSDOT Ditch Blockage/Flood Wall along I-5 and Raise Profile I-5, both addressed the specific goal of removing floodwaters on I-5 and were thus combined to provide a second final alternative.

The third final alternative combined the Creek Restoration/Capacity Enhancements and Filling Low Areas Along Clover Creek. These two alternatives mitigate flooding through modifications to the local topography around the creek, while providing riparian enhancements, and were therefore combined.

This approach of combining the top six scoring alternatives into three alternatives allowed for each alternative to remain broad and flexible, with the City and other stakeholders given the freedom to later determine project extent and the degree of implementation. Based on this approach the final four alternatives are listed below:

- Do Nothing
- Channel and Capacity Enhancement
- I-5 Levee
- Levee

For more detail on the analysis of these four alternatives see Section 3.

## 2.4 Final Flood Mitigation Alternatives

The following section describes the final four flood mitigation alternatives that were chosen for in-depth analysis, including hydraulic modeling, cost estimation, and multi-criteria decision analysis (MCDA). Elements common to each of the three mitigation alternatives include the certification of an existing (uncertified) levee west of the BNSF railroad tracks and improvements downstream of I-5 that might include creek-side embankments or levee improvements. These two elements and the four mitigation alternatives are discussed in greater detail in the following sections.

### 2.4.1 Do Nothing Alternative

The Do Nothing alternative includes continuing business as usual, acknowledging the existing flood hazard, and proceeding to update FEMA flood mapping based on the results of the 2019 flood hazard analysis. This alternative would include submitting a Letter of Map Revision (LOMR) to adjust the regulatory floodplain boundary to include the levee failure scenario, likely resulting in floodwaters overtopping I-5 and subjecting I-5 to regulations associated with FEMA floodway regulations. Submitting a LOMR will also result in more properties inside the 100-year floodplain that would then be required to secure floodplain insurance. The 100-year flood extents for this alternative are shown in attached Figure 2.

### 2.4.2 Channel and Capacity Enhancement Alternative

The channel and capacity enhancement alternative would add or expand floodplain benches along the existing channel to increase flood storage and conveyance capacity to reduce the extent and duration of overbank flooding. To simulate this alternative, the model was updated to cut floodplain benches at the 2-year flood elevation where it appeared feasible to do so. The actual implementation of this alternative is uncertain. Much of the land adjacent to the creek is private property. Channel capacity improvements would occur within the reach of Clover Creek extending approximately 1 mile from the BNSF railroad tracks west of JBLM to the end of Clover Park Drive SW, where the banks of the creek are elevated. Areas of floodplain benching would also be considered for stream bank enhancement and habitat creation for instream and riparian benefit. Habitat improvements have not been quantified but would be a major element of this alternative. The 100-year flood extents for this alternative are shown in Attached Figure 3.

Results assume that the existing non-accredited levee at the upstream model extent would be certified as providing 100-year flood protection. Inundation results in attached Figure 3 also assume that high ground along the channel reach downstream from I-5 would be elevated using fill, short levee segments, flood walls, or some alternative mechanism to prevent breakout flow.

### 2.4.3 I-5 Levee Alternative

The I-5 Levee alternative would construct a levee to limit flood extents and prevent flooding of I-5. The levee would begin at 47th Ave SW and extend west along 120th St SW to the I-5 on-ramp where it would extend southwest until it reaches high ground, at approximately 121st St SW. The levee would be approximately 950 feet long with an average height of approximately 4 feet and a maximum height of approximately 6 feet in order to provide adequate freeboard (3 ft) and tie-ins to meet FEMA requirements for a certified levee.

Habitat improvements would be identified along the entire stretch of Clover Creek to improve instream, riparian, and upland conditions. No specific locations have been identified at this time. The hydraulic model was updated to simulate the levee alignment described above. The 100-year flood extents and approximate location of the proposed levee for this alternative are shown in attached Figure 4.

Results assume that the existing non-accredited levee at the upstream model extent would be certified as providing 100-year flood protection. Inundation results shown in Figure 4 also assume that high ground along the channel reach downstream from I-5 would be elevated using fill, short levee segments, flood walls, or some alternative mechanism to prevent breakout flow.

#### **2.4.4 Levee Alternative**

This alternative would construct a levee to contain Clover Creek flood extents between JBLM and I-5. The exact alignment of the levee has not been defined; however, preliminary modeling placed the levee beginning at high ground near the BNSF railroad and extending west along the south side of the Tacoma Power electrical station and Carlyle Court Apartments. The levee then continues west along the southern boundary of the James Apartments where it ends at high ground along Bridgeport Way SW. The levee will need to terminate at natural high ground and provide at least 3 feet of freeboard to meet FEMA requirements for a certified levee.

Areas of potential habitat restoration would be identified along the entire stretch of Clover Creek to improve instream, riparian, and upland conditions. No specific locations have been identified at this time; however, if the levee is set back from the creek, there may be significant area available for habitat restoration. Simulated 100-year flood extents and approximate location of the proposed levee for this alternative are shown in attached Figure 5.

Inundation results in attached Figure 5 assume that high ground along the channel reach downstream from I-5 would be elevated using fill or short levee segments to prevent breakout flow downstream, along 58th Avenue.



## Section 3

# Hydraulic Modeling and Analysis

The modeling performed for this study is an extension of the work previously completed by WSE, documented in the report *Clover Creek LOMR Hydraulic Modeling and Mapping* (2020). The modeling completed and discussed below was done in support of alternative evaluation for flood mitigation. The existing model was used with slight modifications to test or evaluate the flood mitigating capacity of each alternative.

### 3.1 Existing Model/Do Nothing Alternative

The current flood mapping shows inundation along the north bank of Clover Creek and east of I-5 for the 100-year event. The current 500-year flood extents include portions of the city west of I-5 including Pacific Highway and Sound Transit rail.

#### 3.1.1 Effective FEMA model

The current effective FEMA flood map shows most of the flooding occurring on the east side of I-5 with some flooding downstream along the creek west of I-5.

The current effective FEMA hydraulic model is a 1D steady state HEC-RAS model. Hydrology is based on Hydrological Simulation Program—Fortran modeling of the basin (Northwest Hydraulic Consultants, 2006). The effective FEMA model flood inundation maps and flood insurance study are available from the FEMA website at <https://msc.fema.gov/portal/home>.

#### 3.1.2 City of Lakewood Clover Creek 1D/2D Study Update 2019

One-hundred-year inundation results were refined as part of the City mapping update in 2019 and documented in the WSE report (2020). WSE updated the effective FEMA HEC-RAS 1D hydraulic model by adding a 2D flow area to route overbank flow escaping the main channel. The resulting 1D/2D model was run in unsteady mode to simulate the 100-year flood event to support updated floodplain mapping. A levee failure simulation was also included to capture the potential for the uncertified levee to fail near the upstream portion of the study reach near BNSF railroad, as described in Section 2.4. The resulting flood map is a composite of the worst case for model runs with and without levee failure 100-year flooding (Appendix A). For a more detailed report of the modeling and results please refer to the report *Clover Creek LOMR Hydraulic Modeling and Mapping* (2020).

### 3.2 Preferred Alternative Model Development and Analysis

Utilizing the updated flood model, the project team evaluated the potential alternatives. The hydraulic model was modified for each alternative with general assumptions for the location and extent of each alternative. This process provided model output showing flood extent and depth for each alternative.

#### 3.2.1 Do Nothing Alternative

The 2019 1D/2D model of Clover Creek represents the Do Nothing alternative and would be represented by the composite flooding as discussed above in Section 3.1.2.



### 3.2.2 Channel and Capacity Enhancement Alternative

Channel and capacity enhancements were simulated within the 1D/2D model by adding or expanding floodplain benches. Modifications were made within the 1D channel cross sections at approximately the 2-year water surface elevation. The 1D cross sections were modified to extend or add a bench away from the creek for up to 30 feet at the 2-year water surface elevation. These modifications were made to undeveloped land adjacent to the channel.

Modeling for this scenario assumed that the existing non-accredited levee at the upstream model boundary would be certified; therefore, no levee failure simulations were completed. Existing lateral structures that represent the connection between the 1D channel and 2D overbank areas of the model were raised downstream of I-5 to prevent flow from leaving the channel and flooding areas along the right overbank. Refer to attached Figure 6 for the area of potential enhancement.

### 3.2.3 I-5 Levee Alternative

A levee was simulated to block flow from entering the I-5 roadside ditch, allowing floodwaters to travel north and overtop I-5. A levee was added within the 2D portion of the model by adding an embankment along the levee alignment to prevent flows from overtopping I-5. It is assumed the levee would be accredited with the United States Army Corps of Engineers (USACE) to provide 100-year flood protection; therefore, no levee failure simulations were completed. Existing lateral structures, along the creek, that represent the connection between the 1D channel and 2D overbank areas of the model were elevated downstream of I-5 to prevent flow from exiting the channel and flooding areas along the right overbank, simulating a small levee or flood walls. Refer to attached Figure 4 for the levee location.

Modeling for this scenario also assumed the existing non-accredited levee at the upstream model boundary would be certified with the USACE; therefore, no levee failure simulations were completed.

### 3.2.4 Levee Alternative

A levee was simulated to reduce right overbank flooding between the BNSF railroad, at the east end of the project area, and I-5, which splits the project area roughly in half. The levee was added within the 2D portion of the model by adding an embankment along the levee alignment to prevent flooding. The embankment was elevated to a height that eliminated any flooding to the north or into the right bank. It is assumed that the levee would be accredited by the USACE to provide 100-year flood protection; therefore, no levee failure simulations were completed. Existing lateral structures, along the creek, that represent the connection between the 1D channel and 2D overbank areas of the model were elevated downstream of I-5 to prevent flow from exiting the channel and flooding areas along the right overbank, simulating a small levee or flood walls. Refer to attached Figure 5 for the levee location.

Modeling for this scenario also assumed the existing non-accredited levee at the upstream model boundary would be certified with the USACE; therefore, no levee failure simulations were completed.

## Section 4

# Alternatives Analysis

The three preferred alternatives and the Do Nothing alternative were evaluated through an abbreviated business case evaluation (BCE). The abbreviated BCE of the four alternatives included criteria that had the potential to demonstrate meaningful differences between the four options. The criteria included qualitative and quantitative elements and financial impacts.

## 4.1 Development of Planning Level Evaluation Criteria and Scoring

To provide a recommendation for a preferred flood mitigation alternative, Brown and Caldwell (BC) leveraged a decision-support framework that includes engagement with stakeholders and the community in the decision-making process. The steps of the decision-support process and groups engaged in each step are outlined in Figure 4-1. This process is often referred as a multiple criteria decision analysis (MCDA).

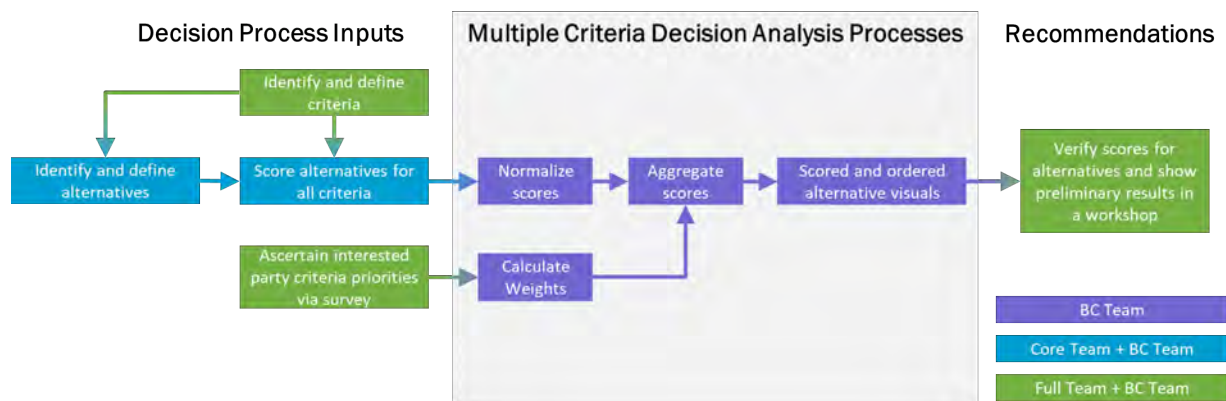


Figure 4-1. Decision-support process flow diagram

### 4.1.1 Criteria Selection

Decision criteria were identified to differentiate and prioritize the four alternatives presented. Non-monetary criteria are critical to project success and require a defensible, repeatable approach that makes use of project information available at the time.

BC formulated an initial set of 31 criteria during scoping and in a project team screening criteria identification working session. Criteria were grouped based on overlapping mechanisms (e.g., environmental factors versus environmental water quality impact). This exercise was conducted by BC and vetted by the City project team. The final list of eight decision criteria was formulated to highlight the benefits associated with project alternatives compared to one another and together represent non-monetary benefits. The descriptions associated with decision criteria are shown in Table 4-1. Due to the importance of capital and flood impact costs, those variables were considered against non-monetary benefits, where monetary cost and non-monetary benefits were plotted against one another to highlight project alternatives with high benefit and low cost.



**Table 4-1. Decision Criteria and Associated Descriptions**

Criterion	Description
Water quality and habitat	Habitat and water quality conditions that are either supportive or detrimental to aquatic species.
Community flood reduction benefits	Spatial extent of flooding to approximate impacts of flooding that are not captured in flood cost analysis (e.g., business development in region, business downtime, community perception, traffic impacts to immediate and surrounding area).
Community safety	Magnitude of population that could be adversely affected by flooding and/or associated emergency response capability, including hospital access.
Community improvement—greater community	Community benefits not related to flooding, including nature-based solutions and/or educational opportunities, green spaces, parks, and setbacks.
Community improvement—DEI	Investments in and impacts to traditionally underserved neighborhoods.
Shovel readiness	Time to fully implement an alternative. This effectively encompasses funding time, political buy-in, land acquisition, permitting, construction, etc.
Ease of operation	Maintenance/operational upkeep requirements.
Leverages City land	An alternative leverages City-owned land versus requiring coordination with private landowners.

### 4.1.2 Criteria Weightings

The City provided an initial set of category weightings in association with the updated criteria list (Figure 4-2). The weights reflected the importance of benefiting the community and environment, with a minimized focus on technical logistics.

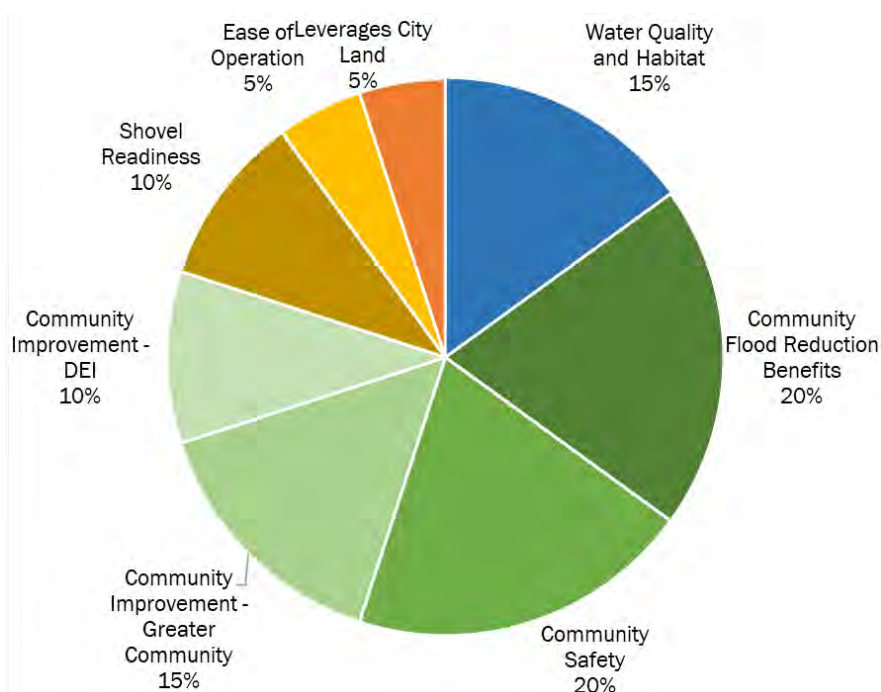


Figure 4-2. Category weights as specified by the City on September 15, 2022

### 4.1.3 MCDA Scoring Methodology

The eight criteria identified and defined in Section 4.1.1 were used to score each of the four alternatives under consideration. Details on scoring methods and alternatives scores are discussed

and shown in subsequent sub-sections. Quantitative criteria, e.g., flood inundation data, were characterized using data gathered during alternative development.

Quantitative scores were normalized using Equation 1 below per MCDA literature (Marler and Arora, 2004; Cinelli et al., 2020). The equation is used to normalize scores across criteria bounding them between 0, the least relative benefit, and 1, the most relative benefit. This process orients the analysis so maximum normalized scores are associated with maximum benefit. Qualitative scores were normalized by determining the percentile of a selected project's benefits compared to other projects for each qualitative criterion, thus avoiding pitfalls associated with qualitative criteria. This approach allowed for differentiation of relative project performance, which highlights benefits across each of the project alternatives. In cases where lower numbers represent higher benefit, the normalized scores were deducted from 1 to re-orient the normalized score so a larger number resulted in a lower normalized relative score (Equation 1).

Normalized scores were multiplied by their component weights and summed to represent their aggregate benefit. Alternatives were ranked and then ordered from highest benefit to lowest benefit.

$$N_{score,i} = \frac{r_i - r_{min,benefit}}{r_{max,benefit} - r_{min,benefit}} \quad \text{or} \quad N_{score,i} = 1 - \frac{r_i - r_{min,detriment}}{r_{max,detriment} - r_{min,detriment}} \quad \text{Equation 1}$$

Where:

$N_{score,i}$  = Normalized criterion score for ith criterion

$r_i$  = Raw criterion score for ith criterion

$r_{max,benefit}$  = Maximum benefit raw criterion score

$r_{max,detriment}$  = Maximum detriment raw criterion score

$r_{min,benefit}$  = Minimum benefit raw criterion score

$r_{min,detriment}$  = Minimum detriment raw criterion score

## Water Quality and Habitat

Water quality and habitat benefits was scored by considering the likelihood of new areas to be created or made available by the proposed alternatives and the proximity of those areas to the creek and existing habitat. Water quality would be provided by new areas being made available for wetlands and riparian zones. The total new area potentially made available for habitat and water quality was estimated and used for scoring. The Do Nothing alternative provides no new area and does not change the current opportunities and therefore scores a 0. The Channel and Floodplain Enhancement alternative provides the greatest opportunity, which results in a normalized score of 1. The two levee alternatives scores fall between the others and have the same normalized score. The criteria and scores are presented below in Tables 4-2 and 4-3.

**Table 4-2. Water Quality and Habitat Scoring Bins**

Score	Differentiating Details
1	Does not improve and may decrease habitat and water quality benefits compared to existing condition
2	Maintains status quo habitat and water quality benefit
3	Provides habitat and water quality benefits via channel widening/vegetation/wetland creation, etc. compared to existing condition
4	Significantly improves habitat and water quality benefits via channel widening/vegetation/wetland creation, etc. compared to existing condition

**Table 4-3. Alternative Scores for Water Quality and Habitat**

Alternative	Score	Normalized Score
Do Nothing	2	0.00
Levee	3	0.33
I-5 Levee	3	0.33
Channel and Floodplain Enhancements	4	1.00

### Community Flood Reduction Benefits

Community flood reduction benefits was scored by considering the total flood reduction area associated with a flood reduction alternative during an anticipated flood event (Table 4-4). This scoring mechanism was assumed a proxy for parameters that are challenging to monetize such as business development within region, business downtime, and community perception. While numerically the I-5 Levee alternative reduces flooding to a similar degree as the Levee alternative, spatially and visually there is a significant difference in modeled flooding to the south of I-5 between those two alternatives. For this reason, this criterion used the I-5 Levee raw score as the  $r_{min,benefit}$  value in Equation 1. As a reference point to understand the benefit of each alternative,  $r_{min,benefit}$  was set to 0 acres representing the Do Nothing alternative, which was also considered for completeness and shown in Figure 3.

The area, considered a proxy, for the community flood reduction was calculated by computing the overlap between modeled flood extents and City provided parcels information in Esri's ArcGIS Pro. The total area of flooding for the Do Nothing condition was used as a baseline, and the total flooding areas were calculated for each alternative and subtracted from the baseline to calculate total flood reduction area (Table 4-4).

**Table 4-4. Alternative Scores for Community Flood Reduction Benefits**

Alternative	Flood Area Mitigated (Acres)	Normalized Score
Do Nothing	0	0.00
Levee	164	1.00
I-5 Levee	120	0.00
Channel and Floodplain Enhancements	129	0.19

### Community Safety

Community safety was scored by considering how many road miles would be inundated in an anticipated flood event (Table 4-5). Roadway inundation was assumed a proxy for emergency response and emergency service access and, therefore, community safety. Because a higher inundation number is worse for this criterion, the equation oriented around detriment was used for normalization (Equation 1). The Do Nothing alternative was associated with the most roadway flooding while flood reduction alternatives all minimized safety impacts due to roadway flooding to a high degree. Figure 4-3 provides the flood reduction calculations associated with each alternative.

The length of road flooded for each alternative was calculated using a similar process as for community flood reduction benefits, but instead of looking at flooded parcels, only public rights-of-way were considered, which represented flooded roadways. The total area was calculated for each alternative and then divided by 11 feet to represent a typical lane-width, which provides an estimate of lane-miles flooded.

**Table 4-5. Alternative Scores for Community Safety**

Alternative	Remaining Flooded Roadways (Road Miles)	Normalized Score
Do Nothing	34.4	0.00
Levee	1.5	1.00
I-5 Levee	7.6	0.81
Channel and Floodplain Enhancements	6.9	0.84

### Community Improvement—Greater Community

Community improvement—greater community was scored using the expected area that would be improved for community use (e.g., parks, greenspace) (Table 4-6). Areas were identified by visually identifying open areas where parks exist and can be expanded, or where vacant lots were pulled out of the floodplain, presenting an opportunity for community enhancement. The following table provides the total areas estimated to be available for public space when flood reduction benefits of each alternative are realized. The Levee alternative demonstrated the most potential for added community spaces, while the other alternatives provide a variety of potential with the Do Nothing alternative providing none.

**Table 4-6. Alternative Scores for Community Improvement – Greater Community**

Alternative	Community Improvement Area (Acres)	Normalized Score
Do Nothing	0	0.00
Levee	13.6	1.00
I-5 Levee	7.6	0.56
Channel and Floodplain Enhancements	7.6	0.56

### Community Improvement—DEI

Community improvement is specifically related to diversity, equity, and inclusion (DEI) and is a multifaceted subject, and flood mitigation projects have the potential to impact this criterion in several ways. Flood reduction intrinsically provides benefits to those who are traditionally disadvantaged (and live in the existing floodplain) by reducing risk to their property and increasing the value of their land. These benefits are complex in that they both benefit a traditionally underserved population and present potential unintended consequences, such as gentrification. Other implications may include updated zoning or use of private land to implement an alternative, both of which have the potential for displacement. Due to the complexities in benefits and unintended consequences of flood mitigation alternatives, each alternative was scored equally for this criterion. A case where the Do Nothing scored a 1 and the Levee alternative scored a 3 was also considered to emphasize benefits of flood mitigation to underserved communities for completeness. The results of the scoring are provided in Tables 4-7 and 4-8.

**Table 4-7. Community Improvement—DEI Scoring Bins**

Score	Differentiating Details
1	No improvement or investment
2	Some negative and positive improvements (net benefit positive or neg)
3	Improvement or investment

Table 4-8. Alternative Scores for Community Improvement—DEI		
Alternative	Score	Normalized Score
Do Nothing	2	0.00
Levee	2	0.00
I-5 Levee	2	0.00
Channel and Floodplain Enhancements	2	0.00

### Shovel Readiness

The shovel-readiness criterion was established to provide a high-level comparison between how long it would take to plan, design, and construct each of the alternatives. Time to implementation was estimated from multiple projects of similar purpose, scope, and scale. Because a higher inundation number is worse for this criterion, the equation oriented around detriment was used for normalization (Equation 1). The Levee alternatives are expected to take the most time to implement whereas the Channel and Floodplain Enhancements would take less time, and the Do Nothing alternative would not require any implementation time.

Table 4-9. Alternative Scores for Shovel Readiness		
Alternative	Time to Implementation (Years)	Normalized Score
Do Nothing	0	1.00
Levee	10	-
I-5 Levee	10	-
Channel and Floodplain Enhancements	5.5	0.45

### Ease of Operation

Ease of operation was scored qualitatively using two layers of operational requirements. The first layer is related to inspecting the channel to ensure that any modifications to the channel or nearby locations result in channel stability (U.S. Fish and Wildlife Service, 2006). The second layer of operational requirements occur with added inspection and maintenance tasks (e.g., vegetation management) related to maintaining channel adjacent flood mitigation infrastructure on a regular basis (Pierce County, 2016 and King County, 2015). The Levee alternatives were expected to require both layers of operational requirements, the Channel and Floodplain Enhancements alternative is expected to only require the first layer, and the Do Nothing does not require any added operational tasks. Tables 4-10 and 4-11 provide the scoring criteria and scores.

Table 4-10. Ease of Operation Scoring Bins	
Score	Differentiating Details
1	Annual inspection + regular action plan tasks (asset management program, maintenance, vegetation management)
2	Annual inspection (inspection of erosion and associated channel stability metrics)
3	No added operational requirements

**Table 4-11. Alternative Scores for Ease of Operation**

Alternative	Score	Normalized Score
Do Nothing	3	1.00
Levee	1	0.00
I-5 Levee	1	0.00
Channel and Floodplain Enhancements	2	0.67

### Leverages City Land

Leverages city land was scored qualitatively based on the project team's estimation of higher participation needs from private landowners to enact an alternative. Each alternative to decrease the flood extent will require participation of private land. The extent is unknown; therefore, each of these alternatives score the same, as shown in Tables 4-12 and 4-13.

**Table 4-12. Leverages City Land Scoring Bins**

Score	Differentiating Details
1	Requires significant participation from private property owners
2	Does not require significant participation from private property owners

**Table 4-13. Alternative Scores for Leverages City Land**

Alternative	Score	Normalized Score
Do Nothing	2	0.33
Levee	2	0.33
I-5 Levee	2	0.33
Channel and Floodplain Enhancements	1	0.00

### 4.1.4 Alternative Development Cost Estimates

Class 5 cost estimates were developed for each alternative. Unit costs were developed from previous planning projects completed in the region, in consultation with RS Means, and from reviews of similar projects previously funded by the USACE. Because the exact configuration and implementation of the alternatives is currently unknown, quantities were estimated using best engineering judgement. The major items accounted for in the cost estimates include earthwork and excavation, clearing and grubbing, dewatering, channel restoration, levees, and floodwalls. The cost estimates also include contingencies to attempt to capture the uncertainties around contractor mobilization, erosion and sediment control, traffic control and utility relocation, and a general contingency of 40 percent. See the following table for cost estimates, including ranges of uncertainty, and Appendix C for the detailed estimates.

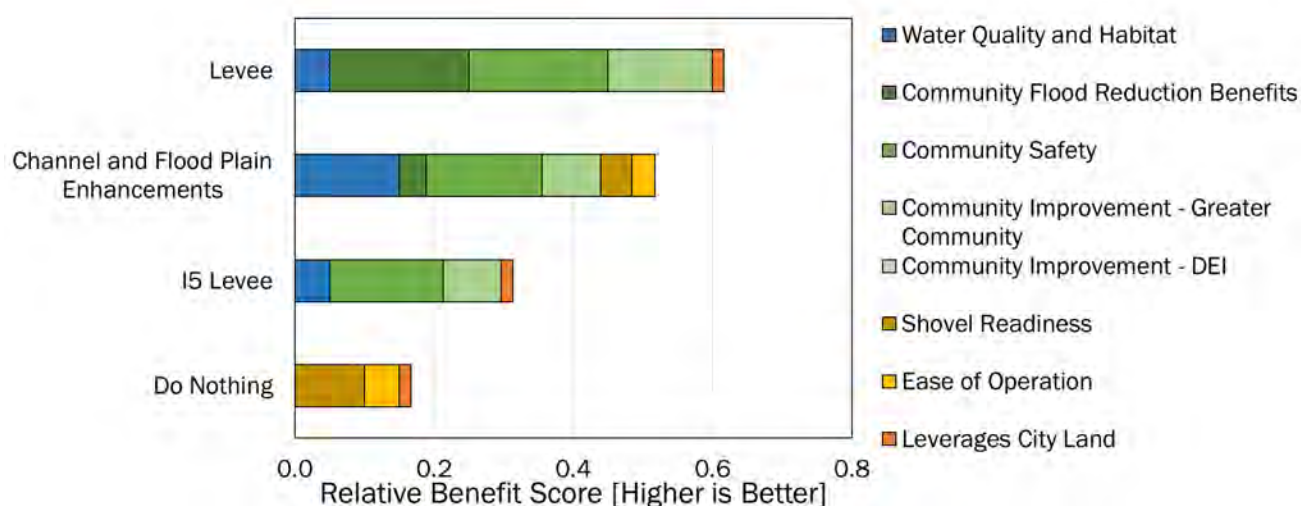
**Table 4-14. Alternative Costs**

Alternative	Cost (-50%)	Cost	Cost (+100%)
Levee	\$10,308,000	\$20,615,000	\$41,230,000
I-5 Levee	\$9,110,000	\$18,220,000	\$36,440,000
Channel and Floodplain Enhancements	\$10,812,000	\$21,624,000	\$43,248,000



## 4.2 MCDA Results

As discussed in Section 4.1, scores and weights were aggregated using a weighted sum approach to identify alternatives that demonstrated the most benefit across all criteria. Alternatives that effectively address decision criteria that were deemed important (i.e., highly weighted), represent the most potential for benefits. The Levee was associated with the most non-monetary benefits for community flood reduction benefits, community safety, and community improvement—greater community and no benefits to shovel readiness and ease of operation. Channel and Floodplain Enhancements had the most benefits for water quality and habitat, high benefits for community safety, and the least benefit for leverages City land. Both the I-5 Levee and Do Nothing alternatives represented minimal benefits to multiple criteria because the I-5 Levee is not expected to reduce flood-related impacts as significantly as other flood reduction alternatives, and the Do Nothing only demonstrates benefits to criteria relating to project implementation.



**Figure 4-3. Aggregated relative benefit scores that represent non-monetary benefits of alternative**

*Note: Benefits associated with Do Nothing alternative result from not having to do or pay for project*

### 4.2.1 Benefit Score versus Development Cost Estimates

While non-monetary benefits are important for characterizing which alternatives may be associated with the highest relative benefits, they must be considered against cost factors to identify which alternatives present significant value. When relative benefit scores were plotted against project costs, the three flood reduction alternatives demonstrate similar costs, and the Levee and Channel and Floodplain Enhancement alternatives were associated with higher benefit than the other two alternatives (Figure 4-4). While the Do Nothing alternative may look attractive from a project cost perspective, it is expected to be the costliest alternative related to anticipated flood costs, where the Levee alternative is associated with the least anticipated flood costs (Figure 4-5).

When relative benefit was plotted against project cost plus anticipated flood cost, the Levee alternative demonstrates the most benefit per cost, namely because its total costs are anticipated to be roughly half of the next least costly alternative (Figure 4-6). Channel and Floodplain Enhancements demonstrated similar non-monetary benefits as the Levee alternative (Figure 4-3) but at higher anticipated cost. The I-5 Levee alternative had similar anticipated costs to the Channel and Floodplain Enhancements with less non-monetary benefit, and the Do Nothing alternative was associated with the highest costs and lowest relative benefits (Figure 4-6).

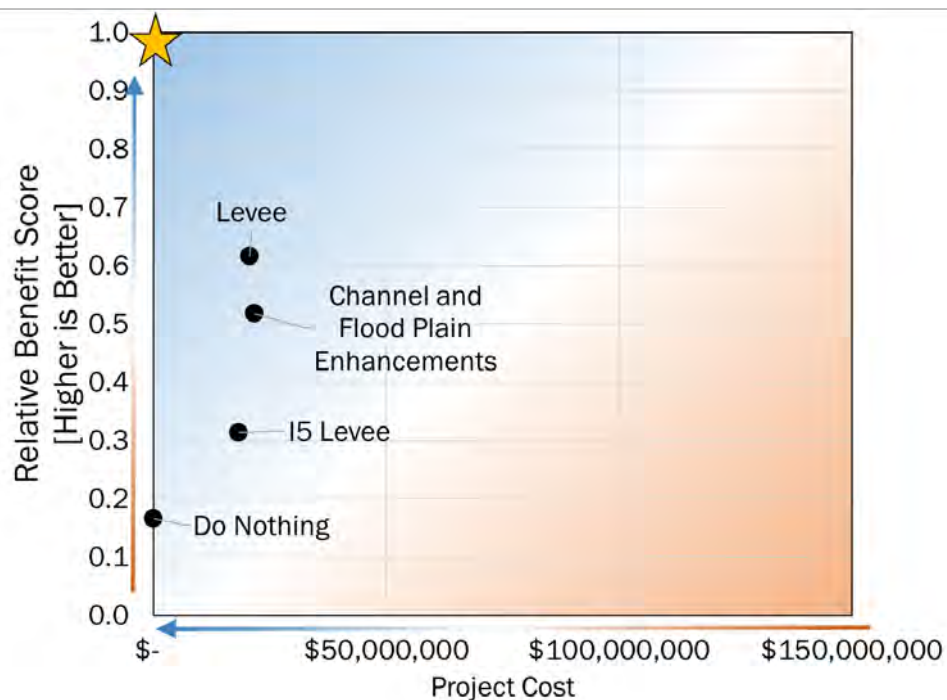


Figure 4-4. Aggregate relative benefit scores from Figure 4-3 versus project cost

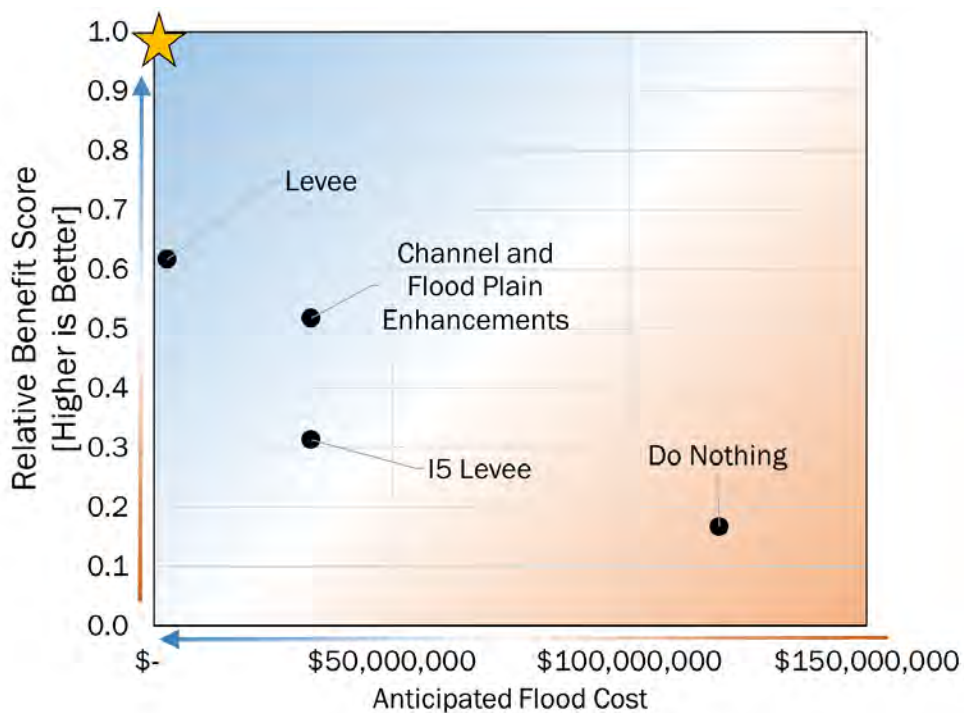


Figure 4-5. Aggregate relative benefit scores from Figure 4-3 versus anticipated flood cost



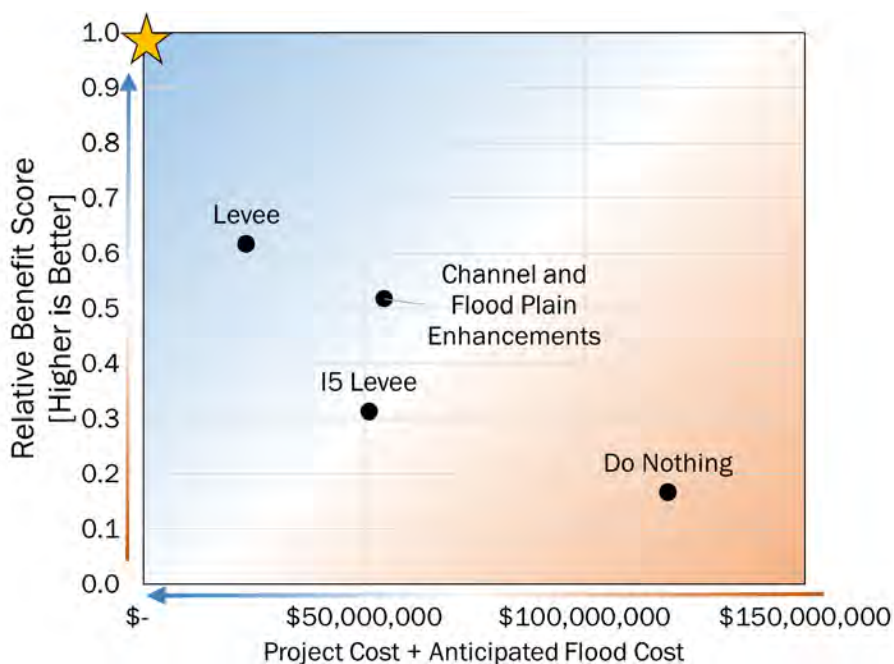


Figure 4-6. Aggregate relative benefit scores from Figure 4-3 versus project cost plus anticipated flood cost

## 4.3 Discussion

Similar benefit scores between the Levee (0.62) and Channel and Floodplain Enhancements (0.52) alternatives suggest a hybrid approach where both would be pursued to achieve greater benefit than if only one alternative were completed on its own. For example, the Levee may provide the most significant community benefits due to its significant flood reduction, whereas the Channel and Floodplain Enhancements could provide added benefits to water quality and habitat, shovel readiness, and ease of operation while still working towards flood reduction. Therefore, pursuing the Levee alternative to meet community benefit goals could be well served by including Channel and Floodplain Enhancements to some degree to provide a project that provides multiple benefits to the greatest extent possible.

## Section 5

# Funding Strategy

Funding support will be essential for the City to design and implement the selected alternative or combination of alternatives for flood mitigation. This section describes potential funding opportunities in addition to application details and timelines. A funding strategy has been developed to support the City in selecting the best funding options and how to best leverage application materials and timelines.

## 5.1 Funding Alternatives

The following funding alternatives include local, state, and federal funding programs that provide grants and loan opportunities. Each of the funding alternatives are described in detail below. A comprehensive funding strategy has been developed in Section 5.2.

### 5.1.1 Local Funding Sources

The City of Lakewood Surface Water Management Funds and the Pierce County Flood Control Zone District (FCZD) are two local funding opportunities that could potentially contribute to funding flood mitigation projects for the City. Local funding programs tend to have a smaller applicant pool than state or federal programs and potential economic implications to the regional economy.

#### 5.1.1.1 City of Lakewood Surface Water Management Funds

The City of Lakewood established a Surface Water Management Fund. The Surface Water Management Fund was created to administer and account for receipts and disbursements related to the City's surface and stormwater management system. All service charges are deposited into the fund to maintain and operate surface and stormwater management facilities.

#### 5.1.1.2 Pierce County FCZD

The Pierce County Council authorized Ordinance 2011-95s to create the FCZD to address flood prevention and management needs in the county. The FCZD is governed by a Board of Supervisors and Executive Committee and receives input from an Advisory Committee. The Department of Planning and Public Works reviews and approves projects and programs. The FCZD's budget covers funding for capital projects in addition to maintenance of levees and other flood control infrastructure. The budget also provides funding opportunities for local projects.

### Capital Improvement Program

The Pierce County FCZD Advisory Committee reviews and recommends an annual capital budget, including capital improvement projects and funding levels. The capital improvement program (CIP) covers a 6-year cycle and is revised annually. The funding range for the capital improvement projects is variable. Projects adopted in the capital improvement plan must be included within the District's Approved Comprehensive Plan of Development (CPOD) and have received an initial project ranking number. Project sponsors wanting to construct a project ranked within the CPOD may formally request to place the project in the CIP. Requests to be included in the CIP are due to the District Administrator no later than March 1 each year. New projects must include the following information in their request: project description, location, funding plan, information on stakeholder support, and

explanation of readiness for construction. The District Administrator then determines eligibility and ranks each of the projects. The District Administrator relies on the CPOD ranking and applies the following four additional criteria:

- Ability to leverage other funds
- Readiness for construction
- Avoidance of ongoing maintenance costs or repairs
- Stakeholder support

The Advisory Committee considers the capital budget scenarios over the following months and provides a recommendation to the Executive Committee of the Board. The Executive Committee of the Board recommends a capital budget in October and holds a public hearing.

### **Opportunity Fund**

Funding for the FCZD Opportunity Fund comes from a county-wide property levy. As of 2022, the levy is approximately \$0.10 per \$1,000 of assessed value with a total of \$15,900,000. Ten percent of the Pierce County Flood Control District's levy proceeds are set aside in an Opportunity Fund that is accessible for local jurisdictions. This fund is made available to jurisdictions on a proportional basis, based on assessed valuation. The Opportunity Funds can be used for the following purposes:

- Flood control or stormwater control improvements (whether extended, enlarged, acquired, or constructed).
- Maintenance and operation of flood control and stormwater system improvements that were constructed or acquired by the jurisdiction.
- Studies and plans for flood control or stormwater control improvements that will be constructed or acquired by the jurisdiction.
- Watershed management projects, studies, plans, and activities that are developed for water supplies, water quality improvement, and water resource and habitat management.
- Major equipment used for stormwater control or water quality protection.

The FCZD announces the availability of the Opportunity Fund each April for the subsequent fiscal year. To request funds, jurisdictions need to submit a Notice of Intent (NOI) to indicate if they will expend or store and bank their allocation. If a jurisdiction chooses to expend its allocation, it must submit details of the specific project that will be funded by attaching a Project Scope of Work form. The NOI to Request Funds should be submitted along with a fully executed Interlocal Agreement. During October, the FCZD reviews the NOI to Request Funds for completeness and compliance. Eligible projects are presented and adopted by the Board of Supervisors in November. If the jurisdiction needs to receive advanced funding for any reason, it is required to submit a Request for Advanced Funds form that explicitly states the amount of funds being requested. If funding is granted, then jurisdictions are required to provide the FCZD with regular updates to project status and the final report within 90 days of project completion. Annual progress reports are due by December 31 each year.

### **Economic Stimulus Grant Program**

The FCZD also has an Economic Stimulus Grant Program. During the last application cycle, \$3.5 million was available for projects that reduced flood risk. Up to \$1 million per construction project and \$125,000 for a study or plan can be allocated through this program. Eligible projects include the following types:

- Flood control or stormwater control improvements
- Community flood resiliency projects



- Habitat projection and management projects
- Culvert improvements
- Watershed management projects
- Structure demolition that supports a larger flood risk project
- Purchase of equipment for flood risk reduction

To apply for the program, a pre-application is due to determine eligibility. During the last application cycle, pre-applications were due by March 31, 2022. Successful applicants were then asked to submit a full application by July 31, 2022. For construction projects, the full application requires preliminary engineering studies, State Environmental Policy Act determinations and plans, cost estimates, and a full description of project benefits. For studies and plans, the full application requires a draft scope, budget, and project timeline.

### **5.1.2 State Funding Opportunities**

The Water Quality Combined Funding Program, Washington Department of Transportation (WSDOT), Floodplains by Design, and the Flood Control Assistance Account Program are four potential funding opportunities through the State of Washington for potential Clover Creek flood mitigation projects.

#### **5.1.2.1 Water Quality Combined Funding Program**

The State of Washington has created the Water Quality Funding Program, which is an annual single-application process to apply for funding from multiple sources at once. These sources of funding are intended for eligible projects that improve and protect water quality. Funding is available from the following funds and programs:

- Clean Water State Revolving Fund
- Stormwater Financial Assistance Program
- The Centennial Clean Water Program
- The Clean Water Act Section 319 Nonpoint Source Grant Program

For stormwater and flood facility projects, applications may receive funding for projects that provide flood flow control or water quality benefits for stormwater generated from impervious surfaces associated with urban development. Grants from these funds may be provided for various steps of the project, including planning and prioritization, design, construction, and small project design/construction. Stormwater projects that provide water quality benefits through behavior change and management actions may also receive grants or funding.

The application period for the Water Quality Combined Funding Program is approximately two months extending from August to October each year. The Washington State Department of Ecology (Ecology) also conducts workshops during the beginning of the application period to assist the applicant. Applications must include the following items:

- Detailed budget spreadsheet
- Project schedule
- Photos
- Maps
- Letters of support from stakeholders or partners
- Other small support documents

Large support documents such as total maximum daily loads and watershed plans should not be uploaded to the application, but links may be provided.



Once the application materials are prepared, only an authorized official may submit the application. Ecology reviews and ranks the projects and assigns funding based on project rank and available funding. The application period usually closes in mid-October. Future opportunities can be found on Ecology's website.

#### **5.1.2.2 Floodplains by Design**

Floodplains by Design grant program was created by Ecology to help communities better manage and live within their floodplains. Floodplains by Design is a competitive grant program that is a component of a public-private partnership led by Ecology, the Nature Conservancy, the Bonneville Environmental Foundation, and the Puget Sound Partnership. Floodplains by Design projects are focused on re-establishing floodplain functions in Washington's major river corridors and reducing flood risk, including those that accomplish the following goals:

- Improve flood protection for communities that live and work in the floodplain
- Conserve and restore habitat for salmon and other important aquatic species
- Improve water quality
- Enhance outdoor recreation

The application process for the Floodplains by Design grant includes a pre-application in which a Request for Proposals is released. Pre-applications are then submitted, and if the project is deemed a good fit, the applicant will be asked to give a presentation. Once the project presentation is complete, the full application must be filled out and submitted. The application must include the following items:

- Table of project outcomes and measurements
- Description of community support and stakeholder involvement
- Description of how funds will be spent
- Indication that the project is ready to proceed (could include project scope, completion of environmental reviews, permits, or Landowner Acknowledgement form)

Projects are then evaluated and scored by a panel of technical experts. The applicants are notified when the proposed funding list is reviewed. The 2025–2027 funding cycle will start in November 2023.

#### **5.1.2.3 Flood Control Assistance Account Program**

The Flood Control Assistance Account Program (FCAAP) was established by the Washington Legislature to assist local jurisdictions with comprehensive floodplain management planning and to implement projects that mitigate flood hazards. In the previous biennium (2021–2023), approximately \$1.5 million was available for floodplain planning projects and \$150,000 was available for emergency projects. Projects that are eligible for this funding resources are listed below:

- Comprehensive flood hazard management plans
- Feasibility studies
- Match for federal projects that lead to Comprehensive Flood Hazard Management Plans (i.e., federal general investigations)
- Flood control maintenance projects

Applications are submitted to Ecology and must include the following information:

- Scope of work, schedule, and budget
- Documentation of stakeholder engagement process including DEI

- Description of benefits of the projects
- Identifications of flooding issues

Planning projects are competitively evaluated and awarded. Conversely, emergency projects are funded on a first come, first served basis. The 2023–2035 funding cycle for FCAAP is expected to start in April 2023.

### 5.1.3 Federal Flood Management Funding Opportunities

Flood risk management is considered a shared responsibility between several agencies, including the USACE, FEMA, and other federal agencies. There are several programs to assist communities with reducing flood damage and promoting flood risk reduction. There are multiple federal grant programs available, including the Building Resilient Infrastructure and Communities (BRIC) Grant Program, Flood Mitigation Assistance, Pre-Disaster Mitigation Grant Program, Water Investment in Federal Infrastructure Act (WIFIA), and Water Resources Development Act. Federal funding programs tend to offer larger grants than state or local funding programs, but federal grants are also generally more competitive.

#### 5.1.3.1 FEMA BRIC Grant Program

BRIC is a grant program that supports states, communities, and tribes with hazard mitigation projects that reduce the risk of natural disasters and hazards. BRIC funds may be used for a variety of projects in the following categories:

- Capability and capacity building activities
- Flood and climate-related mitigation projects
- Project management costs

Projects must also be cost-effective; reduce or eliminate risk and damage from future natural hazards; meet either of the two latest published editions of relevant consensus-based codes, specification, and standards; align with the applicable hazard mitigation plan; and meet all the Environmental and Historic Preservation requirements.

During fiscal year 2022, FEMA distributed \$2.3 billion through the BRIC program. State and territories were allocated \$112 million with up to \$2 million per application, \$50 million was set aside for tribal communities, and the remaining \$2.1 billion was included in the national competition for mitigation projects. Each agency applying for the funding may only submit one BRIC application to FEMA, but an application can be made up of an unlimited number of sub-applications.

To apply, agencies should include the following information in their applications:

- Description of how the project would be cost-effective and technically feasible
- Description of the strength of the proposed project
- Compliance with all applicable Environmental and Historic Preservation laws, executive orders, and regulations
- Benefit-cost analysis

Applicants may work with their FEMA region, and sub-applicants may work with their respective applicant (state, tribe, or territory) to submit their application. Once applications are submitted, FEMA will conduct a review and provide each applicant/sub-applicant with a status update. If an application is selected for further review, then applicants must work with a FEMA Regional Office to complete the pre-award activities and Environmental and Historic Preservation compliance review. Awards will be given to the applicants and subject to the availability of funds. If applicants accept an award, the recipients agree to participate in monitoring and evaluation of the grant.



Pre-applications for BRIC are due in September with applications due in November each year. In past years, applicants selected for further review have been announced between May and July.

#### **5.1.3.2 FEMA Flood Mitigation Assistance**

The Flood Mitigation Assistance (FMA) Program is a competitive grant program that provides funding to states, local communities, and federally recognized tribes and territories to reduce or eliminate the risk of repetitive flood damage to buildings and structures. Projects that receive funding must reduce or eliminate the risk of repetitive flood damage to buildings insured by the National Flood Insurance Program. In fiscal year 2022, FMA obligated \$800 million with \$60 million allocated for capability and capacity building activities, \$340 million allocated for flood risk reduction projects, and \$400 million allocated to individual flood mitigation projects.

Applicants submit their application to FEMA with the following information:

- Lobbying forms, certification regarding lobbying
- Budget information
- Standard assurances
- Disclosure of lobbying activities
- Indirect cost agreement or proposal
- Benefit-cost analysis

FEMA ranks each applicant using scoring criteria and selects recipients based on a cumulative score. Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. The application period for FEMA's FMA grant closes on January 27, 2023. In past years, applicants selected for further review have been announced between May and July. FMA funds for fiscal year 2024 are expected to be announced in September 2023.

#### **5.1.3.3 Pre-Disaster Mitigation Grant Program**

The Pre-Disaster Mitigation Grant Program was created by FEMA to provide annual funding to state, local, and territorial governments for projects that develop hazard mitigation plans that reduce safety risk and mitigate flooding prior to a disaster. The goal is to protect human health and safety while reducing funding requirements for future flood events.

The total amount of funds that were allocated to 68 congressionally directed projects was \$153,922,408 for fiscal year 2022. A non-federal cost share is required for all projects funded through the Pre-Disaster Mitigation Grant Program. The non-federal cost share may consist of any combination of cash, donated or third-party in-kind services, or materials. The cost share is generally 75 percent federal and 25 percent non-federal cost share.

Each state, territory, or federally recognized tribal national with a project identified in the Pre-Disaster Mitigation funding opportunity shall designate one agency as the grant applicant. Local and tribal governments may apply as a sub-applicant. The following programmatic requirements must be met to receive funding:

- Develop a Hazard Mitigation Plan
- Demonstrate cost effectiveness (benefit-cost analysis or other documentation)
- Demonstrate technical feasibility and effectiveness (accepted engineering practices, established codes, standards, modeling techniques, or best practices)
- Comply with all applicable Environmental Planning and Historic Preservation laws

Last application cycle, applications opened on May 25, 2022, and closed on June 24, 2022. After the cycle closed, FEMA reviewed the applications to ensure each met eligibility requirements and announced awards.

#### **5.1.3.4 USACE Flood Risk Mitigation Program and Planning Assistance to States**

The USACE's Flood Risk Mitigation Program partners with state, tribal, territorial, and local governments with flood risk reduction, including traditional structures such as levees and floodwalls in addition to alternatives such as land acquisition and flood proofing. The main goals of this program are to reduce the safety risk, reduce economic damage to the public and private sectors, and provide benefit to the natural environment.

The USACE is a partner in flood risk management but does not have a specific grant funding through the Flood Risk Mitigation Program. The USACE can support projects with technical assistance and cooperate with non-federal public sponsors to provide 50 percent of the project cost (up to \$2 million) for planning efforts but cannot be used for design or construction.

Planning Assistance to States funding from the USACE can be used for studies and planning purposes. This funding could be a source to perform the studies required and generate the preliminary materials needed to pursue funding.

#### **5.1.3.5 U.S. Environmental Protection Agency (USEPA) Water Investment in Federal Infrastructure Act (WIFIA)**

The WIFIA loan program was established in 2014 by the Water Infrastructure Finance and Innovation Act. WIFIA is administered by the USEPA and provides federal credit for water, wastewater, and stormwater infrastructure projects. Eligible projects are listed below:

- Projects that are eligible for Clean Water State Revolving Fund
- Projects that are eligible for the Drinking Water State Revolving Fund
- Enhanced energy efficient projects at drinking water and wastewater facilities
- Brackish or seawater desalination, aquifer recharge, alternative water supply, and water recycling projects
- Drought prevention, reduction, or mitigation projects
- Acquisition of property if it is integral to the project or will mitigate the environmental impact of a project
- A combination of projects secured by a common security pledge or submitted under one application by a State Revolving Fund program

The funding range for projects is as follows:

- \$20 million: minimum project size for large communities
- \$5 million: minimum project size for small communities (population of 25,000 or less)

WIFIA funding will be provided as a loan with an interest rate equal to or greater than the U.S. Treasury rate of a similar maturity. WIFIA can fund up to 49 percent of eligible project costs, with total federal assistance not exceeding 80 percent of project costs.

The USEPA announced WIFIA funding as a Notice of Funding Availability published in the Federal Register and on the WIFIA program website. WIFIA funding is announced, and applicants must submit a letter of interest to the USEPA on a rolling basis. The USEPA will then review projects based on the budgetary scoring rules and select projects for funding. Applicants that are selected must then apply for the WIFIA loan. The WIFIA program then conducts a detailed financial and engineering review and negotiates the terms and conditions of the loan with the applicant.



WIFIA funding is currently available, and Letters of Interest can be submitted as of October 2022. As of fiscal year 2022, the USEPA accepts Letters of Interest on a rolling basis from the date listed for the Notice of Funding Opportunity.

## 5.2 Funding Strategy

The funding alternatives detailed in Section 5.1 include a combination of grant and loan programs to provide funding for project implementation and planning activities. Grant funding may be sourced from local, state, or federal agencies to provide one-time funding for projects. Grant programs require no repayment, which is a great advantage, and the amount of funding can be significant. The disadvantages of grant programs are the competitive nature of the application process, large pool of applicants, and matching fund requirements. Another source of funding for flood mitigation and prevention projects is federal and state loans. Loan programs such as WIFIA and the State of Washington State Revolving Fund are often targeted toward drinking water or wastewater projects but can be leveraged for flood projects. Loans can fund flood control activities as a lower cost debt financing option. Federal and state loan programs require full repayment from the recipient but may be offered at low or no interest rates, depending on the program.

Grants and loans can be sourced from various local, state, and federal agencies. The type of funding agency is another item to consider when applying for funding opportunities. Federal funding programs often offer larger grant amounts but are open to a larger applicant pool, making them more competitive than local or state funding programs. In addition, due to the large number of applicants, federal funds are often slow to become available, involve significant upfront transaction effort, and require ongoing reporting and documentation. Local and state funding programs do not offer as much grant funding as federal programs but are less competitive.

The recommended funding strategy includes applying to a combination of grants and loans from local, state, and federal programs to diversify the funding opportunities. Successful project funding will be facilitated with a cohesive team leveraging articulate and compelling materials for multiple funding opportunities.

The recommended funding strategy is a stepwise approach as follows:

1. Charter a team of internal Clover Creek flood mitigation champions.
2. Clearly articulate and define the problem statement and No Action alternative.
3. Develop compelling project descriptions and details of decision-making process.
4. Ensure stakeholders and public participate in the journey and have opportunities to provide feedback.
5. Use background materials and alternatives analysis (MCDA) results to build a network of regional project partners.
6. Charter the Clover Creek Mitigation Partnership Team and generate commitment and enthusiasm.
7. Create internal and external communication plans.
8. Prepare preliminary concept/design materials for the preferred alternative.
9. Develop compelling materials required for Letters of Interest for most grant applications.
  - Project description and Location maps
  - Project purpose
  - Project cost estimate
  - Population demographics and socio-economic details

- Preliminary Engineering Report
- Planning documents
- Environmental information
- Resource-Specific technical reports (i.e., biological or cultural)
- Lakewood financial information (credit rating)
- Economic impacts
- Social impacts
- Environmental impacts

10. Evaluate funding opportunities with partners and select the best opportunities.

11. Use the timeline below to submit Letters of Interest and application materials.

### 5.2.1 Recommended Approach and Timeline

The most likely programs and pathways for funding this project are detailed in this section. In the next phase of this project, a decision will be necessary around which programs to focus on within this set of opportunities. A timeline of application activities for available funding programs is detailed in Figure 5-1. The application due dates, along with any milestones in the application process, are noted in the chart, based on available information and past applications cycles.

The FEMA BRIC Grant Program and the FEMA FMA Grant Program have application periods typically September 30 through January 27 of each year. The first round of applicants selected are announced between May and June. To be considered for this funding source, this project must submit applications in the fall/winter of 2023 with a potential notification of award in May or June of 2024.

To be included in the Pierce County Flood Zone District CIP for the upcoming year, requests are due by March 1. For the Pierce County Flood Zone District Opportunity Fund, applicants must adopt the Interlocal Agreement before April 1. Program funding will be announced on April 1 each year. NOIs are expected to be due by August 1 each year. NOIs are then reviewed by the district and eligible projects are announced in November. To submit for this funding, the project must submit an NOI in August of 2023 and subsequently submit the request by March 1 of 2024.

In October of 2022, WIFIA announced a rolling application basis for funding. Applicants can submit applications for WIFIA funding at any time throughout the year.

The FCAAP and Floodplains by Design Program are expected to open during 2023. FCAAP funding will be announced in April 2023 and Floodplains by Design funding will be announced in November 2023.

Funding by direct allocation of the State budget is a less formal process without specific milestones apart from securing an intent to fund towards the end of 2024. As such, it is not shown in Figure 5-1. That funding opportunity will not be available until the 2025 legislative session, which will take place between January and April of 2025.

	2023 (or 2024 for steps initiating in Q1 2024 to the right)										2024		
	April	May	June	July	August	September	October	November	December	January	February	March	
<b>Pierce County Flood Control Zone District CIP</b>													
Complete Request for CIP												* 3/1	
CIP Requests Due													
<b>Pierce County Flood Control Zone District Opportunity Grant</b>													
Complete ILA													
ILA Due	*4/1												
Announcement of Funds													
Complete Notice of Intent													
Submit Notice of Intent					*8/1								
District Review of Notice of Intents													
Eligible Projects Adopted by Board of Supervisors													
<b>Floodplains by Design</b>													
Announcement of Funds													
<b>Flood Control Assistance Account Program</b>													
Announcement of Funds													
<b>Building Resilient Infrastructure and Communities Funds</b>													
Complete Application													
Application Due											*1/27		
FEMA Review													
First Round of Subapplicants Selected													
<b>Flood Mitigation Assistance Grant</b>													
Complete Application													
Application Due											*1/27		
FEMA Review													
First Round of Subapplicants Selected													
<b>WIFIA - Rolling Application</b>													
Application Due - Rolling Application													

Figure 5-1. Funding application strategy submittal timeline

### 5.3 Funding Framework

The table below provides a summary of funding options and is populated with detailed information on each of the opportunities described above. This table summarizes the funding options and provides contact names for each program in addition to funding details, application requirements, and deadlines. This summary table can be used to guide decision making.



Table 5-1. Funding Options Summary							
	Lead Agency	Description	Point(s) of Contact	Funding Type	Funding Range	Applicant Requirements	Deadlines
Local							
City of Lakewood Surface Water Management Fund	City of Lakewood	All service charges are deposited into this fund for the purpose of paying the expense of maintaining and operating surface and stormwater management facilities.	<ul style="list-style-type: none"><li>City of Lakewood</li></ul>	N/A	N/A	<ul style="list-style-type: none"><li>N/A</li></ul>	N/A
Pierce County FCZD	Pierce County	The FCZD was created by the Pierce County council to address flood management needs. The flood district's budget covers funding for capital projects, maintenance of levees and other existing flood related infrastructures, as well as the district's administrative costs.	<ul style="list-style-type: none"><li>Brynne Walker <a href="mailto:rynne.walker@piercecountywa.gov">rynne.walker@piercecountywa.gov</a></li></ul>	CIP	Funding range is variable. In 2020, the budget was \$6,492,586.	<ul style="list-style-type: none"><li>Project proposed in District's Comprehensive Plan</li><li>Comprehensive Plan</li><li>Project description</li><li>Project location</li><li>Funding plan</li><li>Stakeholder support</li><li>Explain readiness for construction</li></ul>	To be included in the CIP process, submit request by March 1.
				Opportunity Fund	<ul style="list-style-type: none"><li>Under \$50,000 total allocation = up to 80% of advance amount.</li><li>Between \$50,000 to \$100,000 total allocation = up to 50% of advance amount.</li><li>Over \$100,000 Total allocation = up to 30% of advance amount.</li></ul>	<ul style="list-style-type: none"><li>Adopt Interlocal Agreement</li><li>Submit Notice of Intent</li><li>Submit proposed scope of work</li><li>Submit progress reports and reimbursement requests</li><li>Submit final payment and project completion report</li></ul>	Adopt Interlocal Agreement before April to be considered for the Opportunity Fund.
				Economic Stimulus Grant Program	Up to \$1M for construction projects and max of \$125,000 for study/plan.	For construction projects: <ul style="list-style-type: none"><li>Preliminary engineering study</li><li>State Environmental Policy Act determinations and plans</li><li>Cost estimate</li><li>Description of project benefits</li></ul> For Studies and Plans: <ul style="list-style-type: none"><li>Draft scope</li><li>Draft budget</li><li>Project timeline</li></ul>	Application cycle is closed. Check the back in 2023 for future opportunities.
State							
Water Quality Combined Funding Program	Washington State Department of Ecology	The Water Quality Combined Funding program is an annual single-application process to apply for funding from multiple sources all at once for eligible projects that benefit water quality.	<ul style="list-style-type: none"><li>Financial Management Section P.O. Box 47600 Olympia, WA 98504-7600 360-407-6510</li><li>Eliza Keeley-Arnold Water Quality Combined Funding Planner <a href="mailto:eliza.keeley-arnold@ecy.wa.gov">eliza.keeley-arnold@ecy.wa.gov</a> 360-628-1976</li></ul>	Grants and loans	Funding range is variable based on funding program.	<ul style="list-style-type: none"><li>Develop a detailed budget spreadsheet</li><li>Develop a project schedule</li><li>Add compressed photos</li><li>Include a map</li><li>Include letters of support</li><li>Upload supporting documents</li></ul>	The application cycle closed on October 12, 2022. Check the back in 2023 for future opportunities.

Table 5-1. Funding Options Summary							
	Lead Agency	Description	Point(s) of Contact	Funding Type	Funding Range	Applicant Requirements	Deadlines
Floodplains by Design	Washington State Department of Ecology	Floodplains By Design is a competitive grant program and a component of a public-private partnership led by Ecology, the Nature Conservancy, Bonneville Environmental Foundation, and the Puget Sound Partnership. It is focused on re-establishing floodplain functions in Washington’s major river corridors, as well as reducing flood risk.	<ul style="list-style-type: none"><li>• Scott McKinney Floodplains by Design Grant Program Lead <a href="mailto:scott.mckinney@ecy.wa.gov">scott.mckinney@ecy.wa.gov</a> 360-918-3428</li><li>• Amelia Petersen Floodplains by Design Planner <a href="mailto:amelia.petersen@ecy.wa.gov">amelia.petersen@ecy.wa.gov</a> 360-480-3298</li><li>• Lisa Nelson Northwest Washington Grant Manager <a href="mailto:lisa.nelson@ecy.wa.gov">lisa.nelson@ecy.wa.gov</a> 425-213-4843</li></ul>	Grant	Funding range is variable and determined by the state legislature. The grant lasts 3–4 years. fiscal years 21–23, the range of funding was \$341,000 to \$10 M. The total funding for this fiscal year was \$50 M.	<ul style="list-style-type: none"><li>• Prepare a table of project outcome measurements</li><li>• Describe community support and stakeholder involvement</li><li>• Show how funds will be spent</li><li>• Illustrate that the project is ready to proceed (scope, environmental reviews are complete, permits are obtained, and Landowner Acknowledgement form is complete)</li></ul>	Funding is closed at this time. The 2025–2027 funding cycle will start in November 2023.
FCAAP	Washington State Department of Ecology	The Washington Legislature established the FCAAP to assist local jurisdictions with comprehensive floodplain management planning and implementing actions to mitigate flood hazards.	<ul style="list-style-type: none"><li>• Dawn Drake Agency Grant and Loan Coordinator <a href="mailto:dawn.drake@ecy.wa.gov">dawn.drake@ecy.wa.gov</a></li></ul>	Grant	About \$1.5 M for planning projects and \$100,000 for emergency flood response projects. Amount of matching funds required: 25% for planning projects and 20% for emergency flood response.	<ul style="list-style-type: none"><li>• Prepare scope, schedule, and budget</li><li>• Document stakeholder engagement process include DEI</li><li>• Describe benefits for the project</li><li>• Identify flood issues</li></ul>	Funding is closed at this time. The 2023–2025 funding cycle will start in April 2023.
Federal							
FEMA BRIC	FEMA	BRIC will support states, local communities, tribes, and territories as they undertake hazard mitigation projects, reducing the risks they face from disasters and natural hazards.	<ul style="list-style-type: none"><li>• State Hazard Mitigation Officer Tim Cook (253) 512-7072 <a href="mailto:tim.cook@mil.wa.gov">tim.cook@mil.wa.gov</a></li></ul>	Grant	Fiscal year 22, FEMA will distribute up to \$2.3 B: \$112 (up to \$2 M per applicant) is allocated to states, \$50 M is allocated to tribes, and the remaining \$2.133 B will be included in the national competition.	<ul style="list-style-type: none"><li>• Show how the project is cost-effective and technically feasible</li><li>• Describe strengths of the proposed project</li><li>• Show compliance with all applicable Environmental Planning and Historic Preservation laws, executive orders, and regulations</li><li>• Provide benefit-cost analysis</li></ul>	Application period closes on January 27, 2023.
FMA	FEMA	The FMA Program is a competitive grant program that provides funding to states, local communities, federally recognized tribes, and territories. Funds can be used for projects that reduce or eliminate the risk of repetitive flood damage to buildings insured by the National Flood Insurance Program.	<ul style="list-style-type: none"><li>• State Hazard Mitigation Officer Tim Cook (253) 512-7072 <a href="mailto:tim.cook@mil.wa.gov">tim.cook@mil.wa.gov</a></li></ul>	Grant	\$800 M for fiscal year 22. \$60 M is allocated for capability and capacity building activities, \$340 M is allocated to localized flood risk reduction projects, and \$400 M is allocated to individual flood mitigation projects	<ul style="list-style-type: none"><li>• Lobbying forms, certification regarding lobbying</li><li>• Budget information (construction/non-construction/both)</li><li>• Standard assurances (construction/non-construction/both)</li><li>• Disclosure of lobbying activities</li><li>• Indirect cost agreement or proposal</li><li>• Benefit-cost analysis</li></ul>	Application period closes on January 27, 2023
USACE Flood Risk and Mitigation Planning Assistance to States	USACE	The USACE can provide states, local governments, other non-federal entities, and eligible Native American Indian tribes assistance in the preparation of comprehensive plans for the development, utilization, and conservation of water and related land resources.	<ul style="list-style-type: none"><li>• Planning Assistance to States Program Manager Barbara Blumeris 978-318-8737 <a href="mailto:barbara.r.blumeris@usace.army.mil">barbara.r.blumeris@usace.army.mil</a></li></ul>	Assistance program	The USACE can support projects with technical assistance and cooperate with non-federal public sponsors to provide 50% of the project cost (up to \$2 M) for planning efforts but cannot be used for design or construction.	<ul style="list-style-type: none"><li>• Officially request USACE assistance under the program</li><li>• Work with USACE to develop a scope of work</li><li>• Prepare and sign cost sharing letter agreement</li><li>• Begin study, subject to the availability of both federal and local funding.</li></ul>	N/A
USEPA WIFIA	USEPA	The WIFIA of 2014 established the WIFIA program, a federal credit program administered by the USEPA for eligible water and wastewater infrastructure projects.	<ul style="list-style-type: none"><li>• <a href="mailto:wifia@epa.gov">wifia@epa.gov</a></li></ul>	Loan	<ul style="list-style-type: none"><li>• \$20 M: minimum project size for large communities.</li><li>• \$5 M: minimum project size for small communities (population of 25,000 or less).</li><li>• 49%: maximum portion of eligible project costs that WIFIA can fund.</li><li>• Total federal assistance may not exceed 80% of a project’s eligible costs.</li></ul>	<ul style="list-style-type: none"><li>• Fill out WIFIA Letter of Interest</li><li>• Fill out WIFIA application</li></ul>	Funding is still available and Letters of Interest can be submitted starting September 6, 2022. Rolling basis deadline.

## Section 6

# Public Involvement

This document outlines community and stakeholder involvement efforts throughout the project to promote meaningful engagement and raise awareness of this study within Lakewood. Community support will push agencies to secure appropriate funding and permitting for engineering projects that address flooding. The full Public Engagement Plan can be found in Appendix D.

## 6.1 Community Engagement Overview

Outreach and engagement activities were designed to reach the following audiences that have interest in the Clover Creek Flood Mitigation Study:

- Public
- Local businesses and business associations
- Community and nonprofit organizations
- Appointed and elected officials
- Regional stakeholders

Activities included four stakeholder committee meetings, a series of individual stakeholder interviews, and two community meetings.

## 6.2 Engagement Schedule

Figure 6-1 includes the engagement schedule used to reach the community and stakeholders involved throughout the project.

Activity	Timeline
Stakeholder Committee Meeting #1	March 10, 2022
Individual Stakeholder Interviews	March 14–April 6, 2022
Community Meeting #1	April 12, 2022
Stakeholder Committee Meeting #2	April 21, 2022
Stakeholder Committee Meeting #3	July 14, 2022
Stakeholder Committee Meeting #4	October 6, 2022
Community Meeting #2	November 10, 2022

Figure 6-1. Project engagement schedule

## 6.3 Community Input

Following the first community meeting and with feedback received via the website, email, and social media, the public's comments reflected the following themes:

- **Concern and desire for more information:** For those with properties that fall within the 100-year floodplain, members of the public expressed a need to track the project closely and a desire to understand more. They expressed interest in how the City is currently managing flows and groundwater with respect to the City's long-term goals.





- **Information apprehension:** Many community members expressed criticism and a lack of confidence in the maps used, citing that it had not flooded during their lifetime. This feedback reflects the need for increased education regarding the meaning of a 100-year flood and its potential impact
- **Unease about new and future developments and impact on impervious covers:** Some members of the public expressed concern about new development in the City, specifically those in Springbrook and along South Tacoma Way and along sensitive areas. They shared that the new development contributes to an increase in impervious surfaces
- **Request to utilize natural systems in mitigation efforts:** The Clover Creek Watershed Group shared a letter requesting that natural systems be the top priority in mitigation efforts and to incorporate green infrastructure in planning efforts. Examples listed included policies and design standards to minimize the development of impervious surfaces, increasing open spaces, retaining riparian areas, constructing rain gardens, and coordinating with other entities on long-term sustainability.

## 6.4 Stakeholder Input

Following the stakeholder meetings, the stakeholders' comments reflected the following themes:

- **Desire to integrate alternatives:** Stakeholders showed strong support to integrate the preferred alternatives as the final alternative is refined and adapted. They shared that the alternatives are not mutually exclusive, and integration would lead to the best possible outcome.
- **Strong interest in refinement process:** Stakeholders expressed strong interest in further refinement in the process and design of the final alternative as it combines ideas from all three preferred alternatives. As the final alternative is refined and identified, stakeholders expressed concern about changes to the cost estimates given the unknowns that still exist at this point in the process.
- **Desire to apply a contextual understanding:** Throughout the process, stakeholders shared information of other systems affected by this study and other related studies occurring. Stakeholders asked questions about where the water volume in the shrinking floodplain would go. They expressed concerns about water potentially propagating upstream. They also shared a desire to consider related studies, such as the TMDL Water Quality Improvement Plan being developed with Pierce County, the City, and JBLM,

## 6.5 Outreach and Engagement Activities

The project team actively engaged the stakeholders and community to ensure a transparent process and provided a mechanism for questions and feedback.

### 6.5.1 Stakeholder Committee Members

The stakeholder committee members were selected based on their understanding of the system, regulatory guidance, being directly impacted by the flooding, and potential financial partners.





- Luke Assink, WSDOT
- Rod Chandler, Pierce Transit
- David J. Fulmer, JBLM,
- Matthew Gerlach, Ecology
- Meseret Ghebreslassie, JBLM
- Donovan Gray, Ecology
- Russ Ladley, Puyallup Tribe
- Andrew Larson, WSDOT
- Anne-Marie Marshall-Dody, Pierce County Surface Water Management and Flood District
- Tom Kantz, Pierce County Surface Water Management and Flood District (Sub for Anne-Marie Marshall-Dody)
- Darrin Masters, Washington Department of Fish and Wildlife
- Rebecca McAndrew, Sound Transit,
- Char Naylor, Puyallup Tribe (sub for Russ Ladley)
- Helmut Schmidt, Pierce County
- Jacob Tennant, WSDOT
- David Troutt, Nisqually Tribe
- George Walter, Nisqually Tribe

## 6.5.2 Stakeholder Meetings

The project team led four interactive virtual meetings with the Stakeholder Committee members throughout this project. These meetings included presentations and opportunities to introduce stakeholders to the project; provide feedback on the potential alternatives, prioritization process, and preliminary model results; share final preferred alternatives; and seek partnering commitments both politically and financially. The meeting summaries can be found in Appendix E.

### 6.5.2.1 Meeting One Summary

Held on March 10, 2022, the first meeting had the following purpose:

- Introduce the project and purpose of the Stakeholder Committee
- Share the project's scope, objectives, timeline, and milestones
- Present the problem the study will address
- Increase awareness of issues with respect to flooding occurrences, FEMA mapping, and impacts of flooding

The Stakeholder Committee members introduced themselves and asked questions to clarify the project overview, discuss potential study opportunities within the flood mitigation alternatives, share information on related projects, and understand next steps and the overall project schedule. The PowerPoint presentation slides are available in Appendix F.

### 6.5.2.2 Meeting Two Summary

Held on April 21, 2022, the second meeting had the following purpose:

- Present a list of five alternative categories to mitigate flooding

- Gather feedback on additional potential alternatives previously not considered
- Gather input on any fatal flaws of any alternatives presented

The Stakeholder Committee members provided information on related projects and key contacts, additional alternative approaches, and potential mitigation risks for consideration. The PowerPoint presentation slides are available in Appendix G.

#### 6.5.2.3 Meeting Three Summary

Held on July 14, 2022, the third meeting had the following purpose:

- Share finalized flood mitigation alternatives, prioritization process and results, and preliminary model results for the three preferred alternatives
- Hear feedback on the alternatives to inform the next phase of work
- Outline next steps to support BCE process

The Stakeholder Committee members compared the final flood mitigation alternatives' opportunities and challenges and discussed the prioritization process. The committee and project team expressed a desire to find a solution that blends the preferred alternatives. The PowerPoint presentation slides are available in Appendix H.

#### 6.5.2.4 Meeting Four Summary

Held on October 6, 2022, the fourth meeting had the following purpose:

- Share MCDA criteria and scoring, summary of results, result graph, and alternative scoring versus costs
- Hear feedback on the MCDA process and results
- Identify potential areas where refinement may be possible
- Outline next steps including an opportunity to seek partnering commitments both politically and financially

The Stakeholder Committee members discussed considerations in the prioritization process, the final alternatives, shared feedback on the MCDA scoring process, and final thoughts. The project team shared next steps as the initial project wraps up. The City is seeking stakeholders interested in partnering in the next stage of the project to provide funding and construction support. The PowerPoint presentation slides are available in Appendix I.

### 6.5.3 Community Meetings

The City hosted two in-person informational community meetings, promoted through mailers, project website updates, and social media. These meetings introduced the public to the project, gathered early input on alternatives from the public, and informed the public on project progress.

- **Meeting One:** The first public meeting presented the problem and brought awareness with respect to the historical flooding events, existing FEMA mapping, potential impacts of flooding, and the scope for this study. The overall project tasks and events were outlined for public knowledge.
- **Meeting Two:** The second public meeting provided information on the development of the flood mitigation alternatives, the process for reducing the alternatives to the preferred concepts, the results of the BCE process, and the final preferred alternatives.



### 6.5.3.1 Promotion

To reach the public, the City sent a fact sheet mailer 2 weeks prior to each community meeting, shared updates on the project website, and promoted the event on social media. The City distributed 596 mailers to zip code 98499. The mailer is provided in Appendix J and includes an overview of information about the project, status, key issues, and ways to participate.

The City also promoted the meetings on the website (<https://cityoflakewood.us/clover-creek-floodplain/>) and with the quarterly City magazine, Connections (<https://cityoflakewood.us/?s=connections>).

### 6.5.3.2 Community Meeting One Summary

**Meeting details:** April 12, 2022 | 7:00–8:30 pm | City Hall Council Chambers

**Attendance:** 13 members of the public attended the meeting.

The meeting initiated with a discussion of what the problem was and how the City determined that the existing FEMA mapping does not accurately reflect the degree of flooding anticipated during a 1 percent probability flood event, commonly called the 100-year flood. The PowerPoint presentation slides for the first community meeting are available in Appendix L.



*Public Works Engineering Director, Paul Bucich, addresses the meeting attendees.*



*Lakewood residents ask questions during the meeting*



*Brown and Caldwell Project Manager, Ryan Retzlaff, addresses questions from the community*



*Lakewood residents review floodplain poster*

The City stepped through the previous analysis at a high level then discussed with the public the current process to evaluate potential engineering options that will alleviate or eliminate the flood risk potential.

The City reiterated that a flood like this is a low probability event, 1 percent for any year, but the consequences are high for the residents, businesses, and travelling public.

The City shared the members of the stakeholder committee, the purpose of the committee, and when the public can expect to receive an update.

#### **Questions asked by members of the community:**

- I-5 has never flooded here in my lifetime, and I know there are culverts and such. What makes you so confident in this map?
  - This study used cutting-edge technology that gives us a better understanding of the land than we've ever had. Water follows the land, and this data shows us where that will be. These 1 percent flood events are rare but more probable than impossible. It will happen at some point. It would be wrong to turn a blind eye.
- How do you know that this flood would happen once every 100 years?
  - I don't love the term "100-year flood." It's more about odds than timing. Floods happen under a mix of conditions. Rainfall is the most important factor, but there are others. Ground saturation, stream water levels, and other factors matter. Local floods in the 1990s involved rainfall on snow, for example. Models show a 1 percent chance in any year that environmental factors will conspire to produce flooding at this level.
- There are new developments in Springbrook and along South Tacoma Way. Do these impervious surfaces add to the risk?
  - The water that would flood this area is surface water that originates upstream elsewhere in Pierce County. Development regulations upstream may be a solution. Some unused areas of Springbrook might become undevelopable for compensatory storage. Our soil takes in water very well, so recent local developments don't have much to do with Clover Creek flows.
- There's a lot of talk about JBLM and I-5, are they more important than the property owners and residents?
  - No, of course not. A major flood would be a threat to military readiness and to statewide transportation. WSDOT and JBLM will be important partners in any solution. They also have the financial might to help us engineer the best solution for Lakewood residents (and their interests).
- What is being done to track creek flows and groundwater?
  - The City does track creek flows, but that only establishes a baseline for the stream. Groundwater is a factor, but it wouldn't be the catalyst for a major flood. We've seen small groundwater floods in Springbrook from time to time, surface water would be the catalyst in a major flood.

#### **Next Steps**

No additional follow-up was needed beyond keeping the public informed and updating the web page with project progress.

#### **6.5.3.3 Community Meeting Two Summary**

**Meeting details:** November 10, 2022 | 7:00–8:30 pm | City Hall Council Chambers

**Attendance:** 12 members of the public attended the meeting.



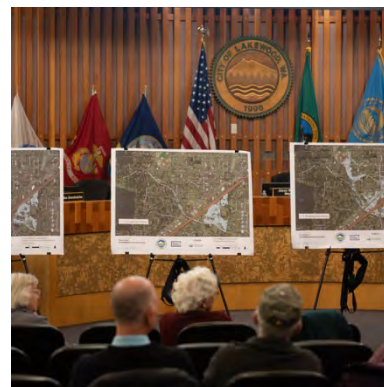




*Brown and Caldwell Project Manager, Ryan Retzlaff, shares the latest work with the community*



*Public Works Engineering Director, Paul Bucich, speaks to questions asked by the public*



*Clover Creek alternative posters*

The City provided a summary of the previous community meeting and an update on the flood mitigation alternatives process. This update included sharing the four alternatives that were evaluated with the hydraulic model and evaluated based on multiple criteria to determine the most appropriate. Posters were provided showing the model results and flood extent for all four alternatives. The PowerPoint presentation slides for the second community meeting are available in Appendix M.

#### **Questions asked by members of the community:**

- What is the area that would be restored as part of a stream restoration?
  - From the railroad east approximately 1 mile downstream to the end of Cloverdale Ct SW. Also, some of the fish barriers downstream would be evaluated for improvement.
- How will Pierce County assist with funding?
  - Pierce County has two groups that could assist with funding, including the surface water group and flood protection group. Both of these groups have been represented at our stakeholder meetings.
- Will private property be needed to implement proposed flood mitigation alternatives?
  - That is unknown at this time as the details of any alternative have yet to be formalized. There are likely to be some improvements along the creek downstream of Pacific Hwy and I-5 to limit break out flow from the creek onto private property and flood roadways.
- What is the timeline moving forward?
  - The discussion and questions asked here (community meeting on November 10, 2022) will be integrated into our alternatives. The finalization of the preferred alternative will be completed, and the entire process will be documented in an engineering report and a PowerPoint. Final outcome and path forward will be presented to council in late January or February.
- Does Steilacoom Lake impact Clover Creek flows.
  - No.
- Can the land around JBLM be used for storage or flood management?
  - This land is already very wet during the winter and most of it is wetland. Identifying areas within this space that would be suitable for storage is unlikely. Additionally, federal land and

federal agencies are very challenging to work with and are likely not interested in addressing non-federal concerns on federal land.

### **Next Steps**

No additional follow-up was needed beyond keeping the public informed and updating the web page with project progress.

### **6.5.4 Website, Social Media, and Email Engagement**

At the start of the project, the City created a project webpage at <https://cityoflakewood.us/clover-creek-floodplain/>. Designed to align with the consistent project identity to support public awareness and increase visibility for the project, the website had information about public involvement activities and a comment box. The City's social media aligned with the project identity and updates.

### **6.5.5 Public Feedback**

Members of the public submitted comments through the website. The posts and social media stories regarding the project yielded low engagement in comparison to other City topics. The comments received through engagement reflect a gap in understanding between the public and the stakeholders involved. General feedback received on the website and via social media include the following comments:

- “Why is the City allowing development in this area?”
- “Why is the City making people buy flood insurance?”
- “This isn’t a big deal like you’re pretending it is—there’s never been any flooding here.”
- “It must be the City’s development strategy and new impervious surfaces causing this risk.”
- “The City gentrified other neighborhoods and made people of color move where the flooding will be.”

## Section 7

# Summary and Recommendations

A floodplain model update to the hydrologic and hydraulic flood model for Clover Creek, completed in 2019, revealed a significant increase to the area impacted by floodwater than the current FEMA effective map of inundation for the 100-year event. The updated model suggested a significant new portion of the City would be impacted by the floodwaters, including I-5. The flooding could potentially result in significant new regulatory constraints placed on area. The City paused further coordination with FEMA to explore flood mitigation alternatives to reduce new impacts to the City and I-5.

The potential flood mitigation alternatives and preferred alternative developed as part of this study and outlined in this report provide the City and stakeholders with the information necessary to move forward with the next steps to secure the funding, advance the design, and build the political will to construct the preferred alternative. The preferred alternative is a levee that extends from Bridgeport Way to JBLM along the north side of Clover Creek. This levee should not only protect I-5 from flooding, but will also protect existing homes and businesses. USACE certification of this levee would allow protected and undeveloped land behind the levee to be developed. This alternative is preferred as it provides the most comprehensive flood protection, requires the least amount of private property acquisition while leveraging City owned land, and is feasible to construct relative to the other alternatives. The flood protection benefit to the City relative to just protecting I-5 more than justifies the 13% cost increase of the preferred alternative over the I-5 levee alternative.

This report recommends three focus areas be advanced to move this project forward from concept to a fully funded project with broad support. Those focus areas and their strategy are listed below.

1. **Funding Strategy:** Due to the nature of the problem this project is aiming to solve and the magnitude of the preliminary cost, this report recommends three primary funding pathways. The majority of funding, especially for construction costs, could come from an allocation in the State of Washington's biennium budget. This could be achieved by creating local momentum and thoughtfully engaging political leaders. That funding could be supplemented with grants to cover design costs and specific applicable project elements in construction. Finally, the formation of public-private partnerships could provide additional funding in addition to signalling to the State that there is local support in the form of financial backing.
2. **Outreach and Engagement:** Engaging residents, the business community, local and state agency stakeholders, as well as legislators and committees in Olympia will be critical to gain insight into how to advance the technical design as well as building consensus and support for the project. A strategic engagement framework would create consistency in messaging and a centralized approach to synthesizing external feedback.
3. **Technical Refinement:** The technical refinement should be a two-step process. First, technical refinement should focus on ground truthing the concept with survey and geotechnical exploration to ensure the concept is reasonably constructable. That advanced concept will serve as the centerpiece of the outreach so that stakeholders have something to provide feedback on. The advanced concept should be advanced to a 30% Design level of definition so that a funding request from the State has reasonable accuracy.

An example of the potential timeline for the next 3 years as it relates to these three major elements is outlined below.

- 2023: develop funding business case, advance engineering concept, submit grant funding applications, identify stakeholders and build strategic engagement framework and begin outreach.
- 2024: conduct stakeholder outreach, continue conversations with political leaders to gain support, advance engineering design to 30%, secure letters of recommendation and build public-private partnerships
- 2025: secure funding to fully fund remaining design and construction, continue to engage public and political leaders to maintain and gain support, complete design and acquire necessary permits.





## Section 8

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# Figures

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FIG-1

## Appendix A: WSE 2020 Memorandum

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## Appendix B: Estimated Mitigation Ranking, Engineering, and Implementation Considerations Table

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## Appendix C: Alternative Cost Estimates

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## Appendix D: Public Engagement Plan

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## Appendix E: Stakeholder Meeting Summaries

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## Appendix F: Stakeholder Meeting 1 Presentation

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## Appendix G: Stakeholder Meeting 2 Presentation

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## Appendix H: Stakeholder Meeting 3 Presentation

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## Appendix I: Stakeholder Meeting 4 Presentation

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## Appendix J: Community Meeting Mailer

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## Appendix K: Community Meeting 1 Presentation

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K-1

## Appendix L: Community Meeting 2 Presentation

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L-1





# Clover Creek Flood Study

Lakewood City Council Briefing



March 20, 2023



# Agenda

1. Project History
2. Alternative Considerations
3. Public Outreach
4. Alternative Analysis
5. Next Steps in Funding, Engineering, and Outreach

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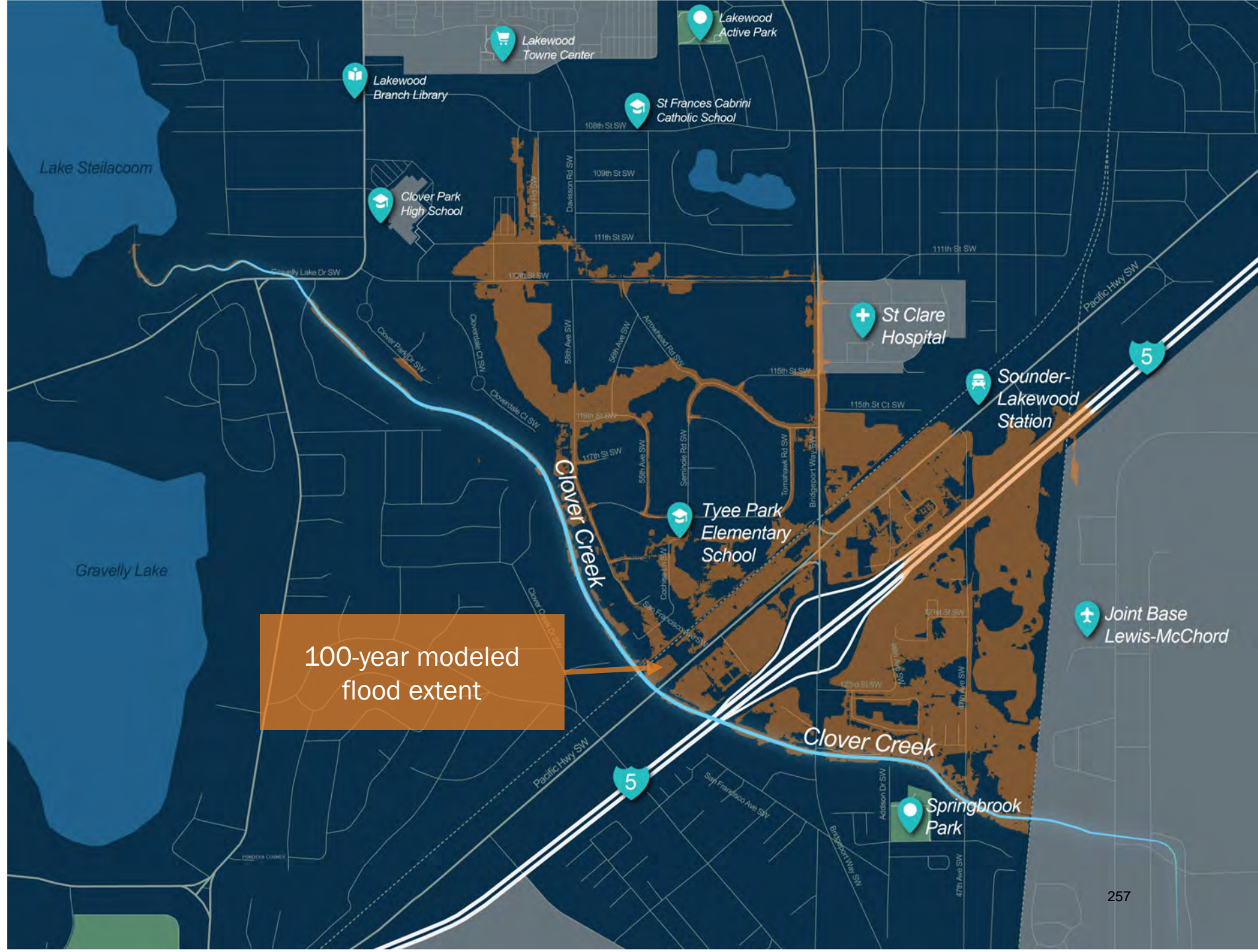
# Project History

- Updated FEMA insurance mapping increased the 100-year floodplain
- Lakewood decided to investigate mitigation alternatives
- Alternatives analysis is complete
- Next steps to advance design and secure funding





# 100-year Floodplain Impacts





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# Alternative Screening Criteria



Community Benefits



Affordability Considerations



Implementation Ease



Environmental Benefits





# Top Four Alternatives Evaluated

- **Do Nothing Alternative**
- **Channel and Capacity Enhancement Alternative**
  - Enhancements to the stream channel and adjacent wetlands.
- **I-5 Levee**
  - Levee south of I-5 to protect I5 from flooding
- **Levee**
  - Levee north of Clover Creek from Bridgeport Way to JBLM to minimize flooding everywhere



# Public Engagement



**17** stakeholders

**4** stakeholder meetings

**2** community meetings

**4** pre-meeting fact sheets sent out
















Promoted via  
**city website** and  
**quarterly magazine**

**Project webpage**  
created

**Press release**  
appeared in  
**local news**

Featured on  
the **City's**  
**social media**

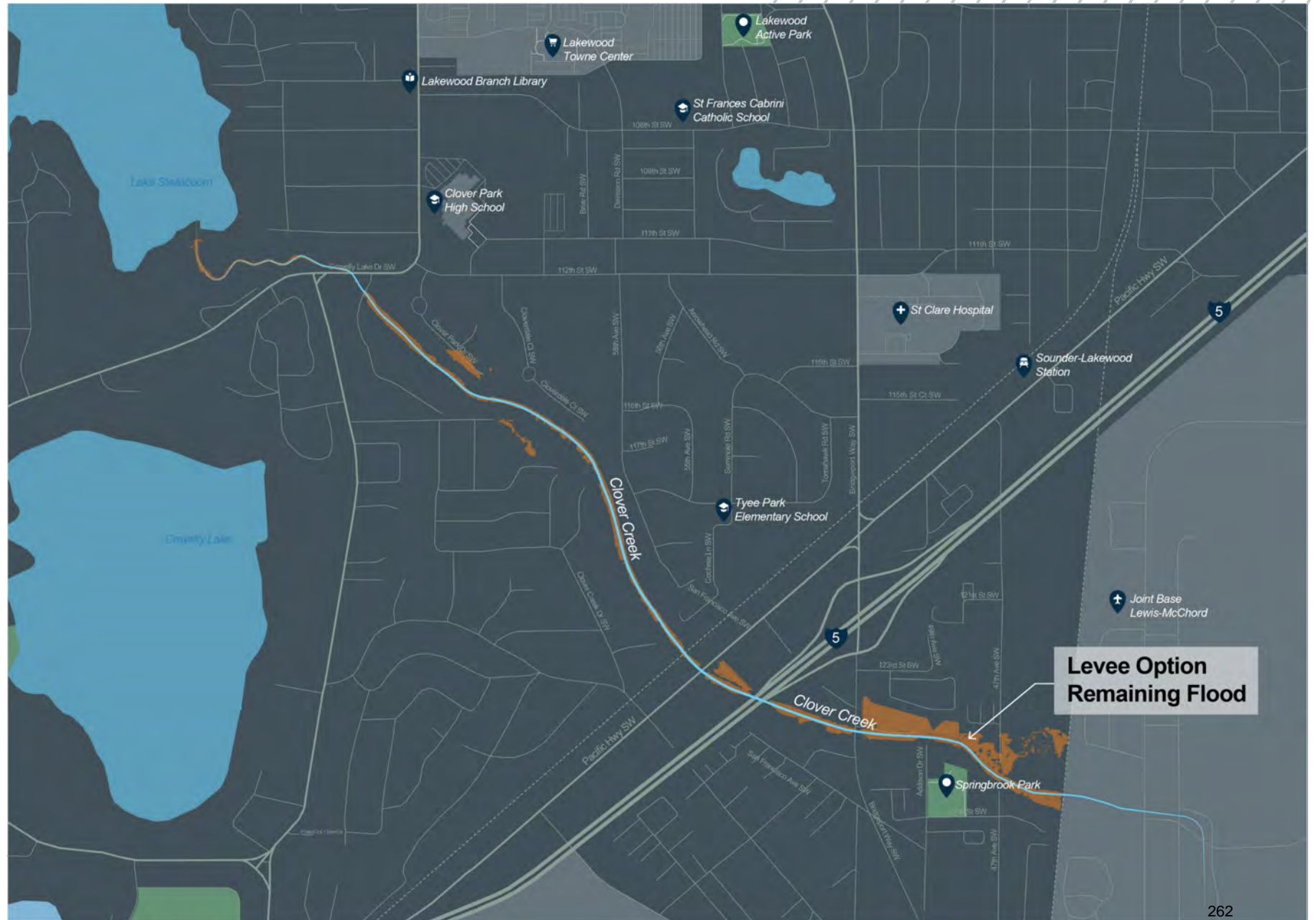
# Alternative Analysis

ALTERNATIVE	 ENVIRONMENTAL	 COMMUNITY	 IMPLEMENTATION	 COST
Do Nothing				\$0
Channel & Capacity Enhancement				\$17M - \$32M
I-5 Levee				\$15M - \$27M
Levee				\$17M - \$31M



# Levee Alternative

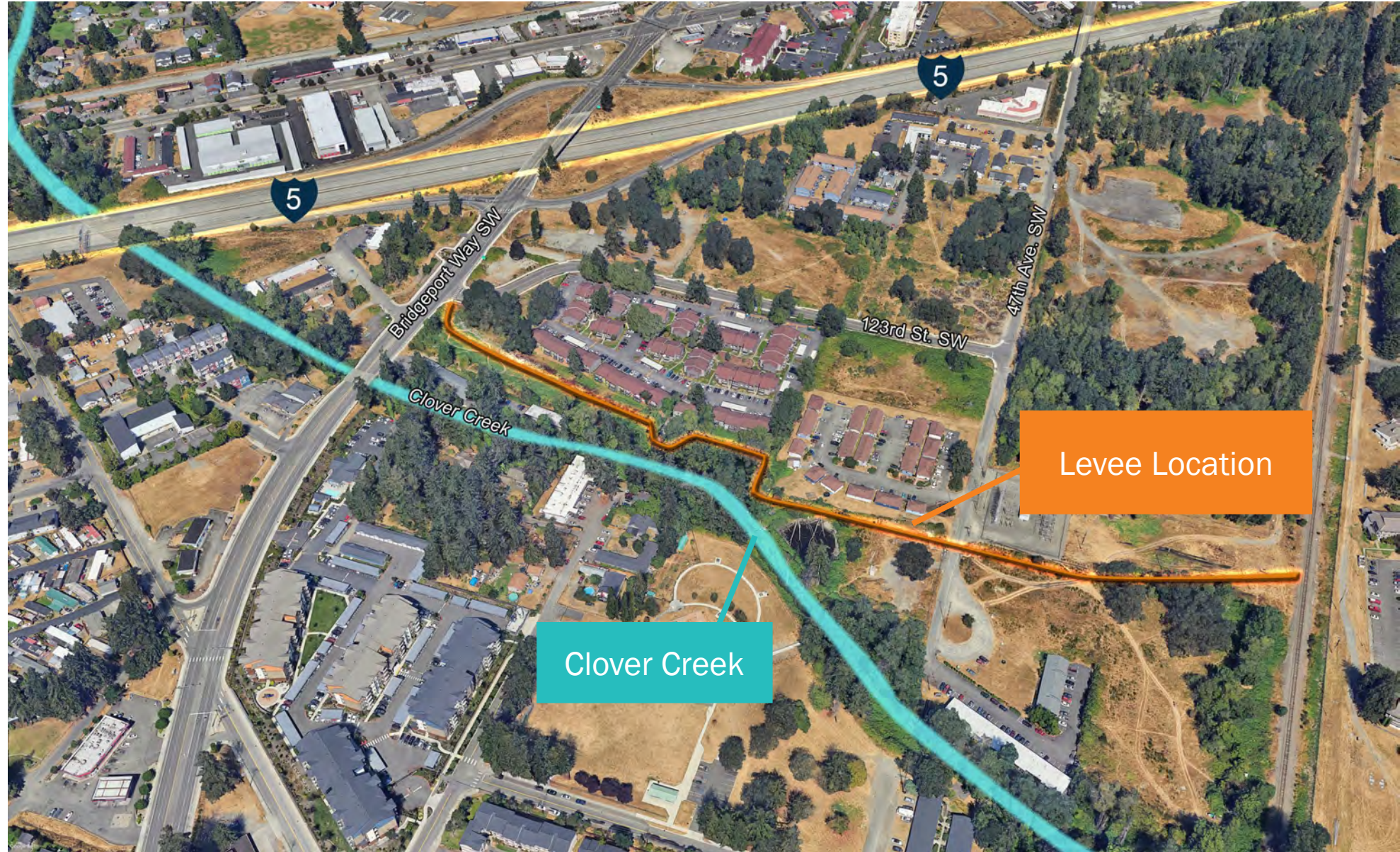
- Significant area removed from 100yr. Flood plain
- Area north of Clover Creek and east of I5 could be developed





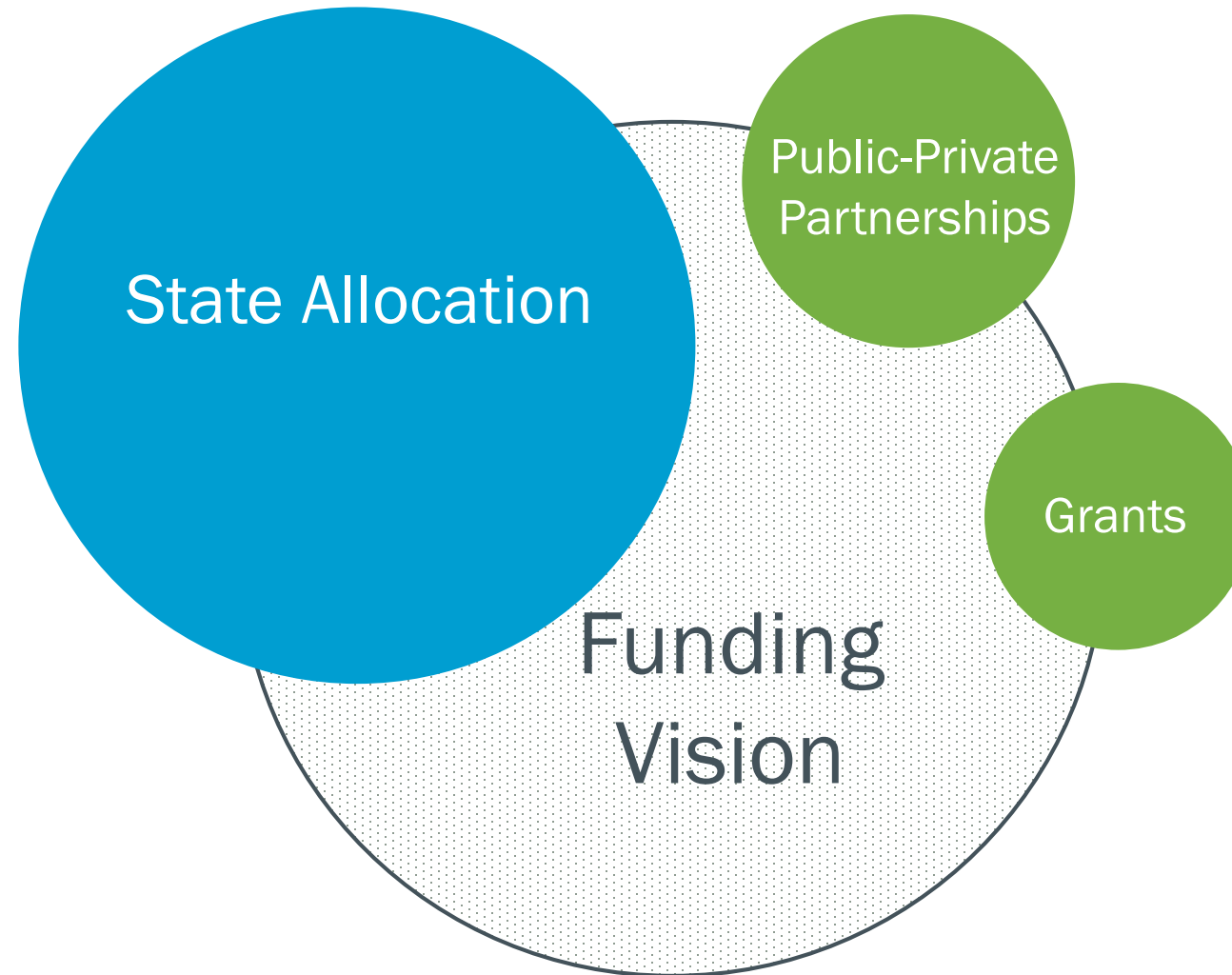
# Levee Alternative

- Prevents I-5 flooding
- Protects most existing homes and businesses
- Opens land for future development
- Provides opportunities for riparian improvements within the creek

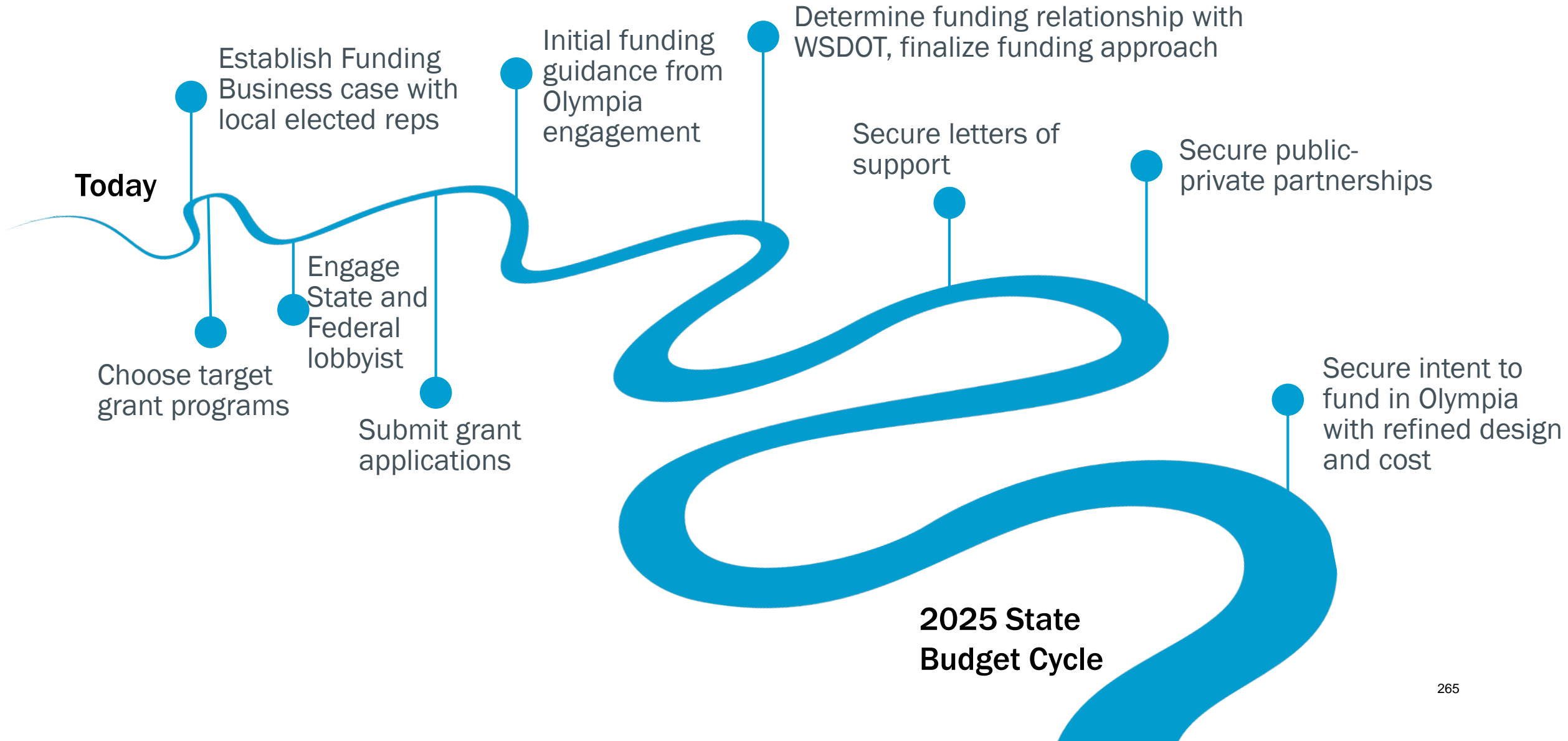




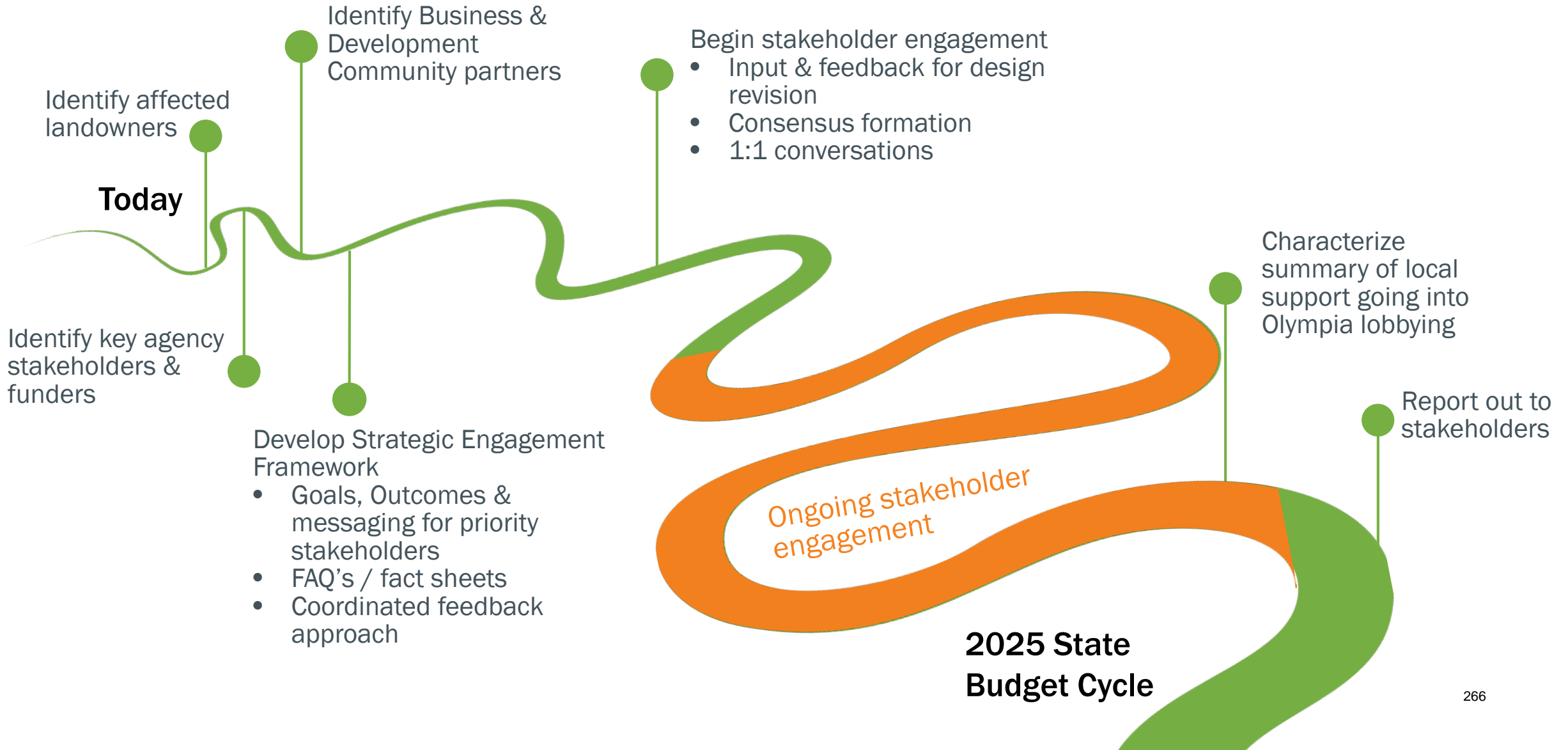
# External Funding is Necessary to Move Forward



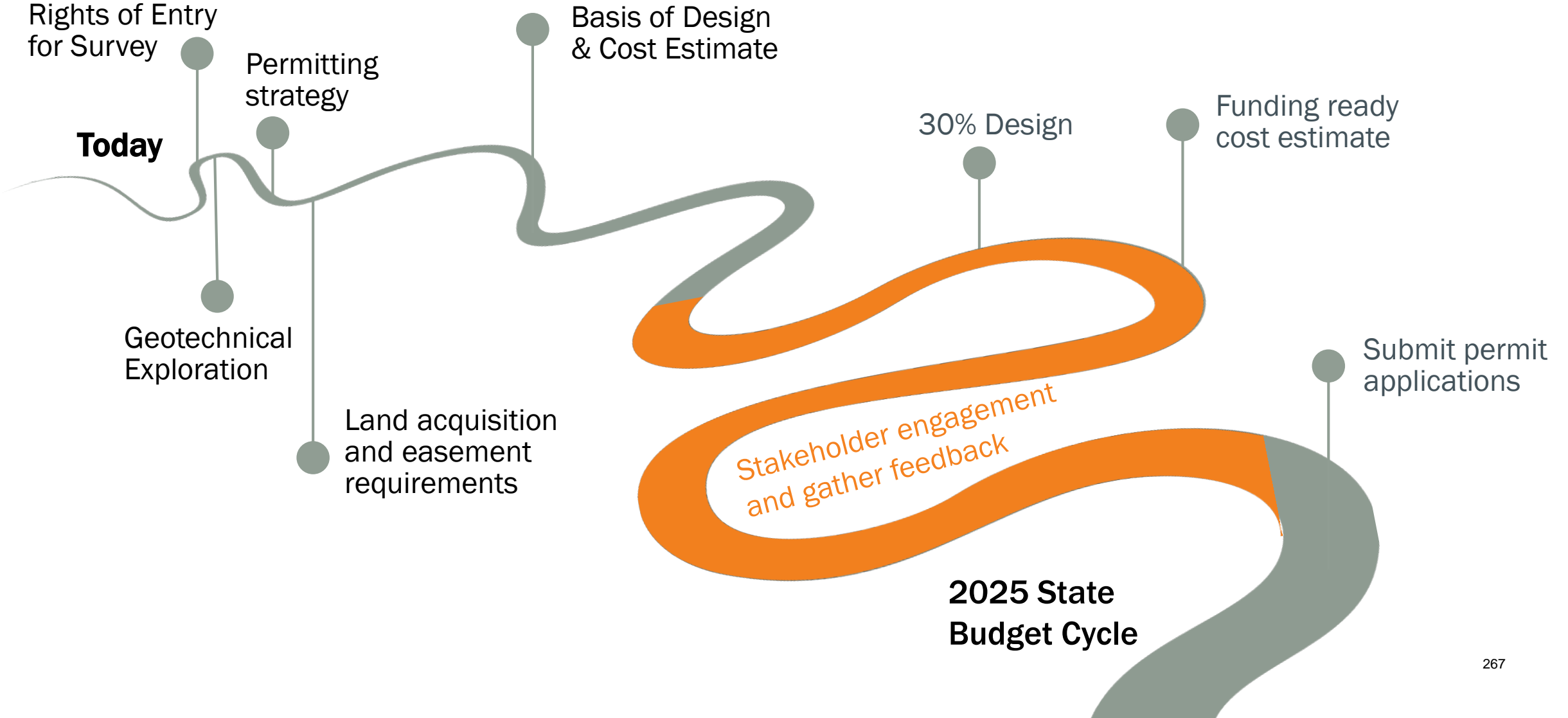
# Funding Strategy



# Outreach and Engagement Approach



# Technical Refinement Steps



# Immediate Next Steps

- Council feedback on next steps approach (funding, outreach, and engineering)
- Council consensus to advance project through next steps
- Develop scope of work and budget
  - Funding
  - Engineering
  - Outreach
  - Advisory technical work group
- Execute



# Questions?