



## LAKWOOD CITY COUNCIL AGENDA

Monday, October 21, 2024

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.

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

<http://www.cityoflakewood.us>

**CALL TO ORDER****ROLL CALL****PLEDGE OF ALLEGIANCE****PROCLAMATIONS AND PRESENTATIONS**

- (5) 1. Hazard Mitigation Plan Update. – *Serena Rotondo, Emergency Management Coordinator, West Pierce Fire & Rescue*

**PUBLIC COMMENTS****C O N S E N T A G E N D A**

- (13) A. Approval of the minutes of the City Council meeting of October 7, 2024.
- (17) B. Approval of the minutes of the City Council special meeting of October 9, 2024.
- (19) C. Approval of the minutes of the City Council special meeting of October 16, 2024.
- (21) D. Motion No. 2024-65  
 Authorizing the execution of an Interlocal Agreement with Lakewood Water District for the construction of a water line along 88th Avenue Court SW and Wadsworth Street SW.
- (35) E. Motion No. 2024-66  
 Authorizing the execution of Interlocal Agreement with Lakewood Water District for the construction of a water line along Nyanza Road SW between Gravelly Lake Drive (South) and Gravelly Lake Drive (North).
- (49) F. Motion No. 2024-67  
 Authorizing the execution of a professional services agreement with David Evans and Associates, Inc., in the amount of \$1,113,586, for services related to the Lakewood Station Access Improvement project.

(74) G. Motion No. 2024-68

Appointing Nancy Camirand, Donald Doman, Jr., Adrienne Kelckner and reappointing Emily Feleen, Darryl Owens, Phillip Raschke and Adrienne Serrienne to serve on the Lakewood Arts Commission through October 15, 2027.

(89) H. Motion No. 2024-69

Approving the 2025-2026 Federal, State and Pierce County Legislative Agenda and Policy Manual.

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

1. Lodging Tax Advisory Committee meeting minutes of September 22, 2023.
2. Planning Commission meeting minutes of April 3, 2024.
3. Public Safety Advisory Committee meeting minutes of April 3, 2024.
4. Lakewood Arts Commission meeting minutes of May 6, 2024.
5. Lakewood Arts Commission meeting minutes of June 3, 2024.
6. Planning Commission meeting minutes of June 5, 2024.
7. Planning Commission meeting minutes of June 12, 2024.
8. Public Safety Advisory Committee meeting minutes of August 7, 2024.
9. Lakewood Arts Commission meeting minutes of September 9, 2024.
10. Planning Commission meeting minutes of September 18, 2024.

## **R E G U L A R   A G E N D A**

### **PUBLIC HEARINGS AND APPEALS**

- (185) This is the date set for a public hearing to consider the vacation of that section of Cline Road lying between Interstate 5 and Pacific Highway SW.

**UNFINISHED BUSINESS**

**NEW BUSINESS**

(272) Motion No. 2024-70

Motion providing guidance to the Planning Commission related to Multifamily Tax Exemption (MFTE) Residential Target Area (RTA).

**REPORTS BY THE CITY MANAGER**

(273) Review of 3<sup>rd</sup> Quarter (2024) Police Report.

(283) Review of interlocal agreement between Pierce County and the City of Lakewood for the provision of specialized law enforcement services.

**CITY COUNCIL COMMENTS**

**ADJOURNMENT**





City of  
**Lakewood**

## Region 5 (Pierce County) Mitigation Plan

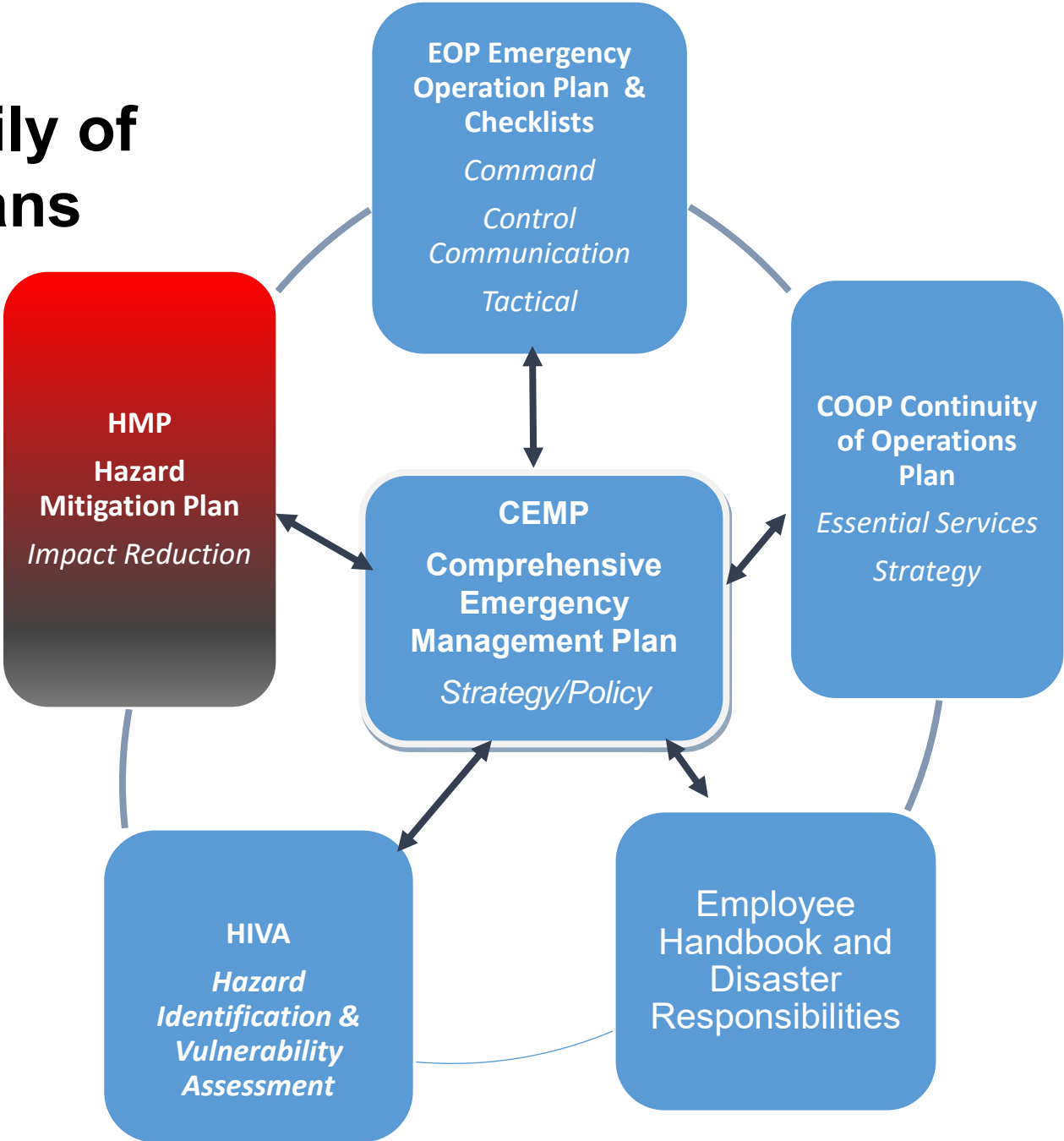
### City of Lakewood Mitigation Plan Resolution



**WEST PIERCE**

EMERGENCY MANAGEMENT COALITION

# Family of Plans



# Pierce County (Region 5) All-Hazard Mitigation Plan:

- 44 CFR 201.6 – Requires Local Mitigation Plans. The City of Lakewood will not be eligible for any federal mitigation OR post-disaster grants unless we have an approved All-Hazard Mitigation Plan.
- The Local Mitigation Plan is the representation of the jurisdiction's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.
- Pierce County DEM writes a multi-jurisdictional plan for all of Region 5 (Pierce County), with Addendums from cities within the region (including Lakewood).
- The **Plan** and **Addendum** must be approved by resolution from the City Council and updated every 5 years.

# Lakewood Addendum contents:

- SECTION 1 – PROCESS
  - Mitigation Plan development process
- SECTION 2 – PROFILE
  - Community profile (demographics, infrastructure, economic)
- SECTION 3 – CAPABILITY IDENTIFICATION
  - Survey of specific capabilities (legal, technical, fiscal)
- SECTION 4 – RISK ASSESSMENT
  - Identification of risks, frequency of occurrence, and a vulnerability analysis
- SECTION 5 – MITIGATION STRATEGY
  - Specific measures to mitigate risks
- SECTION 6 – INFRASTRUCTURE
  - Hazard vulnerability to City owned infrastructure
- SECTION 7 – MAINTENANCE
  - Plan implementation and maintenance: Capital Improvement Plan (CIP), land use, City's Comprehensive Plan.

# Hazard Mitigation Planning Process:

1. Conduct a Hazard Identification and Vulnerability Assessment (HIVA)
  - Identify our community profile, capabilities and risks.
  - Develop specific Mitigation Measures to help mitigate the identified risks over the next five years.
2. Compile all of this information to create the Lakewood Addendum to the Region 5 Mitigation Plan.
3. Each city's Addendum goes to the State Emergency Management Department (EMD) and then FEMA Region X (our region) for pre-approval.
4. After plan pre-approval, each city's governing body approves a resolution adopting the plan.
5. Implement Mitigation Measures.
6. Reassess and create new plan in five years (back to Step 1)

Table 5-1 City of Lakewood Mitigation Strategy Matrix

Implementation Mechanism	Mitigation Measure (Hazard(s)) <sup>1</sup>	Lead Jurisdiction(s) / Department(s)	Timeline (years)	Plan Goals					
				Life and Property	Operations	Partnerships	Natural Resources	Preparedness	Sustainable Economy
<b>Startup</b>	1. Existing Mitigation Actions (E,L,V,D,F,WUI,SW,MM)	Lakewood - Administration	Ongoing	✓	✓	✓	✓	✓	✓
	2. Plan Maintenance (E,L,V,D,F,WUI,SW,MM)	Lakewood - Administration	Ongoing	✓	✓	✓	✓	✓	✓
<b>HMF</b>	1. Pierce County Hazard Mitigation Forum (E,L,V,D,F,WUI,SW,MM)	PC DEM; Lakewood - Administration	Ongoing	✓	✓	✓	✓	✓	✓
	1. Complete, Distribute, Train on a Multi-Agency response to Transportation Accident Plan (MM)	Lakewood	1 to 2	✓	✓	✓		✓	
	2. Purchase and Install generators at Road Operations & Parks Maintenance Shops (E,SW,MM)	Lakewood – Public Works Road Operations	5	✓	✓			✓	✗
	3. Identify Critical Routes and Determine Alternate Routes (E,F,SW)	Lakewood – Public Works Engineering	5	✓	✓	✓			
	4. Radio Communications Set-Up Between all City-Owned Vehicles, Buildings, and EOC (E,F,SW)	Lakewood	5	✓	✓				
	5. Evacuation Plan Template for Multiple Events (E,V,F,SW,WUI,MM)	Lakewood - Police with West Pierce Fire & Rescue	1 to 2	✓	✓	✓			
	6. Seismic Review and Retrofit of all Bridges, Culverts, and Retaining Walls within and Through the City (E,F,SW)	Lakewood – Public Works Engineering	5	✓		✓			✓
	7. Battery Back-Up (Uninterrupted Power Supply (UPS)) for All Major Traffic Signals (E,F,SW)	Lakewood – Public Works Road Operations	5	✓	✓				
	8. Complete, Distribute, Train Staff on Continuity of Operations Plan (COOP) (E,V,F,WUI,SW,MM)	Lakewood	Ongoing	✓	✓	✓		✓	✓
	9. Essential Records Protection (E,V,F,SW,WUI,MM)	Lakewood - IT and City Clerk	Ongoing	✓	✓	□			✓
	10. Capability Identification and Evaluation (E,L,V,D,F,WUI,SW,MM)	Lakewood	Ongoing	✓	✓	✓	✓	✓	✓
	11. Illicit Discharge and Spill Response (MM)	Lakewood – Public Works Engineering	Ongoing	✓	□	✓	✓	✓	□
	12. Develop Mutual Aid Agreements with Other Public Agencies to Support in Roadway Clearing and Repair (E,F,SW)	Lakewood – Public Works Road Operations	Ongoing	✓	✓	✓			
	13. Significant Tree Pruning and Maintenance (E,D,SW)	Lakewood – Public Works Road Operations	Ongoing	✓	✓		✓	✓	
	14. Utility Coordination (E,L,V,F,SW,WUI,MM)	Lakewood	Ongoing	✓	✓	✓			

Implementation Mechanism	Mitigation Measure ( <i>Hazard(s)</i> ) <sup>1</sup>	Lead Jurisdiction(s) / Department(s)	Timeline (years)	Plan Goals					
				Life and Property	Operations	Partnerships	Natural Resources	Preparedness	Sustainable Economy
	15. Accurate Mapping of All Roadways- Electronic and Hard Copy ( <i>E,L,F,SW,MM</i> )	Lakewood - GIS	Ongoing	✓	✓				
	16. Traffic Control Devices for Setting Blockades and Detour Routes ( <i>E,L,F,SW,MM</i> )	Lakewood – Public Works Road Operations	Ongoing	✓	✓				
	17. Generator Retrofit of Park Operations Center ( <i>E,SW,MM</i> )	Lakewood - Parks	Complete	✓	✓			✓	
	18. Structural Retrofit of Park Operations Center ( <i>E,SW</i> )	Lakewood – Parks	Complete	✓	✓			✓	
	19. Create an Emergency Operations Center in Lakewood City Hall ( <i>E,V,F,SW,WUI,MM</i> )	Lakewood - Emergency Management	Complete	✓	✓	✓		✓	✓
	20. National Flood Insurance Program ( <i>F</i> )	Lakewood (Community Development); PC PWU	Complete	✓	✓	✓	✓	✓	☐
<b>Public Education</b>	1. Flood Preparedness and Response ( <i>F</i> )	Lakewood – Public Works	Ongoing	✓	✓	✓	✓		
	2. Disaster Preparedness Training ( <i>E,V,F,SW,WUI,MM</i> )	Lakewood - HR and PC Health Department	Ongoing	✓	✓				

**Questions?**





## **LAKWOOD CITY COUNCIL MEETING MINUTES**

Monday, October 7, 2024

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: 6 – Mayor Jason Whalen, Deputy Mayor Mary Moss, Councilmembers Ryan Pearson, Patti Belle J. Trestin Lauricella and Paul Bocchi.

Councilmember Excused: 1 – Councilmember Michael Brandstetter.

### **PLEDGE OF ALLEGIANCE**

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

### **PROCLAMATIONS AND PRESENTATIONS**

#### **Presentation of the 2025 Stormwater Prevention Calendar.**

Diana Halar, SWM Compliance Inspector provided an overview of the 2025 Stormwater Prevention Calendar Program. Mayor Whalen presented Gravelly Lake K12 Academy student Joseph Saavedra with a Certificate of Recognition and recognized other students who were not in attendance for their participation in the 2025 Stormwater Prevention Outreach Calendar.

### **PUBLIC COMMENTS**

Speaking before the Council were:

*James Dunlop, Lakewood resident*, congratulated the City Council for expressing opposition to the 100<sup>th</sup> Street vacation request and spoke about the demolition of the Mirjalili home for development of Edgewater Park.

*Ebrahim Mirjalili, Lakewood resident*, spoke about the destruction and eminent domain of his home.

*Christina Manetti, Lakewood resident*, spoke about the demolition of the Lakewood Library and about negative effects of light from streetlights that were installed in her neighborhood.

## 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 September 9, 2024.
- B. Approval of the minutes of the City Council meeting of September 16, 2024.
- C. Approval of the minutes of the City Council study session of September 23, 2024.
- D. Approval of the minutes of the City Council special meeting of September 30, 2024.
- E. Approval of claims vouchers, in the amount of \$3,159,910.53, for the period of August 16, 2024 through September 15, 2024.
- F. Approval of payroll checks, in the amount of \$3,089,322.37, for the period of August 16, 2024 through September 15, 2024.
- G. Motion No. 2024-61  
  
Authorizing the execution of an addendum to the agreement with Aquatechnex, LLC relating to the American Lake Eurasian watermilfoil control/eradication.
- H. Motion No. 2024-62  
  
Appointing Youth Councilmember Elijah StaAna to serve on the Lakewood's Promise Advisory Board for the 2024-2025 school year.
- I. Motion No. 2024-63  
  
Appointing Jerry Tagala to serve on the Community Services Advisory Board through December 15, 2028.
- J. Motion No. 2024-64

Authorizing the execution of an employment agreement with John J. Caulfield for City Manager services.

- K. Items filed in the Office of the City Clerk:
  1. Parks and Recreation Advisory Board meeting minutes of May 28, 2024.
  2. Planning Commission meeting minutes of June 26, 2024.
  3. Planning Commission meeting minutes of July 10, 2024.
  4. Parks and Recreation Advisory Board meeting minutes of July 23, 2024.
  5. Planning Commission meeting minutes of September 4, 2024.

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

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

**RESOLUTION**

**Resolution No. 2024-13 Conditionally approving the Kendrick Townhomes, LLC Multifamily Tax Exemption.**

COUNCILMEMBER PEARSON MOVED TO ADOPT RESOLUTION NO. 2024-13. SECONDED BY COUNCILMEMBER BELLE. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

None.

**REPORTS BY THE CITY MANAGER**

**Presentation of the 2025-2026 Proposed Biennial Budget.**

City Manager Caulfield presented the 2025-2026 Proposed Biennial Budget.

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**CITY COUNCIL COMMENTS**

Councilmember Pearson shared that he will be absent from the October 9<sup>th</sup> special meeting.

Councilmember Belle thanked those who presented and attended this evening's meeting.

Councilmember Lauricella shared that he enjoyed the Stormwater Prevention Calendar presentation and spoke about placing a diverter on streetlights to dim them. He shared that he will be absent from the October 14<sup>th</sup> and 16<sup>th</sup> Council meetings.

Deputy Mayor Moss shared that she enjoyed the Stormwater Prevention Calendar presentation and will attend Truck and Tractor Day.

Mayor Whalen thanked the City Manager for his budget presentation.

**ADJOURNMENT**

There being no further business, the meeting adjourned at 8:47 p.m.

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

ATTEST:

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



## **LAKESWOOD CITY COUNCIL MEETING MINUTES**

Wednesday, October 9, 2024

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: 5 – Mayor Jason Whalen, Deputy Mayor Mary Moss, Councilmembers Patti Belle J. Trestin Lauricella and Paul Bocchi.

Councilmember Excused: 2 – Councilmembers Michael Brandstetter and Ryan Pearson.

## **R E G U L A R   A G E N D A**

### **Review of the 2025-2026 Proposed Biennial Budget Department Presentations.**

#### **City Council**

Assistant to the City Manager Michael Vargas presented the City Council budget. Discussion ensued.

#### **City Manager**

Assistant to the City Manager Michael Vargas presented the City Manager budget. Discussion ensued.

#### **Parks, Recreation and Community Services**

Director Mary Dodsworth presented the Parks, Recreation and Community Services Department budget. Discussion ensued.

#### **Police Department**

Chief Patrick Smith presented the Police Department budget. Discussion ensued.

**Legal Department**

City Attorney Heidi Wachter presented the Legal Department budget. Discussion ensued.

**ADJOURNMENT**

There being no further business, the meeting adjourned at 7:37 p.m.

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

ATTEST:

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



## **LAKEWOOD CITY COUNCIL MEETING MINUTES**

Wednesday, October 16, 2024

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: 4 – Mayor Jason Whalen, Deputy Mayor Mary Moss, Councilmembers Ryan Pearson and Paul Bocchi.

Councilmember Excused: 3 – Councilmembers Patti Belle, Michael Brandstetter and J. Trestin Lauricella.

## **R E G U L A R   A G E N D A**

### **Review of the 2025-2026 Proposed Biennial Budget Department Presentations.**

#### **Municipal Court.**

Deputy City Manager Tho Kraus presented the Municipal Court budget. Discussion ensued.

#### **Planning and Public Works.**

Director Jeff Rimack to presented the Planning and Public Works budget. Discussion ensued.

#### **Administrative Services.**

Deputy City Manager Tho Kraus presented the Administrative Services budget. Kraus then provided an overview of a proposed Ordinance which would amend the Utility Tax Rate increasing gas and electricity rates to 6%. Discussion ensued.

**ADJOURNMENT**

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

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

ATTEST:

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



# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b>	<b>TITLE:</b> Authorize an Interlocal Agreement with Lakewood Water District for construction of a water main along 88 <sup>th</sup> Avenue Ct SW and Wadsworth Street SW.	<b>TYPE OF ACTION:</b>
October 21, 2024		— ORDINANCE
		— RESOLUTION
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> Inter-local Agreement between The City of Lakewood and Lakewood Water District regarding the construction of a water main along 88 <sup>th</sup> Avenue Ct SW and Wadsworth Street SW.	<input checked="" type="checkbox"/> MOTION NO. 2024-65
		— OTHER

**SUBMITTED BY:** Jeff Rimack, Planning and Public Works Director

**RECOMMENDATION:** It is recommended that the City Council authorize the City Manager to execute an Interlocal Agreement with Lakewood Water District for construction of a water main along 88<sup>th</sup> Avenue Ct SW and Wadsworth Street SW.

**DISCUSSION:** The City of Lakewood is currently preparing to construct sewer improvements to Wadsworth Street, Silcox Drive, and Boat Street, titled Wadsworth/Silcox/Boat Street Sewer Extension project.

All existing underground utilities have been contacted prior to construction to ensure that no replacement should be needed in the foreseeable future that would disturb the paved surfaces following completion of the project. Lakewood Water District has requested to partner with the City to extend its' water main facilities to provide adequate flow to the parcels along 88<sup>th</sup> Avenue Ct SW and Boat Street. The City and the District have been working cooperatively to coordinate the design and construction of both projects together. The attached inter-local agreement would replace the water main as part of the roadway project at the water district's expense. An inter-local agreement requires Council action in order to execute the agreement.

**ALTERNATIVE(S):** Council could reject the inter-local agreement and direct the district to replace the line as a separate project. It is anticipated that this would delay the project and cause an increase to the City's project budget.

**FISCAL IMPACT:** There is no fiscal impact to the City of Lakewood. Lakewood Water District will reimburse the City for all costs associated with this agreement. The agreement reflects the estimated costs for construction administration of \$4,000 and an estimated \$280,000 of construction water line contract cost. Total agreement cost is \$280,000, if actual costs exceeds this amount, it will be covered by the District.

Troy Pokswinski, P.E.  
Prepared by

  
City Manager Review

Jeff Rimack  
Planning and Public Works Department  
Director

**AN INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF LAKEWOOD AND THE LAKEWOOD WATER DISTRICT  
REGARDING THE CONSTRUCTION OF ROADWAY IMPROVEMENTS  
AND WATER MAINS ALONG 88<sup>TH</sup> AVE CT SW AND WADSWORTH ST SW**

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

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

WHEREAS, the purpose for this Agreement is to allow coordination between the parties during the construction of roadway improvements and water mains facilities within the public rights-of-way along 88<sup>th</sup> Ave Ct SW and Wadsworth St SW (hereinafter, “the Project”); and,

WHEREAS, the Project is located within the boundaries of both the City and the Water District; and,

WHEREAS, the Project is served by an aging water main systems; and,

WHEREAS, the City and the Water District have entered into a franchise agreement granting to the Water District the right to construct, maintain, operate, replace, and repair water systems in, across, over, along, under, through, and below the public rights-of-way of the City; and,

WHEREAS, the City and the Water District recognize the need for improved utility infrastructure; and,

WHEREAS, the City has budgeted \$2.150 million in funds to design and construct the roadway improvements (all these improvements are collectively referred to as (the "Roadway Improvements")); and,

WHEREAS, the Water District has budgeted approximately \$280,000 from its capital improvement fund to upgrade undersized water mains within the corridor subject to the Roadway Improvements (the "Water Main Improvements"); and,

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

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

WHEREAS, it is deemed in the best interest of the public, the City, and the Water District to incorporate the Water Main Improvements into the City's construction plans and contract for the Roadway Improvements if the incorporation will increase efficiency and decrease costs (collectively, the combined Water Main Improvements and Roadway Improvements are the "Project"); and

WHEREAS, the City and the Water District both recognize the complexity and challenges associated with implementing the Project and pledge to work cooperatively together to assure a mutually successful implementation;

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

### SECTION 1. PURPOSES

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

### SECTION 2. IDENTIFICATION OF GOALS

The goals entering into this Agreement are to: (1) facilitate the design and construction of the Project; (2) produce a project that meets the applicable standards and approval of both the City and the Water District; (3) achieve maximum cost savings for the benefit of the public served by both the City and the Water District; (4) minimize inconvenience to the traveling public during construction of the Project; (5) perform appropriate levels of construction administration and construction quality assurance and quality control; (6) create a Project schedule maximizing coordination among the City, the Water District, and the Project's contractor(s); (7) provide the Water District with planning input during all aspects of Project; and (8) create a Project sequencing schedule to insure continuity of water service and fire flow to all areas of affected community throughout the duration of the Project.

### SECTION 3. THE CITY'S RESPONSIBILITY

- A. The City shall designate a construction lead administrator to administer the cooperative undertaking of the Project.
- B. The City shall lead development of design and bid documents for the Roadway Improvements.
- C. The City shall pay for all portions of the Project not related to the Water Main Improvements.
- D. The City shall complete all necessary environmental documentation for the Project and shall serve as the lead agency in ensuring that the Project complies with all applicable requirements of the National Environmental Policy Act (NEPA).
- E. In coordination with the Water District, the City shall secure all necessary rights-of-way and easements required for the construction of the Project.

- F. The City shall be the lead in development of the contract provisions and plans for the Project including: (1) inclusion of plans and specifications; (2) advertisement and posting for bids; (3) instructions to bidders, including an instruction that bidders show the cost of contract items allocated to the Water Main Improvements segregated from the cost of contract items for which the City is funding; (4) bid form, bid schedules, and bidder information and signature form; (5) establishment of the naming and scope of each of the various bid schedules; (6) deposit or bid bond form; (7) non-collusion affidavit form; (8) subcontractor list; (9) bidder's construction experience form; (10) contract agreement; (11) contract bond (performance and payment); and (12) state wage rates.
- G. The City shall be the lead in the bidding process for the Project.
- H. Prior to advertising the Project, the City shall provide to the Water District the draft contract provisions prepared by the City. The City shall not advertise the Project before the Water District has responded to the draft contract provisions as described in Section 4.D of this Agreement.
- I. No more than three (3) business days after identifying the lowest responsible and responsive bidder for the Project, the City shall submit that bidder's bid proposal to the Water District for review and response as described in Section 4.D of this Agreement.
- J. The City shall not award the Project construction contract to that bidder before the Water District has responded to the bidder's proposal as described in Section 4.D of this Agreement.
- K. Prior to commencement of any work on the Project, the City shall organize a preconstruction conference and shall provide the Water District with no less than five (5) business days' prior notice of the scheduled preconstruction conference.
- L. The City shall be the lead on the construction administration for the Project including: (1) constructability analysis (independent consultant review of construction staging, utility conflicts, utility staging, etc.); (2) submittal management, except for work associated with the Water Main Improvements which management shall be administered by the Water District; (3) inspection services, except for work associated with the Water Main Improvements which inspections shall be conducted by the Water District; (4) setting agendas for, facilitating, and preparing meeting minutes from weekly construction meetings; (5) setting agendas for, facilitating, and preparing meeting minutes from monthly management meetings; (6) construction contract scheduling; (7) reviewing of contractor payment requests; (8) document reviews; and (9) record drawings.
- M. The City shall provide the Water District with record drawings in electronic format. Both AutoCad 2018 and .pdf files will be transferred showing as constructed details.
- N. The City shall bill the Water District for costs related to the Water Main Improvements in accordance with the payment provisions set forth in this Agreement.
- O. The City shall promptly notify the Water District of the completion of the Water Main Improvements.
- P. The City shall promptly notify the Water District of any issues related to the Project that the City believes are inconsistent with the design or construction documents of the Project, or with this Agreement. The City shall work cooperatively with the Water District to resolve any such issues to the mutual satisfaction of both parties. If the parties are unable to resolve the issues cooperatively, the parties shall engage in the dispute resolution procedures identified in this Agreement.

#### SECTION 4. WATER DISTRICT RESPONSIBILITY

- A. The Water District shall be responsible for providing design plans and specifications for the Water Main Improvements.
- B. The Water District shall pay for all portions of the Water Main Improvements as described in Section 5 of this Agreement.
- C. Prior to the advertising of the Project, the Water District shall review the draft contract provisions prepared and provided to the Water District by the City for any required modifications. Within five (5) business days after receiving the draft contract provisions, the Water District shall issue written notification to the City of any issues with the draft contract provisions or of acceptance of the draft contract provisions. If the Water District notifies the City of any issues with the draft contract provisions, the City shall have the option to address the issues. If the City does not address the issues to the Water District's satisfaction, the Water District may terminate this Agreement as set forth in this Agreement. If, after the five (5) day period, the Water District has not notified the City of any issues with the draft contract provisions or of acceptance of the draft contract provisions, the draft contract provisions shall be considered accepted by the Water District.
- D. After receiving a copy of the lowest responsible and responsive bidder's bid proposal from the City, the Water District shall, within five (5) business days issue written notification to the City of any issues with the proposal or of acceptance of the proposal. If the Water District notifies the City of any issues with the proposal, the City shall have the option to address the issues. If the City does not address the issues to the Water District's satisfaction, the Water District may terminate this Agreement as set forth in this Agreement. If, after the five (5) day period, the Water District has not notified the City of any issues with the proposal or of acceptance of the proposal, the proposal shall be considered accepted by the Water District.
- E. The Water District shall provide a representative for construction administration of the Project to: (1) review and, if acceptable, approve submittals, requests-for-information, and other documents about the Water Main Improvements and return them to the lead construction administrator within three (3) business days; (2) be present at weekly construction and monthly management meetings; (3) review contractor payment requests for work associated with the Water Main Improvements; (4) coordinate with the contractor(s) and the City to determine temporary water service needs including materials necessary for and location of temporary water mains and services, maintenance of temporary water mains and services, and timetable(s) for construction and dismantling of temporary water mains and services; (5) coordinate with the City and contractor(s) when old water mains are to be abandoned and installed portions of new mains shall be brought into service; (6) verify pre-determined project and sequencing schedules are followed by the contractor(s); and (7) assist in determining need and direction of potential changes in project and sequencing schedules if a change in conditions arises. If any disputes arise regarding the Water District's role in construction administration of the Project, the parties shall work cooperatively to resolve any such disputes to the mutual satisfaction of both parties. If the parties are unable to resolve the issues cooperatively, the parties shall engage in the dispute resolution procedures identified in this Agreement.

- F. The Water District shall inspect all work associated with the Water Main Improvements. All costs for such inspection shall be borne by the Water District. All contact between the Water District's inspectors and the City's contractor shall be through the City's on-site representative who shall be identified by the City at the Project preconstruction conference.
- G. The Water District shall provide to the City copies of all daily inspection reports for work involving the Water Main Improvements on a weekly or other agreed-upon interval.
- H. The Water District shall, within twenty (20) business days after the City's notification of completion of the Water Main Improvements, issue written notification to the City of any deficiencies or of acceptance of the work. The City's contractor shall correct any deficiencies as soon as reasonably practicable. If, after the twenty (20) day period, notification has not been received by the City, the Water Main Improvements shall be considered complete and accepted by the Water District.
- I. The Water District shall promptly notify the City of any issues related to the Project that the Water District believes are inconsistent with the design or construction documents of the Project, or with this Agreement. The Water District shall work cooperatively with the City to resolve any such issues to the mutual satisfaction of both parties. If the parties are unable to resolve the issues cooperatively, the parties shall engage in the dispute resolution procedures identified in this Agreement.

SECTION 5. COSTS AND PAYMENTS

- A. The Water District agrees to set aside funds for payment to the City for all costs associated with the Water Main Improvements, as described in Section 5.B of this Agreement.
- B. The Water District shall pay the City for the following costs:
  - (1) 100 percent of the final cost of all contract items related to the Water Main Improvements, as shown in the bid proposal of the successful bidder. The parties to this Agreement will work cooperatively in preparation of the bid request and bid documents so that bids will separately identify and allocate costs so that the financial obligations of the parties may be determined with a high degree of certainty;
  - (2) The Water District's proportionate share of the unallocated Project costs, such as mobilization and demobilization, as shown in the bid proposal of the successful bidder. The Water District's proportionate share shall be determined by the following formula: (Costs allocated to Water Main Improvements in the bid proposal of the successful bidder) divided by (Costs allocated to the Project in the bid proposal of the successful bidder). The amount to be determined at a future date by execution of an addendum to this Agreement;
  - (3) The Water District shall pay the City on a time and materials basis for the contract administration costs incurred by the City for the Water Main Improvements. A cost estimate is included as Exhibit A for the benefit of the Water District on what they can at a minimum expect to pay the City for these services.
  - (4) 100 percent of the cost of any extra work associated with the Water Main Improvements within the amount allowed under Section 6.C and any costs for extra work that have been approved in accordance with Section 6.D of this Agreement, so

long as such extra work has been approved by the Water District consistent with Section 6.B of this Agreement.

- (5) The Water District shall pay for restoration of surfaces for which the City portion of the work did not intend to disturb. In sections of the existing/permanent road that the City is simply overlaying, the Water District shall pay for sawcut, removal of existing asphalt, 2" crushed rock, and 4" Hot Mix Asphalt consistent with the City's Engineering Standards Manual. For sections of curb, gutter and sidewalk to be removed solely for the purpose of installing water main, services, or hydrants, the Water District shall pay for these items.
- C. The City shall provide the Water District with properly executed invoices and other appropriate documents segregating and identifying the contractor's payments, equipment, materials, and labor expended on the Water Main Improvements, plus the Water District's proportionate share of the unallocated Project costs, plus the Water District's proportionate share of the City's actual costs incurred in support of the Water Main Improvements, plus the cost of any extra work associated with the Main Improvements.
- D. Approved invoices describing costs consistent with Section 5.B above and meeting the description in Section 5.C above shall be paid by the Water District within forty-five (45) days of receipt by the Water District. Notice of any potential dispute regarding payment on an invoice shall be made in writing within the same time period. Payment by the Water District shall not constitute agreement as to the appropriateness of any item or acceptance of the work so represented. If the parties are unable to cooperatively resolve the dispute, they shall engage in the dispute resolution procedures identified in this Agreement. Interest, at the simple interest rate of 2% per year, shall be charged on all past due payments until paid except for any portion of the past due payment for which it is determined that the Water District is not responsible.

## SECTION 6. CHANGES AND CONTRACTOR CLAIMS

- A. There may be unforeseen conditions requiring immediate resolution during the construction phase of this Agreement such as construction disputes and claims, changed conditions, and changes in the construction work. Reimbursement for increased construction engineering and/or construction contract amounts shall be limited to costs covered by a modification, change order, or extra work order approved as described below.
- B. No change shall be permitted to the approved construction, scheduling, or sequencing plans for the Water Main Improvements unless approved by the Water District.
- C. Should it be determined that any change from the Project contract plans and specifications is required that would result in an increased cost to the Water District of \$2,500 or less, the City shall provide the Water District with no less than 24-hours' notice of the proposed change. If the Water District approves the change or does not respond before the expiration period of the notice period, the City is authorized to make the change. If the Water District notifies the City that the Water District disapproves the change within the notice period, the City shall have no authority to make the change.
- D. Any change in the Project that would result in an increased cost to the Water District in excess of \$2,500 and any change disapproved by the Water District under Section 6.C above shall not be authorized unless and until a binding Letter of Agreement describing the changed scope of work and the estimated change in the Water Main Improvements

cost has been signed by both the City's Public Works Director or his/her designee and the Water District's General Manager or his/her designee. The Water District and the City will work diligently together in securing the execution of said binding Letter of Agreement so as not to hold up the City's contractor from carrying out the work.

- E. Each Party, in the event of a claim by the construction contractor, shall be responsible for its share of the claim filed by the contractor arising out of that Party's proportionate responsibility for the claim.
- F. If the City's contractor submits a claim that impacts the amount to be paid by the Water District, the City will provide a copy of the claim to the Water District along with information and data relevant to it. The Water District shall consider the claim and provide a response to the City. If the Water District rejects the claim in whole or in part, and the contractor does not accept the Water District's position, then the claim will be resolved pursuant to the dispute resolution process of the City-contractor contract. At the Water District's option, the Water District may appear in that process in the City's name, and shall be fully responsible for preparation and presentation of the defense to the claim, and shall bear all expenses and attorney's fees incurred in doing so. If the dispute resolution process results in a determination that the contractor's claim is valid, then the Water District shall pay the City for the amount of the claim.

#### SECTION 7. TERM OF THE AGREEMENT

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

#### SECTION 8. INDEMNIFICATION AND DEFENSE

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

#### SECTION 9. NO THIRD-PARTY BENEFICIARY



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

#### SECTION 10. INSURANCE COVERAGE

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

*The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, neither the City nor the Water District shall be deemed or construed to have assessed the risks that may be applicable to the contractor under this Agreement. The contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Agreement.*

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

- A. *General Liability. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 Ed. 11-88 covering COMMERCIAL GENERAL LIABILITY. \$1 million combined single limit per occurrence, and for those policies with aggregate limits, a \$2 million aggregate limit.*
- B. *Automobile Liability. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 Ed. 12/90 covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. \$1 million combined single limit per accident.*
- C. *Workers' Compensation; Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.*

D. *Employer's Liability or "Stop Gap". Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.*

E. *Builder's Risk/Installation Floater: The contractor shall procure and maintain during the life of the Contract, or until acceptance of the project by the City and the Water District, whichever is longer, "All Risk" Builders Risk or Installation Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof. The policy shall be endorsed to cover the interests, as they may appear, of the City and the Water District, Contractor and subcontractors of all tiers with the City and the Water District listed as loss payees.*

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

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

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

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

*With respect to all Liability Policies except Workers Compensation:*

- a. The City and the Water District, its officers, officials, employees, agents and consultants are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the contractor in connection with this Agreement.*
- b. The contractor's insurance coverage shall be primary insurance as respects the City and the Water District, their officers, officials, employees, agents, and consultants. Any insurance and/or self-insurance maintained by the City or the Water District, their officers, officials,*

- employees, agents and consultants shall not contribute with the contractor's insurance or benefit the contractor in any way.*
- c. The contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.*
- d. A Per Project Aggregate shall apply to the General Liability policy.*

*Unless otherwise approved by the City and the Water District:*

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

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

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

#### SECTION 11. DISPUTE RESOLUTION

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

#### SECTION 12. NON-DISCRIMINATION

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

#### SECTION 13. ASSIGNMENT

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

SECTION 14. NOTICE

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

LAKESWOOD WATER DISTRICT  
11900 Gravelly Lake Drive SW  
P.O. Box 99729  
Lakewood, WA 98499-0729  
Attn: Marshall Meyer, General Manager

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

CITY OF LAKESWOOD  
6000 Main Street SW  
Lakewood, WA 98499-5027  
Attn: Jeff Rimack, Planning and Public Works Director

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

SECTION 15. PROJECT RECORDS

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

SECTION 16. CITY AND WATER DISTRICT AS INDEPENDENT CONTRACTORS

The City is, and shall at all times be deemed to be, an independent contractor. The Water District is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and the Water District or their agents or employees. The City and the Water District shall each independently retain all authority for the rendition of services,

standards of performance, control of personnel, and other matters incidental to the performance of services by the City and the Water District pursuant to this Agreement.

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

#### SECTION 17. WAIVER

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

#### SECTION 18. ENTIRE AGREEMENT

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

#### SECTION 19. AMENDMENT

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

#### SECTION 20. TERMINATION

- A. The City has the right to terminate this Agreement by providing written notice to the Water District if the City determines not to undertake the Project or to discontinue the Project, in which case the City shall be responsible for costs incurred by the City associated with the Roadway Improvements prior to the City's notice of termination, and the Water District shall only be responsible for costs reasonably incurred by the City that are directly attributable to the Water Main Improvements prior to the City's notice of termination.
- B. The Water District has the right to terminate this Agreement by providing written notice to the City prior to the award of the construction contract, in which case the Water District shall be responsible for all costs reasonably incurred by the City in executing the necessary contract changes to delete the Water Main Improvements from the Project.
- C. After award of the construction contract by the City, the Water District may terminate this Agreement only upon 30 days' prior written notice to the City. In that event, the Water District shall be responsible for all costs reasonably incurred by the City through the date 30 days from the date of the Water District's notice to the City, and all bona fide costs reasonably claimed by the contractor in deleting the Water Main Improvements from the Project.

SECTION 21. FILING

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

SECTION 22. SEVERABILITY

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

**IN WITNESS WHERE OF**, the parties have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF LAKEWOOD

LAKEWOOD WATER DISTRICT

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

\_\_\_\_\_  
Marshall Meyer, General Manager

Attest:

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

Approved as to Form:

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

\_\_\_\_\_  
Andrew W. Maron, District Attorney

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b>	<b>TITLE:</b> Authorize an Interlocal Agreement with Lakewood Water District for construction of a water main along Nyanza Road between Gravelly Lake Drive (South) and Gravelly Lake Drive (North).	<b>TYPE OF ACTION:</b>
October 21, 2024		— ORDINANCE
		— RESOLUTION
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> Interlocal Agreement between The City of Lakewood and Lakewood Water District regarding the construction of a water main along Nyanza Road.	<input checked="" type="checkbox"/> MOTION NO. 2024-66
		— OTHER

**SUBMITTED BY:** Jeff Rimack, Planning and Public Works Director

**RECOMMENDATION:** It is recommended that the City Council authorize the City Manager to execute an Interlocal Agreement with Lakewood Water District for construction of a water main along Nyanza Road between Gravelly Lake Drive (South) and Gravelly Lake Drive (North).

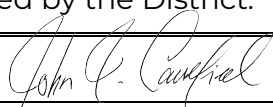
**DISCUSSION:** The City of Lakewood is currently preparing to construct improvements to Nyanza Road, titled Nyanza Road project.

All existing underground utilities have been contacted prior to construction to ensure that no replacement should be needed in the foreseeable future that would disturb the paved surfaces following completion of the project. Lakewood Water District has requested to partner with the City to replace its' existing water mains under Nyanza Road in an effort to avoid future replacements beneath the new improvements. The City and the District have been working cooperatively to coordinate the design and construction of both projects together. The attached inter-local agreement would replace the water main as part of the roadway project at the water district's expense. An inter-local agreement requires Council action in order to execute the agreement.

**ALTERNATIVE(S):** Council could reject the inter-local agreement and direct the district to replace the line as a separate project. It is anticipated that this would delay the project and cause an increase to the City's project budget.

**FISCAL IMPACT:** There is no fiscal impact to the City of Lakewood. Lakewood Water District will reimburse the City for all costs associated with this agreement. The agreement reflects the estimated costs for construction administration of \$6,000 and an estimated \$2,100,000 of construction water line contract cost. Total agreement cost is \$2,100,000, if actual costs exceeds this amount, it will be covered by the District.

Troy Pokswinski, P.E.  
Prepared by

  
City Manager Review

Jeff Rimack  
Planning and Public Works Department Director

**AN INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF LAKEWOOD AND THE LAKEWOOD WATER DISTRICT  
REGARDING THE CONSTRUCTION OF ROADWAY IMPROVEMENTS  
AND WATER MAINS ALONG NYANZA RD SW FROM GRAVELLY LK DR SW  
(NORTH) TO GRAVELLY LK DR SW (SOUTH)**

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

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

WHEREAS, the purpose for this Agreement is to allow coordination between the parties during the construction of roadway improvements and water mains facilities within the public rights-of-way along Nyanza Rd SW from Gravelly Lk Dr SW (north) to Gravelly Lk Dr SW (south) (hereinafter, “the Project”); and,

WHEREAS, the Project is located within the boundaries of both the City and the Water District; and,

WHEREAS, the Project is served by an aging water main systems; and,

WHEREAS, the City and the Water District have entered into a franchise agreement granting to the Water District the right to construct, maintain, operate, replace, and repair water systems in, across, over, along, under, through, and below the public rights-of-way of the City; and,

WHEREAS, the City and the Water District recognize the need for improved utility infrastructure; and,

WHEREAS, the City has budgeted \$4.450 million in funds to design and construct the roadway improvements (all these improvements are collectively referred to as (the "Roadway Improvements")); and,

WHEREAS, the Water District has budgeted approximately \$2.1 million from its capital improvement fund to upgrade undersized water mains within the corridor subject to the Roadway Improvements (the "Water Main Improvements"); and,

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

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



WHEREAS, it is deemed in the best interest of the public, the City, and the Water District to incorporate the Water Main Improvements into the City's construction plans and contract for the Roadway Improvements if the incorporation will increase efficiency and decrease costs (collectively, the combined Water Main Improvements and Roadway Improvements are the "Project"); and

WHEREAS, the City and the Water District both recognize the complexity and challenges associated with implementing the Project and pledge to work cooperatively together to assure a mutually successful implementation;

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

### SECTION 1. PURPOSES

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

### SECTION 2. IDENTIFICATION OF GOALS

The goals entering into this Agreement are to: (1) facilitate the design and construction of the Project; (2) produce a project that meets the applicable standards and approval of both the City and the Water District; (3) achieve maximum cost savings for the benefit of the public served by both the City and the Water District; (4) minimize inconvenience to the traveling public during construction of the Project; (5) perform appropriate levels of construction administration and construction quality assurance and quality control; (6) create a Project schedule maximizing coordination among the City, the Water District, and the Project's contractor(s); (7) provide the Water District with planning input during all aspects of Project; and (8) create a Project sequencing schedule to insure continuity of water service and fire flow to all areas of affected community throughout the duration of the Project.

### SECTION 3. THE CITY'S RESPONSIBILITY

- A. The City shall designate a construction lead administrator to administer the cooperative undertaking of the Project.
- B. The City shall lead development of design and bid documents for the Roadway Improvements.
- C. The City shall pay for all portions of the Project not related to the Water Main Improvements.
- D. The City shall complete all necessary environmental documentation for the Project and shall serve as the lead agency in ensuring that the Project complies with all applicable requirements of the National Environmental Policy Act (NEPA).
- E. In coordination with the Water District, the City shall secure all necessary rights-of-way and easements required for the construction of the Project.

- F. The City shall be the lead in development of the contract provisions and plans for the Project including: (1) inclusion of plans and specifications; (2) advertisement and posting for bids; (3) instructions to bidders, including an instruction that bidders show the cost of contract items allocated to the Water Main Improvements segregated from the cost of contract items for which the City is funding; (4) bid form, bid schedules, and bidder information and signature form; (5) establishment of the naming and scope of each of the various bid schedules; (6) deposit or bid bond form; (7) non-collusion affidavit form; (8) subcontractor list; (9) bidder's construction experience form; (10) contract agreement; (11) contract bond (performance and payment); and (12) state wage rates.
- G. The City shall be the lead in the bidding process for the Project.
- H. Prior to advertising the Project, the City shall provide to the Water District the draft contract provisions prepared by the City. The City shall not advertise the Project before the Water District has responded to the draft contract provisions as described in Section 4.D of this Agreement.
- I. No more than three (3) business days after identifying the lowest responsible and responsive bidder for the Project, the City shall submit that bidder's bid proposal to the Water District for review and response as described in Section 4.D of this Agreement.
- J. The City shall not award the Project construction contract to that bidder before the Water District has responded to the bidder's proposal as described in Section 4.D of this Agreement.
- K. Prior to commencement of any work on the Project, the City shall organize a preconstruction conference and shall provide the Water District with no less than five (5) business days' prior notice of the scheduled preconstruction conference.
- L. The City shall be the lead on the construction administration for the Project including: (1) constructability analysis (independent consultant review of construction staging, utility conflicts, utility staging, etc.); (2) submittal management, except for work associated with the Water Main Improvements which management shall be administered by the Water District; (3) inspection services, except for work associated with the Water Main Improvements which inspections shall be conducted by the Water District; (4) setting agendas for, facilitating, and preparing meeting minutes from weekly construction meetings; (5) setting agendas for, facilitating, and preparing meeting minutes from monthly management meetings; (6) construction contract scheduling; (7) reviewing of contractor payment requests; (8) document reviews; and (9) record drawings.
- M. The City shall provide the Water District with record drawings in electronic format. Both AutoCad 2018 and .pdf files will be transferred showing as constructed details.
- N. The City shall bill the Water District for costs related to the Water Main Improvements in accordance with the payment provisions set forth in this Agreement.
- O. The City shall promptly notify the Water District of the completion of the Water Main Improvements.
- P. The City shall promptly notify the Water District of any issues related to the Project that the City believes are inconsistent with the design or construction documents of the Project, or with this Agreement. The City shall work cooperatively with the Water District to resolve any such issues to the mutual satisfaction of both parties. If the parties are unable to resolve the issues cooperatively, the parties shall engage in the dispute resolution procedures identified in this Agreement.

#### SECTION 4. WATER DISTRICT RESPONSIBILITY

- A. The Water District shall be responsible for providing design plans and specifications for the Water Main Improvements.
- B. The Water District shall pay for all portions of the Water Main Improvements as described in Section 5 of this Agreement.
- C. Prior to the advertising of the Project, the Water District shall review the draft contract provisions prepared and provided to the Water District by the City for any required modifications. Within five (5) business days after receiving the draft contract provisions, the Water District shall issue written notification to the City of any issues with the draft contract provisions or of acceptance of the draft contract provisions. If the Water District notifies the City of any issues with the draft contract provisions, the City shall have the option to address the issues. If the City does not address the issues to the Water District's satisfaction, the Water District may terminate this Agreement as set forth in this Agreement. If, after the five (5) day period, the Water District has not notified the City of any issues with the draft contract provisions or of acceptance of the draft contract provisions, the draft contract provisions shall be considered accepted by the Water District.
- D. After receiving a copy of the lowest responsible and responsive bidder's bid proposal from the City, the Water District shall, within five (5) business days issue written notification to the City of any issues with the proposal or of acceptance of the proposal. If the Water District notifies the City of any issues with the proposal, the City shall have the option to address the issues. If the City does not address the issues to the Water District's satisfaction, the Water District may terminate this Agreement as set forth in this Agreement. If, after the five (5) day period, the Water District has not notified the City of any issues with the proposal or of acceptance of the proposal, the proposal shall be considered accepted by the Water District.
- E. The Water District shall provide a representative for construction administration of the Project to: (1) review and, if acceptable, approve submittals, requests-for-information, and other documents about the Water Main Improvements and return them to the lead construction administrator within three (3) business days; (2) be present at weekly construction and monthly management meetings; (3) review contractor payment requests for work associated with the Water Main Improvements; (4) coordinate with the contractor(s) and the City to determine temporary water service needs including materials necessary for and location of temporary water mains and services, maintenance of temporary water mains and services, and timetable(s) for construction and dismantling of temporary water mains and services; (5) coordinate with the City and contractor(s) when old water mains are to be abandoned and installed portions of new mains shall be brought into service; (6) verify pre-determined project and sequencing schedules are followed by the contractor(s); and (7) assist in determining need and direction of potential changes in project and sequencing schedules if a change in conditions arises. If any disputes arise regarding the Water District's role in construction administration of the Project, the parties shall work cooperatively to resolve any such disputes to the mutual satisfaction of both parties. If the parties are unable to resolve the issues cooperatively, the parties shall engage in the dispute resolution procedures identified in this Agreement.

- F. The Water District shall inspect all work associated with the Water Main Improvements. All costs for such inspection shall be borne by the Water District. All contact between the Water District's inspectors and the City's contractor shall be through the City's on-site representative who shall be identified by the City at the Project preconstruction conference.
- G. The Water District shall provide to the City copies of all daily inspection reports for work involving the Water Main Improvements on a weekly or other agreed-upon interval.
- H. The Water District shall, within twenty (20) business days after the City's notification of completion of the Water Main Improvements, issue written notification to the City of any deficiencies or of acceptance of the work. The City's contractor shall correct any deficiencies as soon as reasonably practicable. If, after the twenty (20) day period, notification has not been received by the City, the Water Main Improvements shall be considered complete and accepted by the Water District.
- I. The Water District shall promptly notify the City of any issues related to the Project that the Water District believes are inconsistent with the design or construction documents of the Project, or with this Agreement. The Water District shall work cooperatively with the City to resolve any such issues to the mutual satisfaction of both parties. If the parties are unable to resolve the issues cooperatively, the parties shall engage in the dispute resolution procedures identified in this Agreement.

SECTION 5. COSTS AND PAYMENTS

- A. The Water District agrees to set aside funds for payment to the City for all costs associated with the Water Main Improvements, as described in Section 5.B of this Agreement.
- B. The Water District shall pay the City for the following costs:
  - (1) 100 percent of the final cost of all contract items related to the Water Main Improvements, as shown in the bid proposal of the successful bidder. The parties to this Agreement will work cooperatively in preparation of the bid request and bid documents so that bids will separately identify and allocate costs so that the financial obligations of the parties may be determined with a high degree of certainty;
  - (2) The Water District's proportionate share of the unallocated Project costs, such as mobilization and demobilization, as shown in the bid proposal of the successful bidder. The Water District's proportionate share shall be determined by the following formula: (Costs allocated to Water Main Improvements in the bid proposal of the successful bidder) divided by (Costs allocated to the Project in the bid proposal of the successful bidder). The amount to be determined at a future date by execution of an addendum to this Agreement;
  - (3) The Water District shall pay the City on a time and materials basis for the contract administration costs incurred by the City for the Water Main Improvements. A cost estimate is included as Exhibit A for the benefit of the Water District on what they can at a minimum expect to pay the City for these services.
  - (4) 100 percent of the cost of any extra work associated with the Water Main Improvements within the amount allowed under Section 6.C and any costs for extra work that have been approved in accordance with Section 6.D of this Agreement, so

long as such extra work has been approved by the Water District consistent with Section 6.B of this Agreement.

- (5) The Water District shall pay for restoration of surfaces for which the City portion of the work did not intend to disturb. In sections of the existing/permanent road that the City is simply overlaying, the Water District shall pay for sawcut, removal of existing asphalt, 2" crushed rock, and 4" Hot Mix Asphalt consistent with the City's Engineering Standards Manual. For sections of curb, gutter and sidewalk to be removed solely for the purpose of installing water main, services, or hydrants, the Water District shall pay for these items.
- C. The City shall provide the Water District with properly executed invoices and other appropriate documents segregating and identifying the contractor's payments, equipment, materials, and labor expended on the Water Main Improvements, plus the Water District's proportionate share of the unallocated Project costs, plus the Water District's proportionate share of the City's actual costs incurred in support of the Water Main Improvements, plus the cost of any extra work associated with the Main Improvements.
- D. Approved invoices describing costs consistent with Section 5.B above and meeting the description in Section 5.C above shall be paid by the Water District within forty-five (45) days of receipt by the Water District. Notice of any potential dispute regarding payment on an invoice shall be made in writing within the same time period. Payment by the Water District shall not constitute agreement as to the appropriateness of any item or acceptance of the work so represented. If the parties are unable to cooperatively resolve the dispute, they shall engage in the dispute resolution procedures identified in this Agreement. Interest, at the simple interest rate of 2% per year, shall be charged on all past due payments until paid except for any portion of the past due payment for which it is determined that the Water District is not responsible.

## SECTION 6. CHANGES AND CONTRACTOR CLAIMS

- A. There may be unforeseen conditions requiring immediate resolution during the construction phase of this Agreement such as construction disputes and claims, changed conditions, and changes in the construction work. Reimbursement for increased construction engineering and/or construction contract amounts shall be limited to costs covered by a modification, change order, or extra work order approved as described below.
- B. No change shall be permitted to the approved construction, scheduling, or sequencing plans for the Water Main Improvements unless approved by the Water District.
- C. Should it be determined that any change from the Project contract plans and specifications is required that would result in an increased cost to the Water District of \$2,500 or less, the City shall provide the Water District with no less than 24-hours' notice of the proposed change. If the Water District approves the change or does not respond before the expiration period of the notice period, the City is authorized to make the change. If the Water District notifies the City that the Water District disapproves the change within the notice period, the City shall have no authority to make the change.
- D. Any change in the Project that would result in an increased cost to the Water District in excess of \$2,500 and any change disapproved by the Water District under Section 6.C above shall not be authorized unless and until a binding Letter of Agreement describing the changed scope of work and the estimated change in the Water Main Improvements

cost has been signed by both the City's Public Works Director or his/her designee and the Water District's General Manager or his/her designee. The Water District and the City will work diligently together in securing the execution of said binding Letter of Agreement so as not to hold up the City's contractor from carrying out the work.

- E. Each Party, in the event of a claim by the construction contractor, shall be responsible for its share of the claim filed by the contractor arising out of that Party's proportionate responsibility for the claim.
- F. If the City's contractor submits a claim that impacts the amount to be paid by the Water District, the City will provide a copy of the claim to the Water District along with information and data relevant to it. The Water District shall consider the claim and provide a response to the City. If the Water District rejects the claim in whole or in part, and the contractor does not accept the Water District's position, then the claim will be resolved pursuant to the dispute resolution process of the City-contractor contract. At the Water District's option, the Water District may appear in that process in the City's name, and shall be fully responsible for preparation and presentation of the defense to the claim, and shall bear all expenses and attorney's fees incurred in doing so. If the dispute resolution process results in a determination that the contractor's claim is valid, then the Water District shall pay the City for the amount of the claim.

#### SECTION 7. TERM OF THE AGREEMENT

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

#### SECTION 8. INDEMNIFICATION AND DEFENSE

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

#### SECTION 9. NO THIRD-PARTY BENEFICIARY

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

#### SECTION 10. INSURANCE COVERAGE

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

*The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, neither the City nor the Water District shall be deemed or construed to have assessed the risks that may be applicable to the contractor under this Agreement. The contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Agreement.*

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

- A. *General Liability. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 Ed. 11-88 covering COMMERCIAL GENERAL LIABILITY. \$1 million combined single limit per occurrence, and for those policies with aggregate limits, a \$2 million aggregate limit.*
- B. *Automobile Liability. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 Ed. 12/90 covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. \$1 million combined single limit per accident.*
- C. *Workers' Compensation; Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.*

D. *Employer's Liability or "Stop Gap". Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.*

E. *Builder's Risk/Installation Floater: The contractor shall procure and maintain during the life of the Contract, or until acceptance of the project by the City and the Water District, whichever is longer, "All Risk" Builders Risk or Installation Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof. The policy shall be endorsed to cover the interests, as they may appear, of the City and the Water District, Contractor and subcontractors of all tiers with the City and the Water District listed as loss payees.*

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

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

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

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

*With respect to all Liability Policies except Workers Compensation:*

- a. The City and the Water District, its officers, officials, employees, agents and consultants are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the contractor in connection with this Agreement.*
- b. The contractor's insurance coverage shall be primary insurance as respects the City and the Water District, their officers, officials, employees, agents, and consultants. Any insurance and/or self-insurance maintained by the City or the Water District, their officers, officials,*



- employees, agents and consultants shall not contribute with the contractor's insurance or benefit the contractor in any way.*
- c. The contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.*
- d. A Per Project Aggregate shall apply to the General Liability policy.*

*Unless otherwise approved by the City and the Water District:*

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

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

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

#### SECTION 11. DISPUTE RESOLUTION

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

#### SECTION 12. NON-DISCRIMINATION

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

#### SECTION 13. ASSIGNMENT

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

SECTION 14. NOTICE

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

LAKESWOOD WATER DISTRICT  
11900 Gravelly Lake Drive SW  
P.O. Box 99729  
Lakewood, WA 98499-0729  
Attn: Marshall Meyer, General Manager

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

CITY OF LAKESWOOD  
6000 Main Street SW  
Lakewood, WA 98499-5027  
Attn: Jeff Rimack, Planning and Public Works Director

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

SECTION 15. PROJECT RECORDS

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

SECTION 16. CITY AND WATER DISTRICT AS INDEPENDENT CONTRACTORS

The City is, and shall at all times be deemed to be, an independent contractor. The Water District is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and the Water District or their agents or employees. The City and the Water District shall each independently retain all authority for the rendition of services,

standards of performance, control of personnel, and other matters incidental to the performance of services by the City and the Water District pursuant to this Agreement.

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

#### SECTION 17. WAIVER

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

#### SECTION 18. ENTIRE AGREEMENT

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

#### SECTION 19. AMENDMENT

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

#### SECTION 20. TERMINATION

- A. The City has the right to terminate this Agreement by providing written notice to the Water District if the City determines not to undertake the Project or to discontinue the Project, in which case the City shall be responsible for costs incurred by the City associated with the Roadway Improvements prior to the City's notice of termination, and the Water District shall only be responsible for costs reasonably incurred by the City that are directly attributable to the Water Main Improvements prior to the City's notice of termination.
- B. The Water District has the right to terminate this Agreement by providing written notice to the City prior to the award of the construction contract, in which case the Water District shall be responsible for all costs reasonably incurred by the City in executing the necessary contract changes to delete the Water Main Improvements from the Project.
- C. After award of the construction contract by the City, the Water District may terminate this Agreement only upon 30 days' prior written notice to the City. In that event, the Water District shall be responsible for all costs reasonably incurred by the City through the date 30 days from the date of the Water District's notice to the City, and all bona fide costs reasonably claimed by the contractor in deleting the Water Main Improvements from the Project.

SECTION 21. FILING

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

SECTION 22. SEVERABILITY

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

**IN WITNESS WHERE OF**, the parties have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF LAKEWOOD

LAKEWOOD WATER DISTRICT

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

\_\_\_\_\_  
Marshall Meyer, General Manager

Attest:

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

Approved as to Form:

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

\_\_\_\_\_  
Andrew W. Maron, District Attorney

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> October 21, 2024	<b>TITLE:</b> Authorizing the execution of a professional services agreement with David Evans and Associates, Inc. in an amount not to exceed \$1,123,586 for services related to the Lakewood Station Access Improvement Project.	<b>TYPE OF ACTION:</b>  — ORDINANCE — RESOLUTION <u>X</u> MOTION NO. 2024-67 — OTHER
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> Scope and Budget	

**SUBMITTED BY:** Jeff Rimack, Planning and Public Works Director

**RECOMMENDATION:** It is recommended that the City Council authorize the City Manager to enter into a professional service agreement with David Evans and Associates, Inc. in an amount not to exceed \$1,123,586 for topographic survey and structural engineering services related to the Lakewood Station Access Improvement project.

**DISCUSSION:** The Lakewood Station Access Improvement project is a collection of roadway improvements aimed to provide non-motorized transportation alternatives to Lakewood Station. As a portion of the program, the City has entered into an agreement with Sound Transit to deliver an amount of construction and design services not to exceed \$31,625,000. \$3,150,000 of that figure is dedicated to design services. The City will be performing the remainder of the design engineering services with internal staff.

This contract will provide for the topographic survey of New York Avenue, McChord Drive, Lincoln Avenue, Clover Creek Drive, 47<sup>th</sup> Avenue, 115<sup>th</sup> Street, 112<sup>th</sup> Street, and Kendrick Street, and scanning the I-5 overcrossings of New York and 47<sup>th</sup>. Additionally, this contract will include the structural engineering design and calculations for the improvements made to the two bridges over I-5. The work is expected to be completed in 2027.

**ALTERNATIVE(S):** There is no practical alternative other than to conduct a new consultant selection process and negotiate a new fee. It is not expected that this would lower the fee.

**FISCAL IMPACT:** This project is funded completely through the Lakewood Station Access Improvement funding agreement executed between the City and Sound Transit in August 2024.

Troy Pokswinski, P.E. Prepared by	 City Manager Review
Jeff Rimack Planning and Public Works Department Director	



## **Exhibit A SCOPE OF WORK**

### **Introduction:**

The objective of this project is to provide bridge rehabilitation design PS&E package, modifying the existing I5 crossings at SW 47<sup>th</sup> Street and New York Ave in the City of Lakewood. Design modifications include provisions for one an approximately 6-foot wide sidewalk on north side of both bridges, crash-tested railings on each side of the vehicular lanes, and a pedestrian hand rail on the north side of both bridges. Surveying, Geotechnical and Traffic Engineering is included in this scope of work and any other project-related services like Right-of-way, Civil/ Drainage and Permitting will be provided by the City.

The City, at its discretion, may elect to amend the consultant's contract to include partial or full construction engineering services, which may include construction phase engineering support and inspection

Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments of the following guidelines and documents:

- AASHTO 2001, "A Policy of Geometric Design of Highways and Streets"
- Washington State Department of Transportation, "Standard Specifications for Road and Bridge Construction"
- Washington State Department of Transportation, "Design Manual"
- Washington State Department of Transportation, "Bridge Design Manual"
- AASHTO LRFD Bridge Design Specifications – Ninth Edition
- Washington State Department of Transportation, "Materials Laboratory Outline"
- Washington State Department of Transportation, "Construction Manual"
- Washington State Department of Transportation, "Local Agency Guidelines"
- Highway Research Board's Manual entitled "Highway Capacity"
- CONSULTANT and Washington State Department of Transportation, "Manual on Uniform Traffic Control Devices for Streets and Highways"
- Standard drawings prepared by City shall be used as a guide in all cases where they fit design conditions.
- AASHTO "Guide for the Development of Bicycle Facilities"
- WSDOT Highway Runoff Manual
- WSDOT Hydraulics Manual

The activities involved in this project is described in further details below:

## **WORK ELEMENT 1            PROJECT MANAGEMENT**

This work element includes administration of the contract between the CONSULTANT and the City, preparation of monthly progress reports and quality control, necessary for the Project. The task includes all administrative services needed to coordinate with the sub-consultant/s and to complete the Project on time and within budget. The following are the categorized activities associated with this work element:

- Project Schedule Updating
- Meetings and Meeting Minutes – approximately 17 team meetings is assumed for the duration of the design activities
- Monthly Progress Reports, and Invoicing. Progress reports will contain a narrative that identifies and describes significant activities performed in the previous month and the significant planned activities for the upcoming month.
- Design Team Management:
  - a. Schedule and coordinate with design team.
  - b. Prepare sub-consultant agreements, coordinate, budget and review the project progress and submittals.
  - c. Prepare, monitor, and update project schedule. Monitor project budget.
  - d. Prepare monthly billings, progress reports, and updated monthly project schedule.
  - e. Maintain regular informal contact telephone discussions, and electronic mail.

### **Deliverables:**

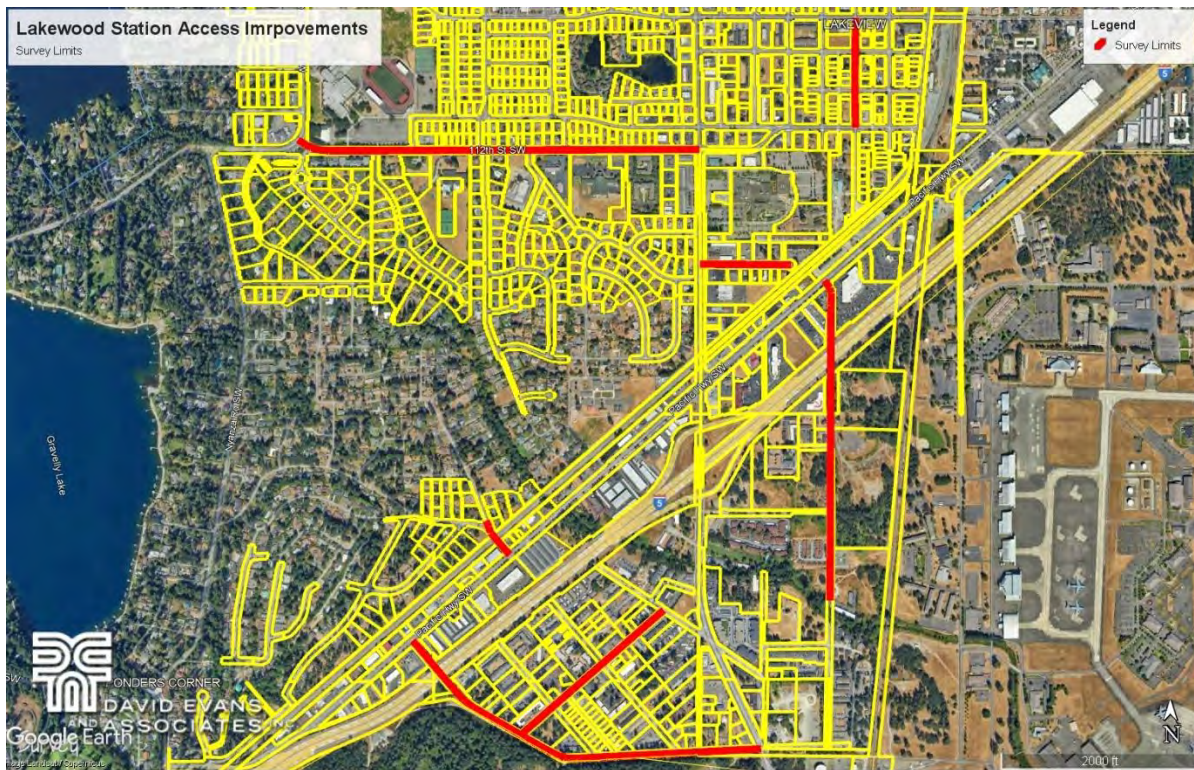
- Progress Reports
- Meeting Minutes
- Monthly Invoicing

## WORK ELEMENT 2 SURVEYING

The City of Lakewood requires topographic and utility mapping surveying services for the Lakewood Station Access Improvements Project.

The project limits include:

1. New York Ave SW / McChord Dr SW extending from Pacific Highway SW to Bridgeport Way SW,
2. 47<sup>th</sup> Ave SW extending from Clover Creek to Pacific Highway SW,
3. Lincoln Ave SW extending from McChord Dr SW to San Francisco Ave SW,
4. Clover Creek Dr SW from Pacific Hwy SW to Hillcrest DR SW,
5. 115<sup>th</sup> St Ct SW from Bridgeport Way SW to the Railroad right of way,
6. 112<sup>th</sup> St SW from Bridgeport Way SW to Gravelly Lake Dr SW
7. Kendrick St SW from 108<sup>th</sup> St SW to 111<sup>th</sup> St SW, as shown below in red:



The survey limits include:

- full right of way width of the roadways or to fence line along right-of-way; whichever is closer to the roadway;
- full intersection at each end of the roadways; and
- extending to the ends of the curb or asphalt returns for intersecting streets along the roadways to be mapped.



In the following various surveying tasks for this project is described in further detail.

### **Task 1. Project Management**

The Consultant shall prepare a project budget and manage the Professional Services Agreement between the Consultant and the City. All tasks and staff for survey services shall be managed by the Consultant. It is the responsibility of the Consultant to communicate with the City regarding survey issues, costs, and schedule. This shall include administering a monthly / final Consultant invoice to the City for the services provided. Invoices shall include detailed breakdown of charges as well as pertinent milestones completed during the period.

### **Task 2. Records Research**

Research existing public records (plats, legal descriptions, records of survey, Right of Way documents), with local and state agencies, required to retrace and calculate the public right of way margins. If requested, the research shall be furnished by the Consultant. At the request of the Consultant, the City will provide title reports.

### **Task 3. Horizontal and Vertical Control**

The datum for horizontal control will be Washington State Plane Coordinates (South Zone expressed in US Survey feet) NAD 83/2011. The datum for the vertical control shall be NGVD 88. Sufficient control points will be added throughout the project limits to ensure that all points within the Right of Way and extending 20 feet beyond the Right of Way can be mapped. The Consultant shall tie into at least two existing horizontal and vertical control points in order to establish the horizontal and vertical datums.

### **Task 4. Right-of-Way Retracement**

The Consultant shall have sufficient research, in combination with the found monumentation to retrace the roadway centerline control and Right of Way margins.

Abutting parcels sidelines will be shown based on City provided GIS data.

## Task 5. Topographic Survey

The Consultant shall perform a field topographic survey to identify existing surface conditions within the limits of the project described above. This shall be done using a combination of mobile laser scanning and electronic surveying equipment with a one-person crew and/or two-person crew.

It is the responsibility of the Consultant to ensure that the work performed is done so in a safe manner that does not endanger the workers or pedestrian and vehicular traffic. All work performed under this contract shall meet with the requirements of WISHA and OSHA regulations. All traffic control required to perform the work shall be the responsibility of the Consultant. All Right of Entry agreements required to perform the work will be secured by the City prior to the survey.

At a minimum, the following surface features shall be mapped in the topographic survey:

- curbs
- sidewalks
- pavement
- driveways
- retaining walls
- storm drainage structures (including type of structure, invert elevation and direction, and rim elevation)
- sanitary sewer structures (including type of structure, invert elevation and direction, and rim elevation)
- water utilities (valves, hydrants, blowoffs, etc.)
- visible irrigation boxes and heads.
- power structures, poles, guys, and lines (for aerial lines, show horizontal location for all lines on pole)
- natural gas valves, lines, and blowoffs
- telephone lines and structures
- cable lines and structures
- traffic signal and street lighting poles, conduit, and junction boxes.
- signage
- channelization (striping including parking lot areas)
- visible existing survey markers
- vegetation (list trunk diameter and type for trees)
- building structures
- fences
- mailboxes
- bollards

## **Task 6. Underground Utilities**

Consultant will subcontract with an underground utility locating service provider to have the surface detectable underground utilities located through electromagnetic means and painted on the ground. Consultant will survey the utility locate paint markings, and take measurements to the pipes in the accessible storm drainage and sanitary sewer structures. This survey information along with reference information will be used to depict the underground utilities on the topographic base map.

## **Task 7. Base Map Preparation**

The Consultant shall prepare a base map in electronic format. It shall be completed using the vertical and horizontal control listed under Task 3. Units for the base map shall be US Survey feet. This base map shall include all surface features listed above, catch basin rims and invert elevations, Digital Terrain Model (DTM), one-foot contours, Right of Way lines, parcel side lines, and parcel information (property owner name, address, parcel number). Break lines shall be provided for all pertinent sections (at a minimum these shall include crown, flow line, curb, and any other vertical faces). The DTM shall include these break lines. All layers, blocks, textstyles, pointstyles, and linetypes shall be derived from the E-Base Template.dwg file provided by the City. Point descriptions shall follow DEA Standard Field Codes. At a minimum, a narrative explaining how the horizontal control was established will be included in the base map. This shall include a description of the monuments and the basis for bearing.

## **DELIVERABLES**

- Electronic copy of the base map as described in Task 7 (AutoCAD 2023 format).

## **SCHEDULE**

Upon delivery of the executed contract and the notice to proceed, the CONSULTANT shall have the survey completed and ready for initial review by the City within 90 days.

### **WORK ELEMENT 3            GEOTECHNICAL ENGINEERING:**

This Work Element will be performed by a geotechnical engineering firm to be determined to provide some desktop lateral design and soil parameters recommendations for design purposes.

#### **Deliverables:**

- Draft Geotechnical Memo
- Final Geotechnical Memo

**WORK ELEMENT 4 ENVIRONMENTAL PERMITTING:**

This Work Element will be provided by the City.

**WORK ELEMENT 5      UTILITY COORDINATION**

This work element will be provided by the City

## **WORK ELEMENT 6      CONSTRUCTABILITY      REVIEW,      CONSTRUCTION SCHEDULE, AND ESTIMATION**

This work element encompasses constructability review, construction schedule, and construction estimation services.

The work element includes the following activities:

### **6.1 Constructability review**

Constructability review of the design team's prepared Plans, Estimate, and Specification (PS&E) package at the TS&L, 30%, 60%, & 90% design levels.

### **6.2 Construction CPM Schedule**

Construction Schedule at 60% and 100% PS&E design levels.

### **6.3 Construction Estimation**

Construction estimation cost of the design team's prepared PS&E package at 60%, 90% and 100% levels.

#### **Assumptions:**

#### **Deliverables:**

- Constructability Review comments for PS&E packages at TS&L, 30%, 60%, & 90% design levels.
- Construction schedule at 60% and 100% levels.
- Construction estimation for PS&E packages at 60%, 90%, & 100% design levels.

**WORK ELEMENT 7 - TRAFFIC ENGINEERING:**

This work element will be provided by the City



**WORK ELEMENT 8      COMMUNITY OUTREACH**

This work element will be performed by the City

**WORK ELEMENT 9      RIGHT OF WAY SUPPORT**

This work element will be performed by the City

**WORK ELEMENT 10      CIVIL, ROADWAY, WATER & DRAINAGE DESIGN**

This work element is performed by the City's team

## **WORK ELEMENT 11      STRUCTURAL DESIGN:**

This work element is performed by DEA's structural team to provide structural design services. All structural design shall be per current WSDOT and AASHTO LRFD standards. WSDOT design standards shall control over AASHTO.

This work element includes the following tasks:

### **11.1 Alternative Study Memo**

Will prepare an alternative study memo to determine the most favorable design for the intended bridge modifications identified in the Introduction section. The activity will investigate up to three viable methods for the construction of the proposed structural modifications(s), associated cost estimates, other design alternatives considered, and recommendations. The Memo also provides justification for the selection of the preferred alternative.

The design team will first review all relevant information to become familiar with the project. The bridge site topo data will be checked so that additional data, maps, or drawings can be requested. A meeting with the City, and a site visit will be arranged after reviewing the project existing information.

To determine the preferred structural alternative, the design team will perform the following:

1. A list of feasible alternatives will be developed. At this stage, the range of alternatives will be kept open.
2. The least desirable alternatives will be eliminated by applying the constraints of the project. The assumptions on any restrictions and constraints will be documented. There will be no more than three alternatives at the end of this step.
3. The design team will perform an attribute comparison amongst the final three viable alternatives. The attributes will be selected in full collaboration with the City. The optimized alternative that is approved by the City will be advanced to approximately 10% design to develop cost estimate and perform attribute comparison.

The structural memo document provides details on how the recommended alternative is determined. The following project attributes will be addressed:

- Aesthetics
- Foundations
- Cost estimates
- Geometric constraints
- Feasibility of construction
- Project staging and construction
- Stage construction requirements

- Structural constraints requirements
- Future maintenance
- Mobility of Traffic
- Permitting

Preliminary plan drawings of the recommended alternative will be included in an appendix. The drawings will show the plan, elevation, and a typical section at a minimum.

## **11.2 Plans, Specifications & Estimate (PS&E) Submittals**

Based on the City-chosen alternative from the TS&L phase, the design team will prepare 60%, 100%, and Ad-ready PS&E packages.

**11.2.1 60% PS&E** - This work element item encompasses all the activities associated with the preparation of the 60% Plans and engineer's opinion of construction cost Estimate (P&E) documents. Preliminary specification manual will be prepared in this task as well. Constructability Review and QA/QC activities are an inherent part of this element.

### **Deliverables:**

- Two 11x17 (half size) copies of Plans.
- Two copies of the quantity Estimates and opinion of construction cost.
- Two copies of the preliminary Specifications

**11.2.4 100% PS&E (Pre-Ad-ready)** - This task encompasses all the activities associated with the preparation of the 90% Plans, Special Provisions and engineer's opinion of construction cost Estimate (PS&E). Constructability Review and QA/QC activities are an inherent part of this element.

### **Deliverables:**

- Two 11x17 (half size) copies of Plans
- Two copies of the 90% Specifications Manual
- Two copies of the quantity Estimates and opinion of construction cost.

## **11.2.5 Ad-ready PS&E**

This work element item encompasses all the activities associated with the preparation of the 100% Ad-ready Plans, Special Provisions and engineer's opinion of construction cost Estimate (PS&E). Constructability Review and QA/QC activities are an inherent part of this element.

### **Deliverables:**

- One half-size copy of the Ad-ready set of Plans
- One full-size originally signed copy of the Bid-ready set of Plans
- Specification Manual at 100% level document per LAG, WSDOT and City templates, in MS Word format.
- One copy of the quantities Estimate and opinion of construction cost.
- AutoCAD and/ or Civil 3D complete electronic drawing files

**Assumptions:**

City to provide:

- Title block and CAD standards
- Contract Forms
- Bid Procedures and Conditions
- Division 1 - General Requirements, including applicable special provisions

The Following table presents the anticipated Plan sheets for each bridge modifications:

Sheet Name	PS&E Assumed Number of Sheets	TS&L Assumed Number of Sheets	PS&E Submittal Phase		
			30%	60%	90% & 100%
Cover Sheet	1		X	X	X
Index Legend and Abbreviations	1			X	X
Civil Demo Plans	2			X	X
Site Prep and TESC	1			X	X
Roadway Plan & Profile	2	2	X	X	X
Striping & Paving	2			X	X
Roadway Typical Sections and Details	1	1	X	X	X
ROW	1		X	X	X
Drainage	2	1		X	X
Utilities	1			X	X
Traffic Control	6	1		X	X
Roadside Restoration	1			X	X
Bridge Plan & Elevation	1	4	X	X	X
Bridge Demo	1			X	X
General Notes	1			X	X
Bridge Construction Sequencing	2		X	X	X
Bridge Typical Sections	1		X	X	X
Expansion Joint Details	1			X	X
Bridge Drainage Details	1			X	X
Utility Support Details	1			X	X
Bridge Barrier Details	2			X	X
Bridge Railing Details	2			X	X
Bridge Approach Slabs	2			X	X
Bar Bending Sheets	1				X
Guardrail	1			X	X
Perm. Signage and Attachments	2			X	X

The items identified in yellow above will be provided by the City

## **WORK ELEMENT 12      BIDDING PHASE SUPPORT**

In this work element the design team will provide bid support services that encompass activities like addressing a reasonable number of bidder's inquiries. For the purposes of this scope of work, "reasonable" is defined as twenty (10) Request for Information and Clarifications for bidding purposes and will assist the City on up to 2 required bid Addendum packages.



## **WORK ELEMENT 13      CONSTRUCTION PHASE SUPPORT:**

In this work element and at the discretion of the City, construction phase services may be added to this contract. The following presents the envisioned tasks associated with this work element.

### **13.1 Engineering Support During Construction**

In this task, CONSULTANT will provide on-call engineering support services to the City during the construction period of the Project. This task encompasses review of and responses to Contractor RFIs; Submittals during the construction phase and preparation of As-built drawings and inventory load rating of the new bridge.

#### **Deliverables:**

- As-built drawings
- Load Rating Analysis and Summary

### **13.2 Optional Construction Management Services**

DEA's team possess a highly experienced and qualified CM team. In case the City desires, DEA staff can augment City's team to provide CM services for this project. The following are the categorized activities associated with this Task:

- Participate in pre-con meeting;
- Provide full-time Construction Project Manager for all aspects of construction activities including oversight of contractors and subcontractors, quality control, safety compliance, managing project changes, budget, and schedule. Provide continuous project management throughout the construction duration. This includes management of staff, subconsultants, and preparation for monthly invoices and progress reports;
- Provide full-time senior inspectors (except when City Inspector is on team) to track quantities, daily inspection reports, etc.;
- Provide full-time/part-time assistant inspector, as workload requires;
- Review and respond to unanticipated conditions that occur during construction;
- Review requests to change or modify the work shown in the plans and specifications; provide recommendations to resolve issues;
- Prepare as-built drawings;
- Material testing.

#### **Deliverables:**

- Progress Reports; Inspection Daily Reports; Submittal Reviews; RFI Reviews; Monthly Pay Estimates; Change Management; Record of Materials; Pre-con and Construction Photos; Testing and Lab Reports where necessary; Red-line As-built; Close-out

## **Exhibit D - Prime Consultant Cost Computations Summary**

**City of Lakewood Bridge Improvements**



### **TRANTECH TEAM BUDGET BREAKDOWN**

<b>Engineering</b>	<b>\$ 810,282</b>
<b>Survey</b>	<b>\$ 313,304</b>
<hr/>	
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 1,123,586</b>



Exhibit D - Prime Consultant Cost Computation		New York Ave										
City of Lakewood Bridge Improvements												
		<b>New York Ave Bridge Improvements</b>										
Work Element 1, 6, 7, 11, and 12 - David Evans & Associates, Inc												
		Principal Engr (QA/QC)	Project Manager V	Senior Structural Engineer	Project Structural Engineer	Staff Structural Engineer 2	Staff Structural Engineer 1	Senior Civil/Traffic Engineer	Resident Engr Constructability	Senior CAD Technician Staff Civil	Admin 3	
Work Element 1 - Project Management												
Design Team Meetings		2	50									
Project Team Meetings (incl. City)		2	50									
PM - Progress Reports, Schedule and Invoicing		2	40								120	
Work Element 6 - Constructability Review, Construction Schedule, and Estimation												
Constructability Review									60			
CPM Schedule									40			
Construction Estimation									90			
Work Element 11 - Structural Design												
11.1 - Type, Size and Location (TS&L) Report												
Concept Development				24		24						
Plans & Estimation				24	24		24		24	24		
Report		24		24							24	
11.2 - PS&E Submittals												
11.2.2 - 60% Design												
60% PS&E (plans, quantities)				40	40	40	40			40		
60% PS&E (outline specs)						60					24	
60% QC Review		24							24			
11.2.4 - 100% Design												
100% PS&E - (plans, quantities)				32	24	40	40			40		
100% PS&E - 100% Specs						40					24	
100% QC Review		16							24			
11.2.5 - Ad-ready Design												
Ad-ready PS&E - Ad-ready Plans and Quantities				24	24	24	24			24		
Ad-ready PS&E - Ad-ready Specs						24					24	
Ad-ready QC Review		16							24			
Work Element 12 - Bidding Phase Support												
Attendance at Pre-Bid Meeting			8						8			
Response to RFIs (Assume 10)			8	8	8	8	8		8	2		
Preparation of Addendums (Assume 2)			8	8		16				2		
Work Element 15 - Construction Phase Services												
Efforts for this Work Element are not included in this Contract and will be scoped at a later date.												
Total Staff Hours												
		86	164	184	120	276	136	0	302	132	216	1,616
Direct Hourly Rate												
		\$120.00	\$98.00	\$90.00	\$90.00	\$65.00	\$55.00	\$80.00	\$98.00	\$56.00	\$49.00	
Total Direct Salary Cost												
		\$10,320	\$16,072	\$16,560	\$10,800	\$17,940	\$7,480	\$0	\$29,596	\$7,392	\$10,584	\$126,744.00
Total Direct Labor Cost												
\$126,744.00												
OH at 176.24% of Direct Labor												
\$223,373.63												
Profit at 30% of Direct Labor												
\$38,023.20												
Subtotal (Labor)												
\$388,140.83												
Direct Costs (travel, production, Fedex, etc)												
\$2,000												
Work Element 3 - Geotechnical Engineering - Consultant TBD - Cost Estimated												
Page 3												
\$30,000												
72												
<b>Total:</b>												
<b>\$420,141</b>												



# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> October 21, 2024	<b>TITLE:</b> Appointing Nancy Camirand, Donald Doman Jr., Adrienne Kelckner and reappointing of Emily Feleen, Darryl Owens, Phillip Raschke and Adriana Serrienne to the Lakewood Arts Commission through October 15, 2027.	<b>TYPE OF ACTION:</b>  <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION NO. 2024-68 <input type="checkbox"/> OTHER
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> Candidate applications	

**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 Nancy Camirand, Donald Doman Jr., Adrienne Kelckner and reappointment of Emily Feleen, Darryl Owens, Phillip Raschke and Adriana Serrienne to serve on the Lakewood Arts Commission through October 15, 2027.

**DISCUSSION:** Notices and outreach to seek volunteers to fill vacancies on the Lakewood Arts Commission were sent to neighborhood associations, civic groups, community organizations, The News Tribune and The Suburban Times. In addition, articles were posted to the City's website.


The role of the Lakewood Arts Commission is to assess needs, establish priorities and make recommendations for enrichment of the community and promotion of its cultural vitality through the arts.

The Lakewood Arts Commission will do the following:

- Promote the visual, performing and literary arts;
- Encourage the creative contribution of local artists;
- Make recommendations for Public Art to the City Council;
- Support community-building events; and
- Foster the City's cultural heritage.

**ALTERNATIVE(S):** The City Council could choose not to confirm the appointments.

**FISCAL IMPACT:** There is no fiscal impact.

Briana Schumacher, City Clerk Prepared by	 City Manager Review
Heidi Ann Wachter, City Attorney Department Director	



**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 checked="" type="checkbox"/> Arts Commission  | <input type="checkbox"/> Parks and Recreation Advisory Board |
| <input type="checkbox"/> Community Services Advisory Board   | <input type="checkbox"/> Planning Commission                 |
| <input type="checkbox"/> Lakewood's Promise Advisory Board   | <input 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: Nancy Camirand  
(Please Print)

Home Address: 10417 Butte Dr SW

City: Lakewood State: WA Zip: 98498

Home Phone Number: 425 208 2363 E-mail: nancymilstid@gmail.com

Present Employer: Bellmont Cabinet Company

Address: 13610 52nd St E, #300 Work Phone: 253 321 3011

Cell: 425 208 2363

**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: ASAP

Are you available to attend evening meetings? Yes  No

Are you available to attend daytime meetings? Yes  No

Recommended by: Lakewood FB Group

Education:

AA Interior Design, Bellevue College

Professional and/or community activities:

Volunteer w/ Tacoma/Pierce County Humane Society

Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission:

I am a professional Kitchen and Bath designer, recently charged with designing showrooms all over the Western US. My position as Training and Design Manager gives me creative freedom to design CGI images, as well as be an active member of our Marketing and Research and Development teams.

Please explain why you would like to be part of this board, committee or commission:

Every community should have access to public art. Lakewood is a diverse community and I think that having art installations that represent the wide variety of our citizens is incredibly important.

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:

Nancy Camiré Date: 10/11/2024





RECEIVED  
OCT -2 2024  
CITY OF  
LAKEWOOD

**CITY OF LAKEWOOD**  
6000 Main Street SW  
Lakewood, WA 98499

**APPLICATION FOR APPOINTMENT**

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- |  |  |
|--|--|
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| <input type="checkbox"/> Community Services Advisory Board   | <input type="checkbox"/> Planning Commission                 |
| <input type="checkbox"/> Lakewood's Promise Advisory Board   | <input 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.) |  |

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6000 Main Street SW  
Lakewood, WA 98499  
(253) 983-7705 Fax: (253) 589-3774  
Email: bschumacher@cityoflakewood.us

Name: Donald D. Doman, Jr.  
(Please Print)

Home Address: 4701 North Huson

City: Tacoma State: WA Zip: 98407

Home Phone Number: 253-209-4071 E-mail: trainingmedia@yahoo.com

Present Employer: Self-employed

Address: \_\_\_\_\_ Work Phone: 253-2094071

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:

Date available for appointment: Open

Are you available to attend evening meetings? Yes  No

Are you available to attend daytime meetings? Yes  No

Recommended by: A shy friend.

Education:

Graduation from Clover Park High plus one year of learning Television video production/and radio commentary afternoons 2:00-5:00 at CP, one year college (acting and music) at Bremerton, two years art and acting at the University of Puget Sound, one year computers/business@ Tacoma

*Olympic college community college*

Professional and/or community activities:

Past president of the Tacoma Jaycees, past president of the Rotary Club of Tacoma #8, member recording/printing speakers at the Transportation Club of Tacoma, write reviews of local theatrical productions from Burien to Olympia as well as numerous writings involving Lakewood.

Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission:

At the end of my year as a sophomore I visited the Seattle World's Fair. A wonderful world opened up to me via art. I was captivated by this one painting from Spain. It was mostly a dark and vibrant blue. In one of my art classes at the University of Puget Sound I painted my version of the same painting. A year later it became my wife's favorite image. When we visited Spain about ten years ago. I stood in awe at the original. It still reached out to me. I love art and I'm still involved in the wonders I see

Please explain why you would like to be part of this board, committee or commission:

I still enjoy Lakewood and the encouragement I had from Carl Finboe. His encouragement wasn't from Clover Park, but rather our friendship in Rotary. I grew up in Lakewood. My parents moved here from Tacoma the summer before the fifth grade. I was already taking piano lessons, but changed when we moved to Maple Avenue. I also started playing Saxophone. My teachers at Stanley School in Tacoma always encouraged me in art and music. In Lakewood I had two piano recitals. I played Alto Saxophone until the ninth grade, where I blossomed with the Baritone Sax. In the seventh grade my parents bought a motel in Ponders Corner, which had a dozen cabins. I could chose any cabin I needed to practice. In my senior year I was chosen to play the Baritone at a special concert. There was no prize, but I enjoyed the applause. I have a grandson and a granddaughter who followed similar desire for music. I still love art in all its forms and would love to take part in my love in Lakewood, where my heart never left. I have my own small art studio. I love to live in Lakewood, but we have a great view of Vashon Island.

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: 9/29/2024



**CITY OF LAKEWOOD**

6000 Main Street SW  
Lakewood, WA 98499

**APPLICATION FOR APPOINTMENT**

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(Attach additional pages if necessary to complete answers.)*

I wish to be considered for appointment to the following committee, board or commission:

- Arts Commission
- Community Services Advisory Board
- Lakewood's Promise Advisory Board
- Landmarks and Heritage Advisory Board
- Lodging Tax Advisory Committee (Members of this committee must be representative of an agency involved in tourism promotion.)
- Parks and Recreation Advisory Board
- Planning Commission
- Public Safety Advisory Committee
- Salary Commission

**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: \_\_\_\_\_  
(Please Print)

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Present Employer: \_\_\_\_\_

Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

<b>LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:</b>	
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	<del>No</del>

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:

Date available for appointment: \_\_\_\_\_

Are you available to attend evening meetings? Yes No

Are you available to attend daytime meetings? Yes No

Recommended by: \_\_\_\_\_

Education:

Professional and/or community activities:

Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission:

Please explain why you would like to be part of this board, committee or commission:

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:

*Adrienne Kleckner*

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



**CITY OF LAKEWOOD**

6000 Main Street SW  
Lakewood, WA 98499

**APPLICATION FOR APPOINTMENT**

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

I wish to be considered for appointment to the following committee, board or commission:

- Arts Commission
- Community Services Advisory Board
- Lakewood's Promise Advisory Board
- Landmarks and Heritage Advisory Board
- Lodging Tax Advisory Committee (Members of this committee must be representative of an agency involved in tourism promotion.)
- Parks and Recreation Advisory Board
- Planning Commission
- Public Safety Advisory Committee
- Salary Commission

**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: \_\_\_\_\_  
(Please Print)

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Present Employer: \_\_\_\_\_

Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

<b>LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:</b>	
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Are you involved in activities authorized to be funded by revenues received from lodging tax? Yes	No

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Date available for appointment: \_\_\_\_\_

Are you available to attend evening meetings? Yes No

Are you available to attend daytime meetings? Yes No

Recommended by: \_\_\_\_\_

Education:

Professional and/or community activities:

Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission:

Please explain why you would like to be part of this board, committee or commission:

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:

Emily Felsen Date: \_\_\_\_\_





CITY OF LAKEWOOD  
6000 Main Street SW  
Lakewood, WA 98499

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I wish to be considered for appointment to the following committee, board or commission:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Arts Commission  | <input type="checkbox"/> Parks and Recreation Advisory Board |
| <input type="checkbox"/> Community Services Advisory Board   | <input type="checkbox"/> Planning Commission                 |
| <input type="checkbox"/> Lakewood's Promise Advisory Board   | <input 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.) |  |

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6000 Main Street SW  
Lakewood, WA 98499  
(253) 983-7705 Fax: (253) 589-3774  
Email: bschumacher@cityoflakewood.us

Name: Darryl Owens

Home Address: 10215 128th AV SW (Please Print)

City: LAKEWOOD State: WA Zip: 98498

Home Phone Number: 253 426-0569 E-mail: darryl.owens@cptc.edu

Present Employer: CLATSOP TECHNICAL COLLEGE

Address: 4500 STEILACOOM BLVD Work Phone: \_\_\_\_\_

Cell: SOME AS 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:

LAKWOOD ARTS COMMISSION

ASAP

Date available for appointment: \_\_\_\_\_

Are you available to attend evening meetings? Yes  No

Are you available to attend daytime meetings? Yes  No

Recommended by: \_\_\_\_\_

Education: LAKES HIGH SCHOOL GRADUATE  
FT STEUBEN C.C. 76-78 ASSOCIATED DEGREE  
WESTERN WASHINGTON UNIVERSITY 78-80 DEGREE  
CLOVER PARK TECHNICAL COLLEGE 96-97  
Professional and/or community activities:  
BOARD OF DIRECTORS OAKBROOK G+CC 2006-2009

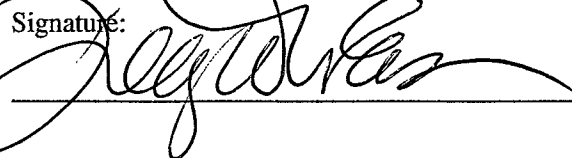
Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission:

LONG STANDING MEMBER OF ARTS COMMISSION BYRS 2018 - PRESENT  
FRIENDS OF LAKWOOD LIBRARY  
LAKWOOD HISTORICAL SOCIETY

Please explain why you would like to be part of this board, committee or commission:

TO CONTINUE TO HELP MAKE AND IMPROVE THE QUALITY OF LIFE FOR THE CITIZENS AND COMMUNITY OF LAKWOOD

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: 9.30.24





**CITY OF LAKEWOOD**

6000 Main Street SW  
Lakewood, WA 98499

**APPLICATION FOR APPOINTMENT**

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(Attach additional pages if necessary to complete answers.)*

I wish to be considered for appointment to the following committee, board or commission:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Arts Commission  | <input type="checkbox"/> Parks and Recreation Advisory Board |
| <input type="checkbox"/> Community Services Advisory Board   | <input type="checkbox"/> Planning Commission                 |
| <input type="checkbox"/> Lakewood's Promise Advisory Board   | <input 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.) |  |

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6000 Main Street SW  
Lakewood, WA 98499  
(253) 983-7705 Fax: (253) 589-3774  
Email: bschumacher@cityoflakewood.us

Name: Phillip E. Raschke  
(Please Print)

Home Address: 9933 ONYX Dr.

City: Lakewood State: WA Zip: 98498

Home Phone Number: 253-861-1366 E-mail: praschke@comcast.net

Present Employer: Retired

Address: NA Work Phone: NA

Cell: 253-861-1366

**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:

Founding member and current member of the Lakewood Arts Commission

Date available for appointment: \_\_\_\_\_

Are you available to attend evening meetings? Yes  No

Are you available to attend daytime meetings? Yes  No

Recommended by: Mary Moss

Education:

BA Pepperdine University, BS University of Maryland, MS University of Tennessee, MBA University of Puget Sound

Professional and/or community activities:

VP Lakewood History Museum, Board Member Tacoma Buffalo Soldiers Museum, Founder of Lakewood Film Fest (FAB), former member and MC for Dr. Martin Luther King Jr. Celebration, former VP Lakewood Playhouse, current member and former chair of Lakewood Arts Commission

Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission:

Been founder and active member of the Commission for last 18 years and enjoyed every community building moment.

Please explain why you would like to be part of this board, committee or commission:

Commission has been and is currently involved in a number of community building activities to include mural designs at Fort Steilacoom Park, annual Christmas Parade, signal box wraps, quarterly art exhibits at City Hall, annual Summer Fest event, summer concerts at Fort Steilacoom Park plus continuing development and support of local artists through Commission related art activities such as recent Reel Life 96 and MLK "Hidden Heros" initiatives..

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:

**Phillip E. Raschke** Digitally signed by Phillip E. Raschke Date: 2024.09.24 14:13:01 -07'00' Date: **9-24-2024**



**CITY OF LAKEWOOD**

6000 Main Street SW  
Lakewood, WA 98499

**APPLICATION FOR APPOINTMENT**

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(Attach additional pages if necessary to complete answers.)*

I wish to be considered for appointment to the following committee, board or commission:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Arts Commission  | <input type="checkbox"/> Parks and Recreation Advisory Board |
| <input type="checkbox"/> Community Services Advisory Board   | <input type="checkbox"/> Planning Commission                 |
| <input type="checkbox"/> Lakewood's Promise Advisory Board   | <input 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.

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6000 Main Street SW  
Lakewood, WA 98499  
(253) 983-7705 Fax: (253) 589-3774  
Email: bschumacher@cityoflakewood.us

Name: Adriana Serrienne  
(Please Print)

Home Address: 10716 Wauna St SW

City: Lakewood State: WA Zip: 98498

Home Phone Number: 2065018454 E-mail: adrianaserrienne@gmail.com

Present Employer: Self-Employed

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:

I currently serve on the Arts Commission

Date available for appointment: **Immediately**

Are you available to attend evening meetings? Yes  No

Are you available to attend daytime meetings? Yes  No

Recommended by: \_\_\_\_\_

Education:

Professional and/or community activities:

Lakewood Arts Commission, Vendor at Lakewood Farmers Market

Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission:

I currently serve on the Lakewood Arts Commission.

Please explain why you would like to be part of this board, committee or commission:

I have served on the Lakewood Arts Commission since 2018, and would like to continue doing so to contribute to our community.

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:

**Adriana Serrienne** Digitally signed by Adriana Serrienne  
Date: 2024.10.15 17:08:41 -07'00' Date: \_\_\_\_\_

## REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> 10/21/2024  <b>REVIEW:</b> 9/30/2024 and 10/14/2024	<b>TITLE:</b> Approving the 2025-2026 Federal, State and Pierce County Legislative Agenda and Policy Manual  <b>ATTACHMENTS:</b> Legislative Materials	<b>TYPE OF ACTION:</b> — ORDINANCE NO. — RESOLUTION NO. <u>X</u> MOTION NO. 2024-69 — OTHER
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**SUBMITTED BY:** Michael Vargas, Assistant to the City Manager/Policy Analyst

**RECOMMENDATION:** It is recommended that the City Council approve the federal, state, and Pierce County policy agenda, manuals, and one-pagers, as the City’s official policy positions.

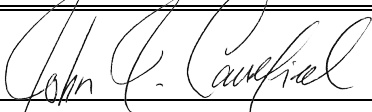
**DISCUSSION:** Both City Council-input and staff-input changes from the September 30<sup>th</sup> Legislative Retreat have been implemented in the documents. The following bolded Council-input changes since the October 14<sup>th</sup> study session review of the legislative materials have been implemented in the materials:

Federal Policy Agenda – 2025 Policy Opportunities

“Additionally, the City will partner with local, regional and state entities in support of a multi-year plan to secure significant federal support for the Nisqually Interstate 5 replacement project. **The City also supports the continuation and funding of the Bureau of Justice Assistance grant for therapeutic courts, which the City has leveraged for its own community court.** Last, the City will continue efforts to change the Defense Community Infrastructure Program (DCIP) project eligibility to prioritize transportation projects, as several transportation projects around the City that improve military preparedness would benefit from DCIP funding access.”

**ALTERNATIVE(S):** The City Council may choose not to adopt legislative materials as presented, electing to make additional changes to the policy positions.

**FISCAL IMPACT:** There is no direct fiscal impact.

Michael Vargas Prepared by   Department Director	 City Manager Review
--	---

**DISCUSSION:** (Continued)

Pierce County Policy Manual – Innovative Service Solutions

“The City supports innovative service solutions and technological advancements that would provide mutual benefits for Pierce County and Lakewood. To improve the delivery of municipal services, the City supports contracting with the County for selective services and advocates for expanding the County’s video arraignment capabilities to the DuPont, Steilacoom, and Lakewood Municipal Court, and the continued development of the online building/permit platforms. The City is appreciative of innovative service collaborations with Pierce County such as the PALS+ permitting system and traffic signal contracting. **The City also supports continued collaboration with Pierce Transit, to ensure transportation solutions planned in the community, such as bus rapid transit, are consistent with the City’s comprehensive plan.**”





# **2024 Federal Policy Agenda**

Adopted November 6, 2023

*Lakewood City Council Vision Statement:*

*“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.”*



**Lakewood City Council**

- Jason Whalen, *Mayor*
- Mary Moss, *Deputy Mayor*
- Ryan Pearson, *Councilmember*
- Paul Bocchi, *Councilmember*
- Patti Belle, *Councilmember*
- Michael Brandstetter, *Councilmember*
- Trestin Lauricella, *Councilmember*

**Contact Information**

**JOHN CAULFIELD, CITY MANAGER**  
JCAULFIELD@CITYOFLAKEWOOD.US  
(253) 983-7703

**JAKE JOHNSTON, JOHNSTON GROUP**  
JAKE@JOHNSTONGR.COM  
(206) 240-3133



## Introduction

The City of Lakewood has established a productive and trusted relationship with its congressional delegation over the past many years. The result is a delegation that actively partners with the City in support of shared goals, whether they be funding for critical infrastructure and economic development, or offering legislative language to modify Department of Defense policies. The City thanks the congressional delegation for securing improvements for the Lakewood community over the years.

### 2024 Accomplishments

The City continued its track record of partnering with its congressional delegation in 2024.

Following the City's successful support for a \$1 million award to the LASA Campus Project in 2023, the City was awarded a 2024 \$1.1 million RAISE Planning Grant for the "Green Street Loop" project in the Downtown Subarea. This funding completes 30% project design for an updated motorized and non-motorized transportation network in the downtown area, a critical first step in implementing the City's vision of a modern downtown core. This transformative planning project was championed by Congresswoman Marilyn Strickland, Senator Patty Murray, and Senator Maria Cantwell.

The City also built support within the delegation and specifically with House Armed Services Committee Ranking Member Adam Smith for the appropriate and needed changes at the Department of Defense that streamlines the purchasing of private land for compliance with military safety buffer zones. In the 2024 National Defense Authorization Act, the City successfully included language that furthers this goal. The delegation will help the City's continued efforts in resolving the issue of North Clear Zone encroachment.

### 2025 Policy Opportunities

The City has identified a number of infrastructure and housing needs to prioritize in 2025 that would benefit the community. Congress and the Biden Administration are providing numerous funding opportunities for the City to pursue these important projects. Congress and the Biden Administration have provided numerous funding opportunities for the City to pursue via historic infrastructure and climate mitigation programs. The City is not submitting a federal earmark request for 2025, as several key City Council Goals for 2025-2026, to include development of a Downtown Community Center, are not ready for a competitive request for one-time construction funding.

The City is instead supporting a 2025 OLDCC Planning grant for a competitive SSMCP project: a Defense Community Corridor Study, to include all state and local transportation networks that lead to JBLM in Pierce and Thurston county.

In 2025, Congress is expected to begin hearings on the reauthorization of the Transportation bill, which is expected to be before congress in 2026. Lakewood's biggest priority in this bill is the expansion of the medium sized city set aside to all federal infrastructure grant programs and will be working with Rep. Rick Larsen (ranking member, House Transportation Committee), Senator Maria Cantwell (Chair, Senate Commerce committee with jurisdiction over transportation) and the state congressional delegation to move this agenda forward.

Additionally, the City will partner with local, regional and state entities in support of a multi-year plan to secure significant federal support for the Nisqually Interstate 5 replacement project. The City also supports the continuation and funding of the Bureau of Justice Assistance grant for therapeutic courts, which the City has leveraged for its own community court. Last, the City will continue efforts to change the Defense Community Infrastructure Program (DCIP) project eligibility to prioritize transportation projects, as several transportation projects around the City that improve military preparedness would benefit from DCIP funding access.

### **Congressional Delegation Opportunities**

Lakewood's Congressional Delegation is extraordinarily well positioned to help the City in terms of committee assignments and seniority.

Congresswoman Strickland serves on the Transportation Committee and the Armed Services Committee with jurisdiction over JBLM and who's Ranking Member, Congressman Adam Smith, is also from Washington State. Senator Murray is the Chairwoman of the Senate Appropriations Committee and the Senate President Pro Tem, placing her fourth in the line of presidential ascension.

Senator Cantwell is the Chair of the Senate Commerce Committee with jurisdiction over a majority of transportation policy. From a statewide perspective, Washington State has three members on the Appropriations Committee and two on the Armed Services Committee. In 2025, the Washington State Congressional delegation will have a minimum of two new members and their committee assignments are not yet known.

### **Strategy**

Lakewood's congressional delegation knows the Lakewood community's needs, as well as the City's funding and policy priorities. The City's legislative effort in 2025 will be to continue to drive major policy changes within the Department of Defense and the Department of Transportation and bring federal funding to City needs. The City's objective will be a sustained partnership with the federal government to bring federal funding into the City

to support economic, infrastructure, housing, and environmental priorities.

The 2025 scope of work builds on the City's latest legislative efforts and continues to build support in 2025 and for longer-term initiatives in the years ahead. Additionally, the City will follow the work being done by partner agencies and organizations and will levy support when and where appropriate. Some of these organizations include the Association of Washington Cities, the Association of Defense Communities, the Puget Sound Regional Council and Pierce County, among others

## Policy Priorities

### *1) Bringing federal funding to the City's top infrastructure and housing priorities*

**Background:** As Members of Congress restored earmarking authority in 2021, the City has ample opportunity to position its priority projects for federal support. In 2022, the City secured \$2.5 million to complete the South Tacoma Way project and has led the federal lobbying for funding for the LASA project in Lakewood – a project that has secured \$1 million in 2023.

**Action:** The City's work in 2025 will be to use the new earmark rules and regulations to revisit the City's capital projects and position them for federal support. The City will make a decision about which projects to put forward from the transportation, economic development, watershed infrastructure and community development areas. With four years of earmarks to review and the successful positioning of the South Tacoma Way Project and the LASA project for funding, the City of Lakewood can continue to put needed projects forward for federal funding with a keen understanding of which projects compete well for congressional consideration.

Additionally, the City will partner with local, regional and state entities in support of a multi-year plan to secure significant federal support for the Nisqually Interstate 5 replacement project.

### *2) Supporting the ongoing efforts in the North Clear Zone*

**Background:** The South Sound Military and Community Partnership (SSMCP) has been the driving leader in supporting the Air Force and Army funding the acquisition of property in the JBLM North Clear Zone. The City has successfully secured legislative language with its congressional delegation to clarify the appropriate use of federal dollars. Despite multiple round of increasingly clarifying language, the property acquisition process at the Army

remains burdensome, unable to meet the specific property relocation needs of the business in the McChord Field Clear Zone and too slow to meet market conditions. The delegation is aligned with the city's support of changes to this process and continues to champion improvements in partnership with the City and SSMCP.

**Action:** The City will continue to lobby for funding and policy support for this effort. The House and Senate Armed Services Committees are both watching the work being done at the North Clear Zone at JBLM and the City has a strategy ready to enact should the contemporary work being done on the ground prove stuck. The City will also monitor the implementation of the language that was successfully added to the 2022 NDAA to ensure it meets local needs. The City will also push for DOD Land Acquisition funding to be placed in an escrow account to be able to be activated as properties become available to reduce the delay currently in place.

### ***3) Defense Community Infrastructure Program (DCIP)***

**Background:** In 2018, Congress included the creation of the Defense Community Infrastructure Program (DCIP) in the Defense Authorization bill with an initial authorization of \$100 million for the program. This program was the result of a multiple-year effort led by the City of Lakewood and pushed by former Congressman Denny Heck with the support of Congressman Derek Kilmer and Congressman Adam Smith. This new federal initiative created a new funding program for the Department of Defense to help cities construct infrastructure that serves military installation.

Congress failed to fund the program in 2018 but we were able to get \$50 million appropriated in 2019 to establish the program and support the first round of grants. As 2020 unfolded, the Office of Local Defense Community Cooperation (OLDCC, formerly known as the Office of Economic Assessment) established the DCIP with an emphasis on projects that enhanced military quality of life and de-emphasized infrastructure.

In 2021, Lakewood successfully lobbied for an increase in the amount of funding available to \$60 million and successfully re-prioritized infrastructure in the grant award criteria. This is key to the City's strategy of using the DCIP to fund the infrastructure improvements needed to connect JBLM North with the main base.

Thanks to the City's steadfast efforts, in 2023 the DCIP funding has grown to

its fully authorized amount of \$100 million and has a dedicated title for infrastructure-specific projects. The City successfully supported Lakewood Water District's DCIP funding request for addressing PFAS contamination from JBLM migrating into the City's aquifers.

**Action:** In 2025, the City will continue to support the fully authorized amount of funding for DCIP, and re-prioritization of infrastructure/transportation projects and look for specific projects within the City that might be strong fits for this program.

#### ***4) Transportation, Climate, and Infrastructure Program and Funding***

**Background:** Congress and President Biden enacted the Bipartisan Infrastructure Bill in December 2021 and the Inflation Reduction Act of 2022 in August 2022. These two bills provide dozens of grant and program funding opportunities for the City of Lakewood. The City will evaluate these programs to determine if they are viable funding sources for the City's needs and priorities. The City has substantial concern that national grant programs disadvantage medium sized cities without a specific set aside so that cities of similar size compete on equal ground.

**Action:** Several proposals in both House and Senate bills have new programs identified for competitive grant funding (see below for a selected list). Influencing how these programs are developed by the agencies and ensuring they are set up in ways that make Lakewood's projects accessible and competitive will be a top priority. Each of these new programs provide an opportunity for the City to position projects and compete for funding. The City will work to modify the Infrastructure grant programs to create a medium sized city set aside and to ensure that program criteria meet the needs of the community. Each of these new programs has gone through at least one full funding cycle so far so the City will have experience with the specific criteria to evaluate good fits for Lakewood as well as to make recommendations for program modifications to congress, to include a medium city set aside. Some of the recent grant programs include:

- Clean Heavy Duty Vehicles
- Climate Pollution Reduction Grants

- Environmental and Climate Justice Block Grants
- Neighborhood Access and Equity Grant Program
- Latest and Zero Building Energy Code Adoption
- Safe Streets and Roads for All Program
- Reconnecting Communities Pilot Grant Program
- Culvert Removal, Replacement and Restoration Program
- Broadband Development and Deployment
- Charging and Fueling Infrastructure
- Bridge Investment Program
- Carbon Reduction Program
- Local and Regional Project Assistance Grant

Influencing how these programs are developed by the agencies and ensuring they are set up in ways that make Lakewood's projects accessible and competitive will be a top priority. Each of these new programs provide an opportunity for the City to position projects and compete for funding. The City will work to modify the Infrastructure grant programs to create a medium sized city set aside and to ensure that program criteria meet the needs of the City of Lakewood.

### *5) Medium Sized City Set Aside*

**Background:** Most federal infrastructure spending has a rural set aside which is critical for smaller communities to be able to access federal dollars. There is no comparable medium sized city set aside. Instead, medium sized cities compete against large cities like Seattle, Portland and Los Angeles for limited resources. Medium sized cities need a defined pool to compete within so as to make federal funds available in a way that simply aren't in their current status.

The RAISE program is the key federal funding program for local infrastructure investments. Yet, all cities compete within the same funding pool, putting smaller and medium sized cities at a competitive disadvantage for funding even as the transit and commuter challenges are similar to those of larger communities. There are efforts in Congress to create funding tiers so that cities of similar size can compete for federal funds. The City has supported efforts to designate a portion of federal transportation spending for cities between 10,000 and 75,000 in population size. In 2020, the RAISE grant

criteria was changed so that half of all funding in the program went to cities below 200,000 in population size. While the City appreciates and supports this action, it puts all but three cities in Washington State in the same competitive pool and is not a true medium sized city set aside.

The issue applies beyond the RAISE program. With dozens of new and augmented federal grant programs for cities funded in the Infrastructure and Climate bills, ensuring these funds are accessible to medium sized cities is a top priority.

As for proof as to why this set aside is needed, since the RAISE program, formerly known as the BUILD or TIGER, was created in 2009 through 2021, not a single award was made to a city in Washington State between 10,000 and 75,000 in population size.

In 2022, there were signs that this legislative effort is seeing results. Of the six RAISE grant awards made in Washington State, two awards went to medium sized cities (Lynnwood and Bothell). This progress is a result of the work done by many Washington State cities and sets a good precedent for us to continue to refine population tiers for grant funding. In 2023, the City of Shoreline was awarded \$20 million through the RAISE program.

In 2023, the City submitted an unsuccessful RAISE Planning Grant but had excellent and insightful feedback from USDOT about our application. As a result, the City resubmitted the grant in 2024 and was awarded \$1.1 million.

**Action:** The City will continue to lobby for a portion of federal infrastructure dollars be set aside for medium sized cities. This policy position is consistent with the work the City has been doing for years and is supported broadly by similar sized cities throughout the state.

## *6) Continuation of Earmark Authority*

**Action:** Congress reinstated its earmarking authority in 2021 and the City should continue to support the use of congressionally-directed spending in 2025 and beyond with full transparency and conflict of interest checks.

# Defense Policies

## *7) Base Realignment and Closure (BRAC)*

**Background:** A BRAC round is the best way to direct military construction and infrastructure funding to the bases and locations that need the most investments. While the prospects of a BRAC round over the next few years are unlikely, the DOD and the City’s congressional delegation are supportive, including most importantly, Congressman Adam Smith who is the Chair of the House Armed Services Committee with jurisdiction over this issue.

**Action:** The City will continue to support a BRAC round to focus limited federal funding on critical military infrastructure needs. The City urges Congress to invest in the Office of Local Community Cooperation with any BRAC round. Moreover, for bases that see an increase in missions or personnel following a BRAC, Congress should consider creating a new funding support to address deficiencies on those installations.

## *8) Office of Local Defense Community Cooperation*

**Background:** As Congress moves forward with annual Defense Authorization bills, preserving funding for the Office of Local Defense Community Cooperation (OLDCC) – formerly known as the Office of Economic Adjustment (OEA) – at the Pentagon is a key priority for the City. OLDCC funds economic studies and planning for cities that experience reductions or growth in their military installations.

**Action:** OLDCC is expected to continue to be a critical partner to the City for many shared initiatives in support of JBLM. The City supports stable funding for OLDCC in recognition of its strong role in the economic growth in the region.

## *9) Association of Defense Communities Engagement*

**Background:** The Association of Defense Communities (ADC) has become a key ally for the City. The ADC’s support for the Defense Community Infrastructure Program was key to enactment in 2018. Additionally, its



steadfast support for the Office of Local Defense Community Cooperation (OLDCC) has been critically important for the viability of that agency.

**Action:** The City should continue to look for ways to deepen its relationship with ADC, to include participating in ADC conferences and seeking committee and board positions with ADC.

### ***10) Support for Military Projects at JBLM***

**Background:** Congress restored limited earmarking authority to its appropriations bills. In 2021, Military Construction projects were not eligible for earmarking but there were 28 projects selected for earmarked funding in 2022 and dozens more in line to be funded in 2023.

**Action:** The City will support JBLM by supporting military construction projects that the base has identified as priorities for the Military Construction accounts within the congressional spending bills.

## **Community Economic Development Policies**

### ***11) Community Development Block Grants (CDBG) and the Home Investment Partnership Program (HOME)***

**Background:** The City of Lakewood uses Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funding to support local initiatives that benefit the City's vulnerable population. Funding in the CDBG program increased by 30% in 2018 after falling to a decade low in 2016 and has been holding steady at that rate since then.

The CDBG program was used by Congress extensively as a distribution mechanism for federal relief funding for the COVID pandemic. However, those program increases in the CDBG budget are temporary and responsive to the pandemic – not permanent increases in the program.

**Action:** The City will continue to support the CDBG and HOME program at the federal level and lobby for increased funding that could be put to use in Lakewood immediately.

## 12) *Support for Municipal Tax Policy*

**Background:** Congress has adjusted various tax policies that have a direct impact on the City of Lakewood, including the New Markets Tax Credit, the Affordable Housing Tax Credit and the State and Local Sales Tax Deduction. These policies, in addition to policies that would negatively value municipal bonding authority, remain under debate in Congress and the City should advocate for strong municipal authority and tax credits that facilitate economic development and meet our region's critical housing needs

**Action:** The City will advocate for strong municipal authority and tax credits that facilitate economic development and meet the region's critical housing needs.

# 2025-2026 City of Lakewood State Legislative Agenda

## Community Partnership Program at Western State Hospital

The City proudly operates the successful community partnership program (CPP) which provides a safer environment for patients, staff and the surrounding community at Western State Hospital. Funding for this program is not included in DSHS' maintenance budget and must be requested each year. We respectfully request the Legislature allocate \$640,000 to the Western State Hospital CPP. This amount represents a 3% inflationary increase over the '23-25 appropriation which has not been adjusted since 2017.

## Edgewater Park Improvement Project (28<sup>th</sup> LD)

Equity for all residents is a major goal of the Lakewood City Council and providing public access to every major body of water in the City will help meet this goal. Edgewater Park is undeveloped and is the only public boat launch to Lake Steilacoom, the second largest lake in the city. A Master Plan has been developed with community input and the City has applied for several grants to bring the vision to fruition. The City requests \$350,000 to support improvements and ensure equitable access to this public space.

## Community Notification Board (29<sup>th</sup> LD)

Knowledge is power, and the City wants to provide residents with easier ways to stay informed by installing electronic notification boards at key locations. Types of messages shared may include details about public meetings, city events, general information about city services and key information in an emergency to keep the community safe. The electronic boards allow messages to be updated regularly and shared in multiple languages. The City requests \$250,000 toward the purchase, fabrication and installation of an electronic community notification board at South Tacoma Way & 96<sup>th</sup> Street SW.

## Clean Buildings Standards Compliance

The City has two buildings that must comply with the state's clean building standards, City Hall (Tier 1: over 50k SF) and the Police Station (Tier 2: 20-50K SF). The cost of necessary upgrades to City Hall is roughly \$5.9 million. The cost for the Police Station is not yet known. Lakewood applied for the Early Adopter Program for City Hall which incentivized building owners to comply with the standards earlier than required by providing grant funding. Unfortunately, the funding available through the statewide program is woefully inadequate to support the level of interest and need. The City has prioritized the following requests. First, the City requests ongoing state funding for upgrades to City Hall and the Police Station to comply with the Clean Buildings Standards. Second, the City also requests refinements to the policy to allow consideration of the public cost versus benefit of the improvements and/or a longer timeline for compliance. Finally, the last option is to extend the timeline for compliance to improve access to capital resources.



# Western State Hospital Community Partnership Program

**Request:** Since 2007 the City has operated the highly effective Community Partnership Program at Western State Hospital. The 2023-25 Operating Budget allocated \$621,000 to the program. There has been no increase to this amount since 2017 but the cost to operate the program continues to rise. **The City respectfully requests that the 2025-27 operating budget include a 3% inflationary adjustment to the appropriation for this program. This equates to an \$19,000 increase or a total of \$640,000 over the course of the biennium.**

**Background:** Beginning in 2007, this longstanding partnership has successfully reduced calls for police service and created a safer environment for both the hospital and surrounding neighborhoods. Despite the ongoing need and the program's consistent success, funding has not been codified and each fiscal biennium the Legislature must appropriate funds for the program's continued operation.

The program has been so successful that it was replicated by the City of Medical Lake at Eastern State Hospital in 2023. Now staff and patients at both hospitals and in both communities benefit from this best practice.

In fiscal year 2024 there were quantifiable benefits to the Western State Hospital patients, staff and the surrounding community. From July 1, 2023 through June 30, 2024 LPD attended **34 meetings** to coordinate with hospital staff. In that same time period LPD was assigned and worked **174 cases** which included Homicide, Death Investigation, Aggravated Assault, Simple Assault, Arson, Rape, Other Sex Crimes, Fraud, Forgery, Theft, Harassment, Vandalism, Escape, Patient Abuse, and Missing Person (Unauthorized Leave).

This collaborative partnership allowed LPD to clear 148 cases through a variety of dispositions including resolution, arrest/prosecution, victims declining to prosecute, Prosecution declining to prosecute, cases dismissed by the Court, being unfounded and referrals to other agencies. The vast majority of these criminal cases are resolved without removing the patient from the hospital, thereby reducing the risk of escape and keeping the patient within their treatment regimen.



# Edgewater Park Improvement Project

## Project Overview

Equity for all residents is a major goal of the Lakewood City Council and providing public access to every major body of water in the City will help meet this goal. The City has prioritized access to Edgewater Park as a major City initiative. Edgewater Park is undeveloped and is the only public boat launch to Lake Steilacoom, the second largest lake in the city. The park has largely been untouched since Lakewood incorporation in 1996.

In 2019 the City of Lakewood began developing a master site plan for the park. In 2023, an extensive community engagement process was implemented along with surveys, studies and other planning efforts. The City has approved the park master plan and is ready to make equitable access to this park and the lake a reality.

## Request

The City requests \$350,000 to provide and protect equitable water access to this public space, enhance safety for people and the environment and build a sense of place for the community. This funding will support the following improvements to the park which total \$ 7.2 million dollars

- Boat and Trailer Parking
- Public Restroom
- Boat launch with floating pier
- On street parking and boat and trailing parking stalls
- Creation of 9 (nine) street parking stalls and 5 (five) boat and trailer parking stalls
- Shoreline restoration and Wetland Plantings
- New ADA Accessible Pathways and gathering areas
- Enhanced Beach with New Seat Wall
- Diversity of Recreation
- Picnic Shelter and Plaza Space
- Benches and Bench Swings

The City applied for competitive grant funding through the Recreation and Conservation Office (RCO). The project is competing in three separate grant programs. The City asks for the state's direct investment to complete this project in its entirety.

Ranked Grants	Amount	Ranked
WWRP – Water Access	\$2.22M	2 <sup>nd</sup> out of 12
Aquatic Lands Enhancement Account	\$500,000	3 <sup>rd</sup> out of 15
Boating Facilities Program	\$1.00M	Pending end of 2024

## Additional Park Facts

- Edgewater Park totals is a linear 2.8 acre park on the shore of Lake Steilacoom
- Lake Steilacoom is the 2<sup>nd</sup> largest lake in Lakewood (306 acres)
- The only public boat launch on the lake is at this site.
- The lake is stocked each year with rainbow trout for year-round fishing.

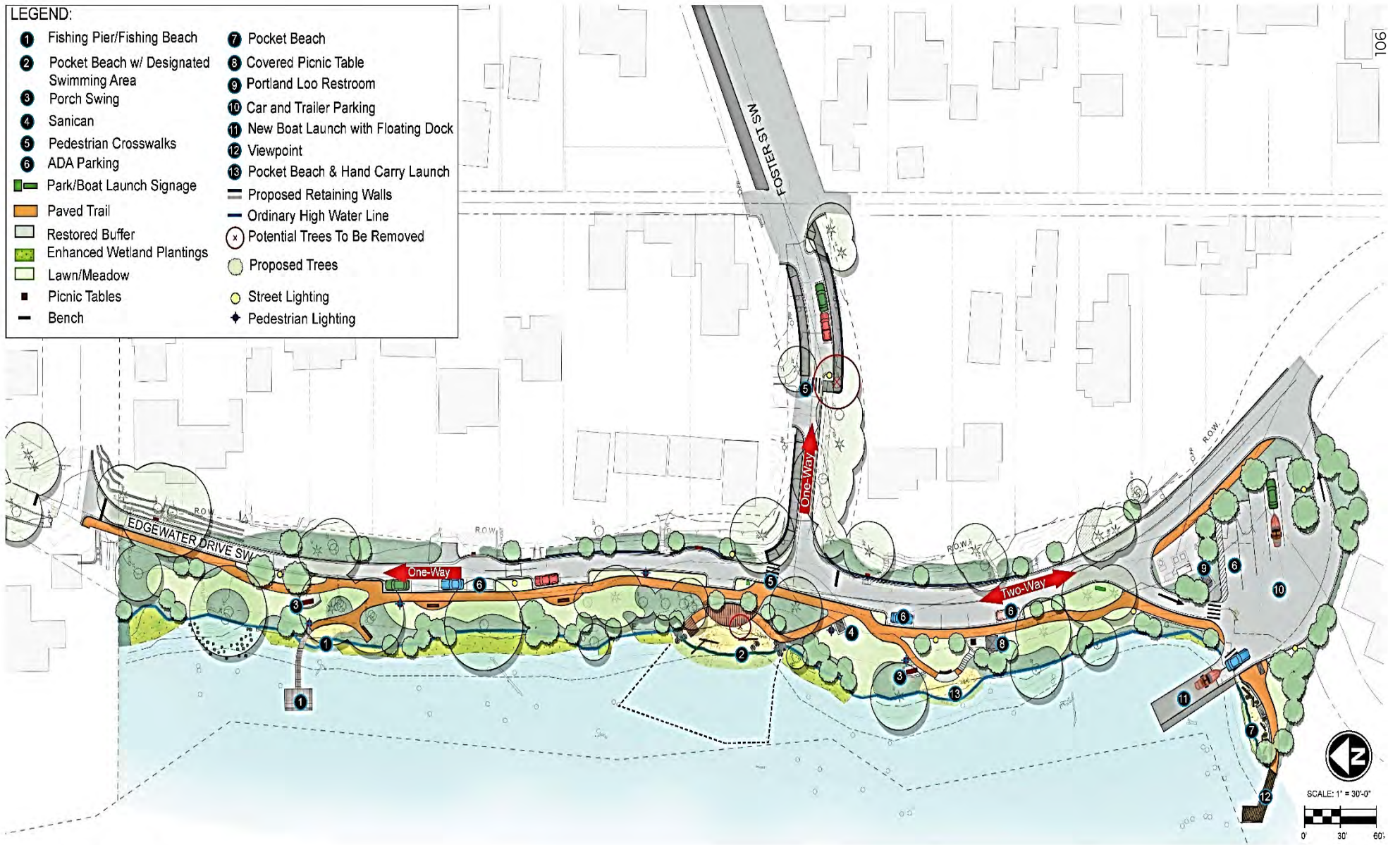


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**LEGEND:**

1 Fishing Pier/Fishing Beach	7 Pocket Beach
2 Pocket Beach w/ Designated Swimming Area	8 Covered Picnic Table
3 Porch Swing	9 Portland Loo Restroom
4 Sanican	10 Car and Trailer Parking
5 Pedestrian Crosswalks	11 New Boat Launch with Floating Dock
6 ADA Parking	12 Viewpoint
6 Park/Boat Launch Signage	13 Pocket Beach & Hand Carry Launch
Orange Paved Trail	Proposed Retaining Walls
Restored Buffer	Ordinary High Water Line
Enhanced Wetland Plantings	Potential Trees To Be Removed
Lawn/Meadow	Proposed Trees
Picnic Tables	Street Lighting
Bench	Pedestrian Lighting



**Final Master Plan**  
 City of Lakewood - Edgewater Park



April 26, 2024

In Association with:  
 Beyler Consulting, LLC  
 Reid Middleton  
 Heath & Associates, Inc.  
 GeoEngineers, Inc.

# Community Notification Board

## Project Overview

Knowledge is power, and the City of Lakewood wants to provide residents with easier ways to stay informed by installing electronic notification boards at key locations. Types of messages shared may include details about public meetings, city events, general information about city services and key information in an emergency to keep the community safe. The electronic boards allow messages to be updated regularly and shared in multiple languages.

## Request

The City requests \$250,000 toward the purchase, fabrication and installation of an electronic community notification board. The board will be located on South Tacoma Way & 96<sup>th</sup> Street SW. The location was strategically selected by considering the average daily traffic count, proximity to a stoplight, competition with other signage and access to electrical conduit. Additionally, the board will be in an area rated “very low” on the City of Lakewood’s Equity Map, which considers accessibility, livability, education, economic and environmental factors<sup>1</sup>. Communication investments in these areas keep residents included and connected to the entire Lakewood community.

South Tacoma Way & 96 <sup>th</sup> St SW Board Funding	Amount
State	\$250,000
City	\$32,800
<b>Total</b>	<b>\$282,800</b>

## Additional Communication Investments in Lakewood

The City is committed to enhanced communication with Lakewood residents and has been making investments with city resources to this end. Some examples include:

- \$305,000 in American Rescue Plan Act funds for electronic notification board in downtown
- Development of citywide wayfinding signage program, to include parks and downtown



<sup>1</sup> <https://lakewood.caimaps.info/cailive>





# Lakewood’s Clean Buildings Standards Compliance

**Background:** Residential and commercial buildings are Washington's second-largest source of greenhouse gas emissions, accounting for 27% of statewide emissions. With the life of a building spanning at least 50-100 years, retrofitting existing buildings to use less energy is the most cost-efficient way to significantly reduce greenhouse gas emissions. To meaningfully reduce these emissions, the legislature passed clean buildings laws in 2019 (HB 1257) and 2022 (SB 5722).

**Overview:** The City has two buildings that must comply with the state standards, City Hall (Tier 1 - over 50k SF) and the Police Station (Tier 2 – 20-50K SF). The Department of Commerce has published target Energy Use Intensity (EUI) targets based on building type and climate zone. The City has completed an Investment Grade Audit (IGA) for City Hall which identifies existing energy use and makes recommendations for energy conservation measures. To comply with the state’s Clean Building Standard, the City has evaluated several energy efficiency efforts and has identified key improvements that will reduce EUI to comply with the standards. An IGA for the police station is in development so the numbers for that building are not yet known.

Lakewood City Hall Baseline EUI (2021) = 73.7
Clean Buildings Target EUI = 54.6
Total Energy Reduction to Meet Target = -19.1

The City has identified three phases to complete the upgrades to City Hall and is proceeding forward with Phase 1 which will provide the largest EUI reduction. Phase 1 consists of:

- Updating the control systems for heating and cooling to reduce energy waste
- Replace non-condensing natural gas boilers with new condensing natural gas boilers
- Upgrade to LED lighting and lighting controls
- Electric Vehicle Charging Stations

Phase 1	\$1,811,887
Phase 2	\$1,696,361
Phase 3	\$2,452,968
<b>Total for City Hall Compliance</b>	<b>\$5,961,206</b>

Lakewood has and is applying for grant programs to comply with the standards. Unfortunately, the funding available to these programs is woefully inadequate to support the level of interest and need. According to the Commerce [2024 Clean Buildings Report to the Legislature](#), “Preliminary construction costs for buildings applying for the Early Adopter Incentive Program average \$2,010,358. Initial incentive calculations average to 2.6% of the construction costs for building improvements.” For Lakewood the Commerce Early Adopter Program provides Lakewood \$53,159 towards the necessary clean energy improvements to City Hall, once the entire project is complete. Even if the City receives the maximum award from all available grants, this coupled with utility rebate incentives, are only a fraction of the cost to meet the state’s clean energy targets by 2028.

**Request:** The City has prioritized the following requests. First, the City requests ongoing state funding, either through a grant program or a direct appropriation, to support compliance with the Clean Buildings Standards. Funding is needed for Phase 2 and 3 of City Hall as well as all upgrades to the Police Station. Second, the City requests the Legislature consider amending the clean building standards to allow for discretion on whether the improvements will add value to the building or result in greater cost savings over time. Finally, the last option is to extend the timeline for compliance to improve access to capital resources.







CITY OF LAKEWOOD  
State POLICY MANUAL  
ADOPTED BY THE CITY COUNCIL ON TBD



# City of Lakewood

## State POLICY MANUAL

ADOPTED BY THE LAKEWOOD CITY COUNCIL ON TBD

*Lakewood City Council Vision Statement:*

*“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.”*



**Lakewood City Council**

- Jason Whalen, *Mayor*
- Mary Moss, *Deputy Mayor*
- Ryan Pearson, *Councilmember*
- Paul Bocchi, *Councilmember*
- Patti Belle, *Councilmember*
- Michael Brandstetter, *Councilmember*
- Trestin Lauricella, *Councilmember*

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# CITY OF LAKEWOOD State Policy Manual

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## INDIGENOUS PEOPLE AND LANDS ACKNOWLEDGEMENT

Every community owes its existence and vitality to generations from around the world who contributed their hopes, dreams, and energy to making the history which led to this moment. The City would like to recognize that we are on the lands of the Nisqually People, and acknowledge the history of dispossession that allowed for the growth of our community. We offer respect to the Nisqually People and their Elders, past, present, and emerging. We recognize our responsibility to value all people, and are committed to equitably serving all people in our diverse community.

## A STATEMENT ON EQUITY BY THE LAKEWOOD CITY COUNCIL

The Lakewood City Council acknowledges that equity is essential to a healthy community.

We are committed to identifying and eliminating systemic racism. We intend to lead by example in the advancement of equity and the deliberate practice of inclusion.

The City Council commits to the following practices:

- Instilling equity as a priority of policy and the delivery of services.
- Enacting initiatives that support and celebrate the diversity of the community.
- Ensuring equity in municipal planning.
- Identifying and dismantling preconceived prejudices.
- Increasing sensitivity to social norms and cultural expectations.
- Pursuing justice and equity for all residents.

We recognize the critical role that city leaders have in removing barriers to opportunity. We recognize that systemic inequality has endured, but commit that it shall not persist. The City Council will not tolerate *intolerance*. It is unconscionable that some members of our community fall victim to acts of hate. Acts of hate based upon race, creed, ancestry, disability, sex, sexual orientation, gender identity and/or socioeconomic status are unwelcome in Lakewood, Washington. The Lakewood Police Department shall be vigilant in its investigation and prosecution of crimes of hate. These intentional practices will inform our decision-making on policing, zoning, capital investment and all other matters of the City Council. Our objective is to create a more diverse, equitable and inclusive Lakewood community for all residents and we invite all Lakewood organizations and residents to join us in this effort.



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## HOUSING/ HOMELESSNESS SERVICES

### **South Sound Housing Affordability Partners**

The City is a founding member of the South Sound Affordable Housing Partners (SSHA<sup>3</sup>P), which is a regional effort by member municipalities to address affordable housing with a coordinated approach. The City supports SSHA<sup>3</sup>P's 2025 state legislative priorities on affordable housing, to include affordable housing subsidies, facilitating housing supply, and opposing preemption of local land use authority.

### **Quality Affordable Housing**

The City supports legislation that incentivizes developers to build affordable housing, such as the multifamily housing tax exemption, and funding allocated for public and nonprofit affordable housing, including the Housing Trust Fund.

### **Support for Homelessness Services**

Every year since incorporation, the City has allocated 1% of its general fund to support low-income and vulnerable residents by partnering with and funding community-based organizations to provide access to: housing, food, youth programs, behavioral health services, and other human services. The City requests the state's ongoing partnership in supporting programs and services that help prevent temporary and recurrent homelessness as well as meet housing growth targets that include specific numbers of emergency housing units and housing units affordable to those at 80% and below Pierce County area median income (AMI.)

### **Utility Connections in Support of Middle Housing Types**

The City supports middle housing types (duplexes, triplexes, accessory dwelling units, etc.) to augment Lakewood's affordable housing stock. Middle housing types are a viable, equitable, and increasingly popular affordable housing option. However, utility and side sewer connections to accommodate middle housing types on current lots can be prohibitively expensive, especially for lower-income households.

Recently passed state laws (HB 1337 and HB 1110) allow middle housing on historically single family lots but the zoning is not the barrier. For these units to be viable, it will require connection to utilities that the City does not own nor have authority over infrastructure expansions. The City supports legislation to address costly connection fees to foster middle housing development.



## COMMUNITY & ECONOMIC DEVELOPMENT

### **Economic Development Tools**

The City supports robust and sustainable funding for the Economic Development Strategic Reserve Fund, Community Economic Revitalization Board, Public Works Assistance Account, Public Facility Districts, and other programs that assist local governments in neighborhood residential and commercial area rehabilitation.

The City also supports legislation that provides optional economic development tools for cities, such as the multi-family housing tax incentive, lodging tax, the Main Street Act (a series of small tax incentives for neighborhood business districts), creative districts, complete streets grant program, community facility financing, shared state revenue for construction of convention and special event centers, additional shared state revenue for urban renewal and other public facility improvements, and innovative approaches to property tax assessment that reduces the current incentive to allow property to remain blighted.

### **Tax Increment Financing (TIF)**

The City appreciates the Legislature's authorization of tax increment financing as an economic development tool (HB 1189, 2021). This law allows cities, towns, counties, and port districts in Washington to use Tax Increment Financing (TIF) as a tool for funding infrastructure projects that support economic development. The City does not support legislation that would allow for tax districts to opt-out of a TIF district, as this would render TIF ineffective in funding critical infrastructure projects.

### **Annexation**

The City believes that annexation laws should encourage the logical development and expansion of the City to provide for a healthy and growing local economy and efficient provision of urban services. The City supports legislation that would modify state annexation laws to reduce the administrative process and the overall cost of annexation, both of which would help encourage and incentivize the annexation of existing unincorporated islands.



# CITY OF LAKEWOOD State Policy Manual

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## **Transit Oriented Development**

The City supports legislation that provides continued authority and expanded tools to local governments to best plan for transit oriented development. The City adopted the 2021 Lakewood Station District Subarea Plan to prompt development near the Lakewood Sound Transit Station and took into consideration displacement risks and other unique factors such as proximity to a major military installation. The City has conducted updates to its land use zoning, anticipating future transit service currently planned by transit agencies. The City opposes state mandates on TOD that do not address displacement and other local characteristics.

## **Local Authority for Land Use and Planning**

The City supports preserving the authority of local governments regarding local taxation, as well as land use planning, zoning and regulation consistent with the GMA (RCW 36.70A) and SEPA (RCW 43.21C.) and opposes preemption of local authority by the state legislature. For example, the City is concerned with the potential negative consequences of HB 1110 and HB 1337 at the local level. The City supports state level efforts to bolster military installations' sustainability and operational readiness and address land use compatibility issues, so long as local jurisdictional control over land use and infrastructure planning is not eroded.

## **Need for Unique Restrictions in Air Corridors**

The City believes that unique restrictions on land use density is necessary for land proximate to military installations. Such restrictions must be recognized within buildable lands reports, growth targets, and comprehensive planning. The North Clear Zone, Air Corridor 1 and Air Corridor 2 zones in Lakewood's case are zones that reflect the FAA and DoD guidance regarding safe densities and types of uses. Cities should not be forced to choose between GMA compliance and guidance from Army Compatible Use Buffer (ACUB) and Air Installation Compatible Use Zones (AICUZ) reports.





# CITY OF LAKEWOOD State Policy Manual

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## PARKS, RECREATION, & COMMUNITY SERVICES

### **Edgewater Park Improvement Project**

Equity for all residents is a major goal of the Lakewood City Council and providing public access to every major body of water in the City will help meet this goal. The City has prioritized access to Edgewater Park as a major City initiative. Edgewater Park is undeveloped and is the only public boat launch to Lake Steilacoom, the second largest lake in the city. The park has largely been untouched since Lakewood incorporation in 1996.

In 2019 the City of Lakewood began developing a master site plan for the park. In 2023, an extensive community engagement process was implemented along with surveys, studies and other planning efforts. The City has approved the park master plan and is ready to make equitable access to this park and the lake a reality.

The City requests \$350,000 to provide and protect equitable water access to this public space, enhance safety for people and the environment and build a sense of place for the community.

### **Historic Fort Steilacoom**

The City has been working with both the State and the Historic Fort Steilacoom Association (HFSA) to explore how to best preserve Historic Fort Steilacoom for future generations to use and enjoy. Historic Fort Steilacoom is one of the best preserved pre-civil war forts west of the Mississippi comprised of parade ground, two remaining junior officer's quarters, the headquarters building with the commanding officer's residence, and the post chapel and chaplain's quarters that presently serve as an interpretive center and offices. Additional buildings are used to store historical resources. Currently, the fort facilities are located on land and in buildings owned by the State, managed by DSHS, and operated and maintained by HFSA. The facilities are in critical need of maintenance and repair. The City is working with the State and HFSA to determine how to best preserve this historic amenity for future generations to learn from and enjoy. The City, with support of the Historic Fort Steilacoom Association, along with interest from DSHS, have begun to explore a phased program which begins with the City assuming ownership of the historic buildings and land footprint from DSHS, as well as determining how to best maintain the historic site moving forward. The final goal is to preserve the historic site, with possible site capital improvements funded by lodging tax dollars and state funding requests in the future.



# CITY OF LAKEWOOD

## State Policy Manual

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### **H Barn Renovation at Fort Steilacoom Park**

The City has made major investments at Fort Steilacoom Park. As a continuation of these efforts and in coordination with Partners for Parks and other non-profit and community organizations, the City is planning to restore the historic H Barn. A capital fundraising effort, led by Partners for Parks, is underway. The City anticipates seeking the state's financial support in the coming years to preserve and restore this iconic barn building into a multi-purpose facility for public and private use at Fort Steilacoom Park, a 350-acre historic farm site once owned by the state.

### **South Puget Sound Wildlife Area**

The South Puget Sound Wildlife Area is a 100-acre open space area located in Lakewood. The site includes hiking and bike trails, picnic area with views of prairie habitat, native plant garden with information on indigenous plants, as well as an active fish hatchery and turtle ponds. This area is owned by the Washington Department of Fish and Wildlife but maintained by local volunteers. Over 2,000 volunteer hours and \$100,000 has been donated towards site improvements, by local service clubs and residents. The area is increasingly being used for outdoor education by NW Youth Corps, Pierce College, the Clover Park School district and others. The City requests that the state legislature ensure WDFW has appropriate funding for state funded maintenance at this site along with support for implementation of master plan capital site improvements.

### **Recreation and Conservation Office (RCO) Funding**

The City supports programs administered by the Washington State Recreation and Conservation Office (RCO) and opposes diversion from RCO programs. Specifically, the City supports ongoing funding for the Washington Wildlife and Recreation Program (WWRP), Aquatic Land Enhancement Account (ALEA), and the Boating Facilities Program (BFG)) grant programs. The City has applied for funding in the following categories for Edgewater Park Phase 1 and 2:

- **WWRP - Water Access:** \$2.2 million for Edgewater Park Improvements
- **Aquatic Land Enhancements (ALEA):** \$500,000 for Edgewater Park Improvements
- **Boating Facilities Program:** \$1,000,000 for new Edgewater Boat Launch



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### **Camp Murray Boat Launch Improvements**

The City and Camp Murray have explored options to make improvements at the Camp Murray Boat Launch for the benefit of the public. The boat launch provides public access to American Lake and is currently managed by the Washington State Department of Fish & Wildlife (WDFW). The City could invest in infrastructure development to increase accessibility to American Lake. The City and Camp Murray have agreed to complete a Master Plan for the area, which would identify the options for improvements and allow Camp Murray input into the process. Site improvements include, a pedestrian walkway, to include ADA accessibility and lighting, parking lot improvements, and boat launch ramp improvements, such as moorage dock(s). The City is funding the Master Plan with \$100K in ARPA funds, and will be seeking future funding from the state for improvements

## **TRANSPORTATION & INFRASTRUCTURE**

### **Clover Creek Flood Plain**

The City completed an engineering report to generate and evaluate project alternatives to mitigate 100-year flood risk along Clover Creek within the City limits. The City developed a flood model that 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 and would directly affect Joint Base Lewis-McChord mission readiness. The City began to explore flood mitigation alternatives to reduce these potential impacts to the City and I-5, and after collaborating with various state, local, and tribal agencies.

The City has chosen to further explore a levee in the general flooding area. This option consists of a flood blocking structure along or setback from Clover Creek that would block nearly all flood water from the city and the I-5 corridor within city limits. The City is conducting an elevation survey of the flood area to further develop the levee option. This option provides the most comprehensive flood mitigation benefit. At an estimated cost of around \$20 million, the City will need outside resources, as well as continued collaboration with state agencies, such as WSDOT, to ensure Lakewood residents and the I-5 corridor are safe from this potentially devastating flood event.



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## City Right of Way

There have been several proposals in the last few years that would limit city authority over right of way and utility franchise agreements. The City opposes legislation that preempts and erodes local control over city right of way.

## I-5 South Sound Corridor Improvements

The Washington State Department of Transportation (WSDOT) has indicated a preference to take a holistic approach to transportation improvements along the I-5 corridor. The City supports this position and WSDOT's efforts to ensure that future investments in the I-5 south sound corridor resolve, rather than shift traffic congestion points. Below are specific issues that require the Legislature's attention:

- 1) **I-5 JBLM Corridor Improvements:** The 2015 Connecting Washington package invested \$495 million to widen the I-5 corridor through Joint Base Lewis-McChord (JBLM), reconfigure three interchanges and build a connector road from Gravelly Lake Drive to Thorne Lane. Construction of this Connector should prioritize road safety and mitigate impacts to neighbors. A primary goal of this investment was to eliminate the bottleneck at Thorne Road by expanding the corridor from three to four lanes. Although this work is still underway, the congestion at Thorne Lane is significantly reduced due to the additional lane and interchange reconfiguration. Future investments along the I-5 corridor, particularly expanding I-5 north of Thorne Lane from four to five lanes to accommodate HOV lanes, should consider the impact it would have on this and other congestion points.
- 2) **I-5 High Occupancy Vehicle Lanes:** The City supports the I-5 Tacoma/Pierce County High-Occupancy Vehicle (HOV) Lanes Program and appreciates that the 2022 Move Ahead WA package allocated \$244 million to extend the program along I-5 between 38th and Gravelly Lake Drive. The City requests an extension of this program to include a dedicated HOV 5<sup>th</sup> lane (one each direction) from Tacoma to Mounts Road in DuPont which requires a reconfigured interchange at the Main Gate (Exit 120). If additional HOV lanes are not extended throughout the entire south sound corridor, the previous bottleneck that began at Thorne Lane will return, despite significant state investments to alleviate this congestion. The timing of this extension should align with the expansion of I-5 south of Mounts Road, to mitigate additional congestion at that chokepoint.
- 3) **Main Gate Interchange (Exit 120):** As part of the current I-5 JBLM Corridor Improvements, WSDOT identified the Main Gate Interchange



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(Exit 120) reconfiguration as a necessary future improvement to expand I-5 from four to five lanes and address systemic congestion through the corridor. This Interchange serves as the primary access to Lewis Main on the east side of I-5 and to Lewis North on the west side. The proximity of the at-grade rail crossing to the Lewis North gate is a safety concern and creates backups on I-5 during peak periods. Reconfiguring the interchange to include a grade separated crossing would eliminate this risk for service members and Clover Park School District buses that use this at-grade crossing to access the installation.

4) **I-5 Mounts Road to Tumwater & Nisqually River Delta:** I-5 is the lifeline of commerce, transportation, and JBLM's mission readiness in the Puget Sound Region. However, the current design of I-5 impedes critical ecological functions of the Nisqually River Delta, is at risk of being overtopped by the Nisqually River resulting in national security concerns and is inadequate to meet the growing commerce and transportation demands of our state.

- The current I-5 design obstructs natural ecological functions of the Nisqually River Delta that are critical to **salmon survival**. The decrease in salmon population negatively impacts the Nisqually Indian Tribe's treaty rights and way of life. The environmental impacts of I-5 on the delta may compound into costly environmental remediation efforts in the future if left unaddressed.
- According to a US Geological Survey, there is a high risk that I-5 will be overtopped by a major flooding event in the next 15 years. This would be devastating locally and regionally and it would impact **national security** since 30% of the JBLM workforce live south of the Nisqually River and would be unable to report to duty.
- The current design of **I-5 has limited capacity** to handle the growing South Sound economy and population. Traffic models show lengthy delays through this corridor with no change to existing infrastructure.

Lakewood, in partnership with SSMCP and the Nisqually Indian Tribe, support a redesign of I-5 south of Mounts Road through the Nisqually River Delta to improve salmon survival, eliminate the flood risk and address congestion in the region. The \$75 million allocated to this project in the Move Ahead Washington package is an important step but more work will be needed. Two design options are being considered for further review and a preferred alternative will be selected in the fall of 2025.



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### **Infrastructure Funding**

Local agencies, including the City of Lakewood, lack resources for infrastructure funding. As a result, city roads remain in disrepair or general fund dollars are taken from other important services to repair roads; or a combination thereof. The City requests expansion of state funding to assist with maintenance and preservation of local infrastructure. The City continues to support the state's ongoing and increased investment in infrastructure funding programs.

### **Limiting Additional Freight on Point Defiance Bypass (Lakeview Rail Line)**

The City opposes increased freight traffic along this corridor that is above and beyond the activity already in place and does not have a destination within Lakewood or Joint Base Lewis-McChord. With the opening of the Point Defiance Bypass project in support of Amtrak passenger rail coupled with increasing demands on freight rail, there is concern that the Point Defiance Bypass project could eventually lead to increased freight traffic in addition to new passenger rail.

### **Future Commercial Airfields - JBLM**

The City opposes the use of Joint Base Lewis-McChord (JBLM) as a commercial airfield and as well as the identification of any location for a new commercial airfield, that would impede the operations of JBLM. In regards to considering JBLM as a potential site, there is strong opposition from the Lakewood congressional delegation, significant concerns raised by the military, high congestion issues, no transit service, and was rated "unlikely" by WSDOT and "unable to accommodate commercial air service" by the Puget Sound Regional Council. House Bill 1791 rebranded the Commercial Aviation Coordinating Commission (CACC) to be the Commercial Aviation Work Group and calls for annual reports on siting progress rather than identification of a single location by date certain. The Governor's veto of four sections resulted in removal of the legislature's guidance to eliminate any site that would be incompatible with the operations of a military installation.

### **Stormwater & Culvert Funding**

Cities have significant stormwater and culvert funding needs. The City of Lakewood requests secure, ongoing and sufficient funding for city culvert repair and replacement. The City supports funding for current and new grant programs for local stormwater and culvert projects.

### **Electric Vehicle (EV) Charging Stations**

The City supports both Federal and State legislation for strategically implementing electric vehicle charging stations. The City requests that as local





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governments are required to implement 2024 E2SHB 1181, , that regional and state public entities, such as Pierce Transit, Sound Transit, WSDOT and relevant utility companies, lead the implementation effort through both funding and administration.

## FINANCES

### **Insurance Costs**

Recent legislation and subsequent court decisions have increased the legal liability of public entities, resulting in higher rates for liability coverage. The City's liability rates increased by 37% from 2022 to 2023 and by another 41.2% from 2023 to 2024. The City joins AWC in requesting that the Legislature protect against liability expansion and new policies that would drive additional claims and litigation increasing costs, especially in the area of law enforcement and public safety, and human resources.

### **State-Shared Revenues**

Cities rely on state-shared revenues to provide critical funding for essential public services. The City request continued appropriation of committed state shared funds, such as Liquor Excise Taxes and Profits, City-County Assistance Account, Municipal Criminal Justice Account, Annexation Sales Tax Credit, and public health funding. These funds are used to support city activities, including police, infrastructure development, public defenders, municipal court, etc. In total, state-shared revenues constitute a significant portion of the City's operating revenue at around 6% each biennium.

### **General Fund Revenue**

The City supports legislation that will increase, expand, or favorably restructure its revenue-raising ability. In consideration of 1) the continued growth in demand for services that exceed revenue growth and inflation, and 2) intimate knowledge of individual community needs, the City supports unrestricted uses of all general government tax revenue. For example, removing restrictions on the use of real estate excise tax (REET), gambling taxes, etc.

### **City Financial Liability for Indigent Defense**

Indigent defense is a constitutional right and a state obligation. The state has passed the responsibility to provide indigent defense to counties and cities but has not provided adequate funding.

In 2024, the City paid \$687,300 in primary public defense. In 2018, the City paid \$528,000. This is a 30% increase over the last six years. This cost has been trending upwards in recent years due to economic pressures, historic inflation, and



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negotiated terms for competitive compensation schedules and compliant case counting schemes.

This ongoing challenge will be exacerbated by the Washington State Bar Association's proposed indigent defense standards. The proposed standards would lower misdemeanor caseloads to 120 cases per attorney, a nearly three-fold decrease from the current 400 cases per attorney, as well as transition to hourly compensation schedules from the current "per case" schemes.

Without parity in state grant funding for indigent defense, the City's general fund will be greatly impacted by new standards. Beyond the financial impact, the proposed standards are not achievable with the current public defense workforce, nor with a massive uptick in the industry. The City supports keeping the current WSBA caseload and compensation schedule standards, along with adequate levels of state funding for indigent defense that is standardized and non-competitive to ensure more equitable funding and uniform application of justice.

## **Unfunded Mandates & Other State Budget Impacts**

Mandates from the State government are rarely accompanied with adequate new revenues or taxing authority, but instead force the City to reduce funding levels for other services. The City opposes efforts by the State Legislature to balance budgets by shifting responsibilities to cities.

## **PUBLIC SAFETY**

### **Public Safety**

The City supports a commonsense and meaningful approach to public safety policies that protect lives and property and foster trust in government.

During the 2024 session, progress was made in this area but there is still more work to be done. In collaboration with other Pierce County municipalities, the City requests the Legislature:

- 1) Provide tools to address auto theft and property crime, including increased state funding to grant programs to support regional enforcement and prosecution efforts;
- 2) Commit ongoing state funding for therapeutic courts to satisfy the new state drug possession law;
- 3) Supply stable state funding for co-responder programs, such as the City's Behavioral Health Contact Team; and
- 4) Amend state law to allow for a parent or guardian to provide consent for a juvenile to be interviewed by law enforcement to include consent to search property to resolve unsolved crimes and prevent future incidents.





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Create programs to improve law enforcement retention, such as state supported law enforcement officer wellness and injury prevention programs.

## **Community Partnership Program at Western State Hospital**

The City proudly operates the successful community partnership program (CPP) which provides a safer environment for patients, staff and the surrounding community at Western State Hospital. Funding for this program is not included in DSHS' maintenance budget and must be requested each year. We respectfully request the Legislature allocate \$640,000 to the Western State Hospital CPP. This amount represents a 3% inflationary increase over the '23-25 appropriation which has not been adjusted since 2017.

## ***Blake Response***

The City is grateful the state has provided funding to help offset city costs created by the Blake Decision on how possession of controlled substances is handled by the criminal justice system. City costs include processing criminal conviction vacations and repaying legal financial obligations as well as support for ongoing costs for diversion programs and municipal court impacts. The City requests long-term state investment in alternative response teams, treatment facilities for adults and juveniles, treatment in jails, and to provide support to social workers, treatment providers and system navigators to help direct people to treatment.

## **Hiring and Retention**

Public safety agencies nationwide are experiencing officers leaving the profession at an unprecedented rate, either through early retirement or leaving the field. The City supports state policies including funding to local law enforcement agencies that promote recruitment and retention of law enforcement officers and expedite opportunities for newly hired officers to receive training.

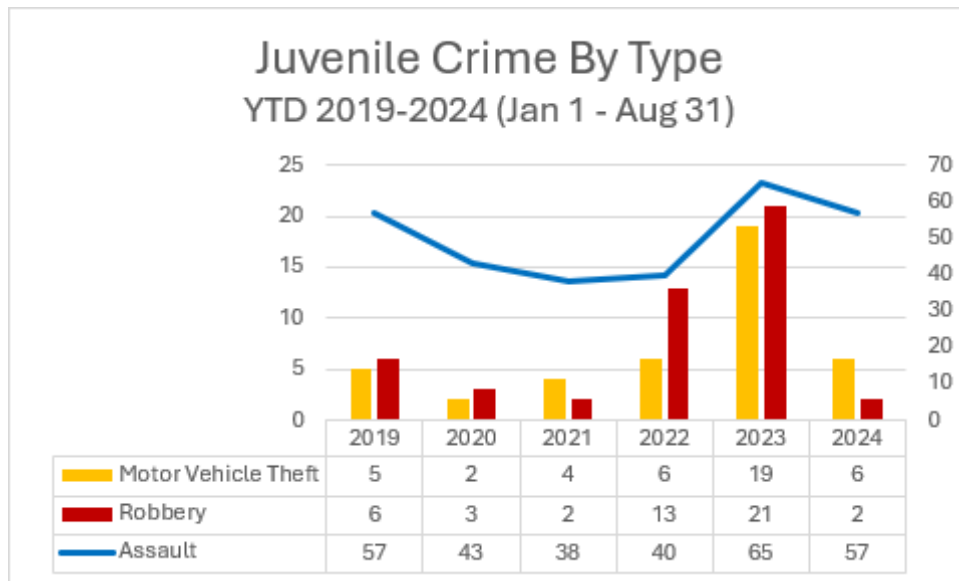
## **Vehicular Pursuits**

The City thanks the legislature for making progress on clarifying the ability for law enforcement to conduct vehicular pursuits for the benefit of public safety. Since the probable cause threshold was established in 2021, there have been several occasions where the high standard prevented pursuit of a vehicle, jeopardizing public safety. The City will continue to support safety measures and training for officers who engage in vehicular pursuits.



### Juvenile Crime

Compared to the 5-year average (2019-2023), through August 2024, juvenile robberies have decreased by 78%, motor vehicle theft decreased by 17%, and assaults are up by 17%.



The City requests the state amend state law to allow for a parent or guardian to provide consent for a juvenile to be interviewed by law enforcement to include consent to search property to resolve unsolved crimes and prevent future incidents.

Additionally, the City joins AWC in requesting expansion of juvenile behavioral health treatment capacity and state correctional capacity.

Youth education is also critical component to ensuring criminal behavior is addressed at a young age to prevent the uptick in youth crime experienced by the Lakewood community. The City supports educational efforts to teach youth about the consequences of criminal behavior. Youth education that prevents criminal activity upstream should also include intervention of at-risk youth and their families by connections to social services at an early age, such as Tacoma-Pierce County Health Department’s Family Support Partnership. The City supports any state funding that would support youth education about social services, such as the County’s Family Support Partnership.

By both educating at-risk youth and their families about social services, and about the consequences of criminal activity early on, the City hopes that youth criminal activity will be curtailed.



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### **Geographic Equity in Discharge from State Facilities**

The City appreciates the State's recent efforts to move toward a more community-based behavioral health system. This transition presents an opportunity to not only provide more accessible services to those who need it most, but also for the facilities to be more geographically disbursed. Based on the findings from the Commerce report, the State should invest in long term care facilities in underserved regions of the state.

The City requests the following changes be made to state law:

- 1) Per the findings from the April 2023 Commerce Report, the state needs to procure additional services and supports in Olympic, North Central, Great Rivers, Greater Columbia, and King regions. The report also shows that adult family homes in Pierce County are serving a large percentage of Long-Term Civil Commitment (LTCC) patients. Incentivize providers, particularly adult family homes, to provide services in underserved areas.
- 2) Institute fair share policies for discharge planning from state hospitals for individuals that have a history of one or more violent acts (extend SB 5163 (2021) policies, that only apply to the Special Commitment Center, to state hospitals).

### **Protecting Residents of Adult Family Homes**

Adult Family Homes (AFHs) serve adults with functional limitations who need personal and special care. The City requests legislation that protects these vulnerable members of our community by preventing Level 2 and 3 registered sex offenders, sexually violent predators and "felony flips" from residing in AFHs. The City supports amending the definition of "resident" in RCW 70.128.010 to exclude individuals convicted of sexually violent crimes and crimes that require registration as a sex offender.

### **Body Worn Cameras**

In the 2023-25 budget the state legislature allocated \$1.6 million for the body camera grant program administered by the WA Association of Sheriffs and Police Chiefs (WASPC). The City supports ongoing funding for this program to assist municipalities with the purchase, maintenance or replacement of Body Worn Cameras (BWC), ongoing costs related to record management, and hiring of personnel to operate the BWC program.

### **Binding Interest Arbitration Reform**

The City recognizes the importance of having a tool to help resolve potentially devastating strikes by essential service personnel, such as police and firefighters. However, existing binding interest arbitration statutes are out-of-date and inflexible, resulting in many unintended consequences – the City finds this particularly true in regard to disciplinary processes. The City requests that



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the state reform existing binding interest arbitration language to limit unintended repercussions.

### **Authority to Appoint Municipal Court Judges**

The City supports cities' authority to appoint a municipal court judge and to maintain municipal courts. The City supports further technical and financial assistance for the administration of municipal courts.

### **Traffic Enforcement Cameras**

The state legislature has authorized local government to use traffic enforcement cameras in limited situations, including red light enforcement at certain intersections and speed control in certain zones. Traffic enforcement cameras have proven to be successful at reducing instances of speeding and violations of traffic signals. The City supports the use of traffic enforcement cameras. The City also supports legislation allowing images from traffic enforcement cameras to be used by law enforcement in criminal cases when there is probable cause.

The City appreciates the expanded authority to utilize traffic safety cameras as outlined in the recent passage of HB 2384. However, the City remains concerned with the restrictions on the ability to use traffic camera revenue on general government services. This limitation creates administrative burdens and inefficiencies. Cities need flexibility in how to oversee and manage city programs.

### **Basic Law Enforcement Academy (BLEA)**

The City supports ongoing funding of the Basic Law Enforcement Academy which is the sole training program for police departments statewide. With an increasing number of law enforcement officers retiring, it is imperative this program receive adequate funding to provide ample training openings for new hires in a timely manner. The City supports adequate and ongoing funding for the recently established regional Criminal Justice Training Commission campuses which will help address the backlog of training slots at the Academy and ease of access to more agencies. The City also supports the discretion of CJTC to hold academy seats based on number of anticipated officer hires, as currently, academy seats are not held until a potential hire name has been provided, which can further delay the hiring process.

### **Jail and Court Costs**

The City supports legislative proposals that reduce jail and court costs, and maintain its flexibility in providing jail and court services. The City supports maintaining the flexibility to select the most appropriate manner in which to provide jail and court services. The City will monitor all legislation that impacts



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the City's ability to contract with government agencies.

### **State Hospital Reentry Program**

The City supports language that would expand the reentry community safety program. The current program is designed for individuals being released from a correctional facility. The City supports expanding the program to apply to patients who are civilly committed after prosecution for a violent offense or who are civilly committed based on criminal insanity.

### **Enhanced Services Facilities**

Enhanced Services Facilities (ESFs) serve adults with mental and chemical disorders or other impairments that require supervision and daily care. The City supports legislation that would prohibit Adult Family Home businesses (AFHs) from converting to ESFs, as well as legislation that would prohibit the locating of ESFs in residential neighborhoods.

### **Acute and Long-Term Care Facilities**

The City supports the implementation of the Trueblood Settlement Agreement and state funding for the construction and ongoing operation of acute and long-term care facilities equitably dispersed in communities throughout the state.

### **Civil Asset Forfeiture**

Civil asset forfeiture allows law enforcement agencies to take possession of property when the property itself is illegal, was used to facilitate a crime, is proceeds from a crime, or was purchased with proceeds traceable to criminal activity. The City views civil asset forfeiture as a valuable tool, and will closely monitor legislation and oppose provisions that add restrictions on law enforcement's use of civil asset forfeiture.

### **Consolidate Traffic-Based Financial Obligations**

The City supports legislative proposals that would authorize the Administrative Office of the Courts to establish a unified payment plan system for the consolidation of multiple traffic-based financial obligations. This solution allows defendants to bring multiple outstanding obligations into the new payment plan for ongoing servicing with a single point of contact, reduces the volume of driver's license suspension for failure to respond or pay, fewer DWLS-3 prosecutions, and improved collection rates.



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### Washington State Association of Sheriffs and Police Chiefs (WASPC) – 2025 Legislative Agenda

The City supports several items in WASPC’s 2025 legislative agenda, to include increased funding for recruitment and retention, revisiting juvenile access to attorneys, adding fentanyl to list of qualifying drugs within endangerment and controlled substance law, Public Records Act policy issues related to police body/dash camera footage, and streamlining permitting for License Plate Readers (LPRs), to put LPRs on WSDOT poles around the community.

## GENERAL GOVERNMENT

### Public Records & Open Meetings

The City respects the right of the public to have access to legitimate public records and documents. The City believes its ability to recover the costs of searching for, gathering and reviewing requested documents is also in the public’s interest. The City supports reasonable reforms to the Public Records Act. The City opposes requiring the recording of executive sessions or other restrictions on legitimate uses of executive sessions.

### Community Notification Board

Knowledge is power, and the City of Lakewood wants to provide residents with easier ways to stay informed by installing electronic notification boards at key locations. Types of messages shared may include details about public meetings, city events, general information about city services and key information in an emergency to keep the community safe. The electronic board allows messages to be updated regularly and shared in multiple languages. The City requests \$250,000 toward the purchase, fabrication and installation of an electronic community notification board on South Tacoma Way & 96<sup>th</sup> Street SW.

### Clean Buildings Standard Compliance

The City has two buildings that must comply with the state standards, City Hall (Tier 1 - over 50k SF) and the Police Station (Tier 2 – 20-50K SF). The Department of Commerce has published target Energy Use Intensity (EUI) targets based on building type and climate zone. The City has completed an Investment Grade Audit (IGA) for City Hall which identifies existing energy use and makes recommendations for energy conservation measures. To comply with the state’s Clean Building Standard, the City has evaluated several energy efficiency efforts and has identified key improvements that will reduce EUI to comply with the standards. An IGA for the police station is in development so the numbers for that building are not yet known.



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The City has prioritized the following requests. First, the City requests additional ongoing state funding, either through a grant program or a direct appropriation, to support compliance with the Clean Buildings Standards. Funding is needed for Phase 2 and 3 of City Hall as well as all upgrades to the Police Station. Second, the City requests the Legislature consider amending the clean building standards to allow for discretion on whether the improvements will add value to the building or result in greater cost savings over time. Finally, the last option is to extend the timeline for compliance to improve access to capital resources.

## MILITARY AFFAIRS

### **Defense Community Compatibility Account – North Clear Zone Funding**

The DCCA is a grant program that supports necessary infrastructure and compatible land use near Washington military installations. The DCCA is the most viable long-term option to secure the required state/local match to resolve the incompatible development in the McChord North Clear Zone. The City supports the state's ongoing investment in the DCCA via the biennial capital budget.

### **Statewide Coordination for Federal Military Affairs**

Washington is the 7<sup>th</sup> in the nation for the number of active-duty military and has five major military installations yet there is no statewide coordination of federal military affairs. The City supports the creation of a cabinet level position within the Governor's office to coordinate federal military affairs.

### **South Sound Military & Communities Partnership (SSMCP) & Joint Base Lewis-McChord**

The City of Lakewood is a strong partner with Joint Base Lewis-McChord (JBLM) and a founding member of the South Sound Military & Communities Partnership (SSMCP), a nationally recognized organization that gives unique voice to a range of issues affecting Pierce and Thurston Counties and their cities as well as JBLM, the largest military installation in Washington State. JBLM is a regional employment hub and a major statewide economic driver. The City supports the ongoing efforts of SSMCP and supports policy and financial decisions that assist JBLM's operational readiness and sustainability.

The City also believes in strong policy and financial commitments from the State in support of statewide military affairs while preserving local governments' and regional coordinating organizations' flexibility and authority to maintain communications and relationships with area installations.





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Lakewood supports establishing a Military Advisory Council to advise the Governor and Legislature; providing financial support of regional military-community partnerships such as Forward Fairchild, Puget Sound Naval Bases Association and SSMCP; and strengthening financial, legislative and political support for military presence in Washington in anticipation of future force restructuring or defense contract reductions due to sequestration, Department of Defense budget reductions, and/or base realignment and closure (BRAC) rounds.

The City supports SSMCP's 2025 Legislative Priorities:

### 1) Defense Industry's Economic Impact on Washington

For the first time in over a decade the defense industry's economic impact on Washington State has been quantified. A legislatively directed report, completed September 2024, concluded roughly 4% of gross state product (GSP), or \$30.9 billion, was connected to the defense economy. The military and defense sector's contribution to Washington's GSP is greater than that of agriculture, clean technology, forest products, life sciences and global health, maritime, and tourism. Further, defense expenditures supported 254,904 jobs in FY23, representing over 5% of total statewide employment.

### 2) Military Family Quality of Life

Some of the greatest challenges facing military families in the South Sound are access to housing, childcare and employment for spouses. SSMCP is working regionally to remove barriers to these necessities and supports state level action through 1) incentives, 2) increased investment 3) reduction in administrative burdens that drive up costs and 4) coordination with other military installations and communities.

### 3) Defense Community Compatibility Account (DCCA)

SSMCP requests the biennial capital budget fully fund the DCCA project list, as recommended by the Department of Commerce. This grant program supports civilian communities near military installations and leverages federal investment in our state. For SSMCP, this would mean \$1M to purchase a property in the McChord Airfield North Clear Zone. This long term plan of resolving encroachment has a commitment of up to \$80 million from the federal government but requires a 20% state match.

### 4) I-5 Mounts Road to Tumwater & Nisqually River Delta

SSMCP continues to partner with the Nisqually Indian Tribe and other regional agencies to support the critical work along I-5 to improve infrastructure resilience against existing erosion and flood risk, restore critical habitat and





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improve mobility through the region. State funding has allowed the project to advance to the NEPA stage and a preferred alternative will be identified then designed. Additional state or federal funds are required to finalize engineering work. This includes \$1.5 million for preliminary engineering of part time shoulder use on southbound I-5 between Sleater-Kinney and Henderson Boulevard. This practical solutions approach would improve the transportation outcomes of the initial investment the state has made in the Nisqually River delta.



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PIERCE COUNTY POLICY MANUAL  
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City of  
**Lakewood**

**PIERCE COUNTY**  
**POLICY MANUAL**

ADOPTED BY THE LAKEWOOD CITY COUNCIL ON TBD

*Lakewood City Council Vision Statement:*

*“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.”*



**Lakewood City Council**

- Jason Whalen, *Mayor*
- Mary Moss, *Deputy Mayor*
- Ryan Pearson, *Councilmember*
- Paul Bocchi, *Councilmember*
- Patti Belle, *Councilmember*
- Michael Brandstetter, *Councilmember*
- Trestin Lauricella, *Councilmember*

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# CITY OF LAKEWOOD

## PIERCE COUNTY POLICY MANUAL

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### INDIGENOUS PEOPLE AND LANDS ACKNOWLEDGEMENT

Every community owes its existence and vitality to generations from around the world who contributed their hopes, dreams, and energy to making the history which led to this moment. The City would like to recognize that we are on the lands of the Nisqually People, and acknowledge the history of dispossession that allowed for the growth of our community. We offer respect to the Nisqually People and their Elders, past, present, and emerging. We recognize our responsibility to value all people, and are committed to equitably serving all people in our diverse community.

### A STATEMENT ON EQUITY BY THE LAKEWOOD CITY COUNCIL

The Lakewood City Council acknowledges that equity is essential to a healthy community.

We are committed to identifying and eliminating systemic racism. We intend to lead by example in the advancement of equity and the deliberate practice of inclusion.

The City Council commits to the following practices:

- Instilling equity as a priority of policy and the delivery of services.
- Enacting initiatives that support and celebrate the diversity of the community.
- Ensuring equity in municipal planning.
- Identifying and dismantling preconceived prejudices.
- Increasing sensitivity to social norms and cultural expectations.
- Pursuing justice and equity for all residents.

We recognize the critical role that city leaders have in removing barriers to opportunity. We recognize that systemic inequality has endured, but commit that it shall not persist. The City Council will not tolerate *intolerance*. It is unconscionable that some members of our community fall victim to acts of hate. Acts of hate based upon race, creed, ancestry, disability, sex, sexual orientation, gender identity and/or socioeconomic status are unwelcome in Lakewood, Washington. The Lakewood Police Department shall be vigilant in its investigation and prosecution of crimes of hate. These intentional practices will inform our decision-making on policing, zoning, capital investment and all other matters of the City Council. Our objective is to create a more diverse, equitable and inclusive Lakewood community for all residents and we invite all Lakewood organizations and residents to join us in this effort.



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## COMMUNITY & ECONOMIC DEVELOPMENT

### **Regional Planning**

The City supports the continued partnership between Pierce County and other municipalities within the county concerning regional planning and transportation issues. Lakewood is a proud member jurisdiction of the Pierce County Regional Council (PCRC), which was created to ensure local planning between Pierce County municipalities is accomplished in a coordinated, efficient, and consistent manner. The primary responsibility of the PCRC is to ensure that the Growth Management Act requirements are coordinated within the region.

### **Regional Planning – Puget Sound Regional Council**

The City supports a more equitable sharing of federal transportation dollars by the governing Regional Transportation Planning Organization (RTPO) and Metropolitan Planning Organization (MPO) - the Puget Sound Regional Council (PSRC).

The City also supports the limitation of PSRC's authority and scope to that identified in Chapter RCW 47.80 and 23 USC § 134. In its Interlocal Agreement, the mission of PSRC is identified,

“to preserve and enhance the quality of life in the central Puget Sound area. In so doing, it shall prepare, adopt, and maintain goals, policy, and standards for regional transportation and regional growth management in the central Puget Sound area, in accordance with federal and state law and based on local comprehensive plans of jurisdictions within the region.” (emphasis added.)

However, PSRC's continually expanding reach now includes: the establishment of Multi-County Planning Policies; a Regional Growth Strategy (RGS) and Growth Shares; and implementation activities, including VISION 2050 adoption and interpretation. The City opposes any incursion by PSRC into local land use, housing issues and equity issues.

### **South Sound Housing Affordability Partners**

The City is a founding member of the South Sound Affordable Housing Partners (SSHA<sup>3</sup>P), which is a regional effort by member municipalities to address affordable housing with a coordinated approach. The City supports SSHA<sup>3</sup>P's 2025 state legislative priorities on affordable housing, to include affordable



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housing subsidies, facilitating housing supply, and opposing preemption of local land use authority.

### **Utility Connections in Support of Middle Housing Types**

The City supports middle housing types (duplexes, triplexes, accessory dwelling units, etc.) to augment Lakewood's affordable housing stock. Middle housing types are a viable, equitable, and increasingly popular affordable housing option.

However, utility and side sewer connections to accommodate middle housing types on current lots can be prohibitively expensive, especially for lower-income households. Recently passed state laws (HB 1337 and HB 1110) allow middle housing on historically single family lots but the zoning is not the barrier. For these units to be viable, it will require connection to utilities that the City does not own nor have authority over infrastructure expansions.

The City supports a dialogue with the County and other utility partners on how to address fee schedules and side sewer connections for Lakewood customers seeking to add one or more ADUs. The City supports solutions such as reducing and/or waiving connection fees and capacity charges for these customers, as well as allowing new ADUs to connect to existing side sewer lines or a reduction in connection standards due to ADUs reduced impacts on the sewer system.

### **Annexations**

Annexations should encourage the logical development and expansion of the City to provide for a healthy and growing local economy and efficient provision of urban services.

#### ***Arrowhead/Partridge Glenn***

Annexation of this "urban island" has been attempted three times; twice by the Town of Steilacoom in 1995 and 1996, and once by Lakewood in 1997. All three annexation attempts failed at the ballot by an increasingly larger margin. The Town of Steilacoom, West Pierce Fire and Rescue, and Pierce County are not opposed to Lakewood annexing this area. The City would support and take the lead on, the annexation of this area *if, and only if, Pierce County* addresses this area's aging infrastructure prior to annexation, to include sewers and sidewalks.

#### **Joint Base Lewis McChord**

Lakewood's Urban Growth Area (UGA) includes the urban area of Joint Base Lewis- McChord (JBLM). Over the past two decades JBLM has significantly developed this area. The City would consider annexing this area in the future, contingent on County approval, to include revising the existing agreement between the City and the County. The City would consider an incremental





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approach to annexing this area that would start with the annexation of American Lake Veteran’s Administration Medical Center and American Lake Veterans Golf Course.

### **Lakewood Population Allocations**

Lakewood has incorporated the 2044 growth targets and housing unit allocations into its land use planning. However, unique situations and existing spatial constraints can affect the ability of individual jurisdictions to meet these targets, and they should be recognized in state law and countywide policies. In Lakewood, the population and employment base are directly tied to and subject to unpredictable change because of the level of service members and contractors stationed or working at Joint Base Lewis-McChord (JBLM). In addition, there are several existing unique spatial and environmental constraints in Lakewood, including: JBLM’s Air Corridor zones that prohibit urban residential development; several lakes and associated lands that can only be developed at lower densities; large tracts of public lands (including parks, Western State Hospital properties and the South Puget Sound Urban Wildlife Area); pre-incorporation and pre-GMA existing developments, and inadequate infrastructure. Lakewood is seeking support from Pierce County for the following:

The City supports policy direction for inclusion in the GMA, Multicounty Planning Policies, Countywide Planning Policies, individual Comprehensive Plans, and other appropriate documents that provide individual jurisdictions the ability to meet and/or adjust population and employment targets based on situations or issues outside their ability to govern such as military installation station changes



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### Lakewood Libraries

Since 2010, the City of Lakewood and Pierce County Library System (PCLS) have partnered to address the need for new libraries, as outlined in the PCLS Master Facility Plan and the City's Comprehensive Plan. The City became involved due to its role in the 2010 plan and saw opportunities to boost economic growth and enhance services in downtown and Tillicum. In 2017, the City and PCLS signed an MOU to explore new library sites. No suitable downtown properties were found, and PCLS began a community engagement process)

This all stopped with the arrival of the pandemic in March 2020. In late 2021, the City and PCLS re-engaged the process of addressing library facilities in Lakewood. The outcome was the formation of the Library Advisory Committee (LAC) in April 2022, which is tasked with the objective of providing recommendations to the PCLS Board of Trustees and Lakewood City Council about library facilities in Lakewood. In June 2022, the PCLS closed the main library due to significant building issues and in October 2022 announced a location for an interim library. The interim library located at Alpharetta St. and Gravelly Lake Drive opened in September 2024. Demolition of the main library site is to be completed October 2024. The City supports the continued partnership with PCLS to address the urgent need of permanent and safe library spaces in Lakewood.

**Lakewood Library Analysis:** In 2022, the City Council asked for financial information specific to library services provided by the Pierce County Library System (PCLS) in Lakewood. This analysis showed that the City would be unable to provide library services at a level equal to or greater than the services and events provided by the PCLS. The City would need to subsidize library operations from the City's General Fund, which would have a negative impact on other city services. And this subsidy would only grow over time since property taxes are limited to an annual growth of 1%, while annual operating expenditures would grow at a much higher rate, especially in today's environment with inflation at a level not seen in over 40 years. The City would also need to account for additional costs in areas such finance and information technology, human resources, and property management since it is very unlikely these costs could be absorbed into existing City operations. These conclusions are not surprising since most cities and towns in the Puget Sound region are part of a regional library services district (e.g., Pierce County Library System, King County Library System and Sno-Isle Libraries).

**Interim Public Park:** The City supports entering into an Interlocal Agreement with PCLS to create and maintain an interim public park at the old downtown library site. The interim public park would feature clean, usable, and safe green



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space and sports amenities, with a focus on youth and senior activities and programming. The City recognizes the PCLS Board of Trustees process of siting and constructing a new main Lakewood library may take years, and supports the use of the vacant old site for an interim public park in the meantime.

**Tenzler Log:** The City agreed to take ownership of the Tenzler Log, a.k.a., “The Big One”, from PCLS so that the slab remained part of the Lakewood community. Ownership transferred in March 2023, allowing the City to take the lead to relocate and preserve the historic slab. The log was moved to Fort Steilacoom Park, to be placed in a viewing enclosure for the public to continue to enjoy.

## COMMUNITY HEALTH & RESILIENCE

### **Chronically Homeless Shelter**

The City supports County ARPA and other funds being allocated for chronically homeless shelter that include wrap-around services for residents experiencing chronic homelessness, including veterans who may require specialized services.

The City encourages the County to identify shelter locations consistent with fundamental GMA policies of having urban growth supported by urban services, including sewer and other appropriate infrastructure.

### **Discretionary Spending of Public Health Resources**

A wave of new funding for addressing public health in Pierce County has come to fruition in recent years. New funding sources include the County’s collection of a one-tenth of one percent Sales and Use Tax for behavioral health such as mental health and substance use disorder treatment. The City supports the use of these funds at the county-wide level for addressing important public health issues, to include more discretionary funding to specifically address public health issues in Lakewood.

### **Opioid Settlement Funds**

The Opioid Epidemic, originating in the 1990s, has progressed into its 'third wave,' characterized by a surge in overdose deaths linked to synthetic opioids, notably illicitly manufactured fentanyl. Pierce County is set to receive \$29 million in funding from various opioid settlements over the next 17 years. These settlements result from the misleading marketing by opioid manufacturers, who falsely portrayed opioids as non-addictive pain management solutions.

The City is projected to directly receive approximately \$1 million over the timeframe of 2022-2038. This funding will be used to address the impacts of the



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Opioid Epidemic on the Lakewood community and the City is collaborating with its Community Services Advisory Board to determine the best use of this funding for our city. Other jurisdictions will each be receiving disbursements as well, with amounts correlating to a formula intended to address the level of impact on each city and county. The settlement requires that expenditures of the settlement funds be reviewed by Opioid Abatement Councils. The City of Lakewood is represented on the Pierce County Opioid Abatement Council (PCOAC), whose role is to ensure that expenditures made are aligned with addressing the impact of the opioid epidemic. The City of Lakewood supports the current status quo that the City has full discretion on how to spend the City's allocated settlement funds to address the opioid epidemic in the Lakewood community, as the PCOAC has no authority to direct expenditures of member jurisdictions.

## PUBLIC SAFETY

### Public Safety

The City supports a commonsense and meaningful approach to public safety policies that protect lives and property and do not erode trust in government. During the 2023 state legislature session, progress was made in this area but there is still more work to be done. In collaboration with other Pierce County municipalities, the City requests the Pierce County Council, Pierce County Executive, Pierce County Prosecuting Attorney, and Pierce County Sheriff, to support the City's following requests of the State Legislature:

- 1) Provide tools to address auto theft and property crime, including increased state funding to grant programs to support regional enforcement and prosecution efforts;
- 2) Commit ongoing state funding for therapeutic courts to satisfy the new state drug possession law; and
- 3) Supply stable state funding for co-responder programs, such as the City's Behavioral Health Contact Team.
- 4) Amend state law to allow for a parent or guardian to provide consent for a juvenile to be interviewed by law enforcement to include consent to search property to resolve unsolved crimes and prevent future incidents.
- 5) Create programs to improve law enforcement retention, such as state supported law enforcement officer wellness and injury prevention programs

### Geographic Equity in Discharge from State Facilities

The City appreciates the State's recent efforts to move toward a more community-based behavioral health system. This transition presents an opportunity to not only provide more accessible services to those who need it



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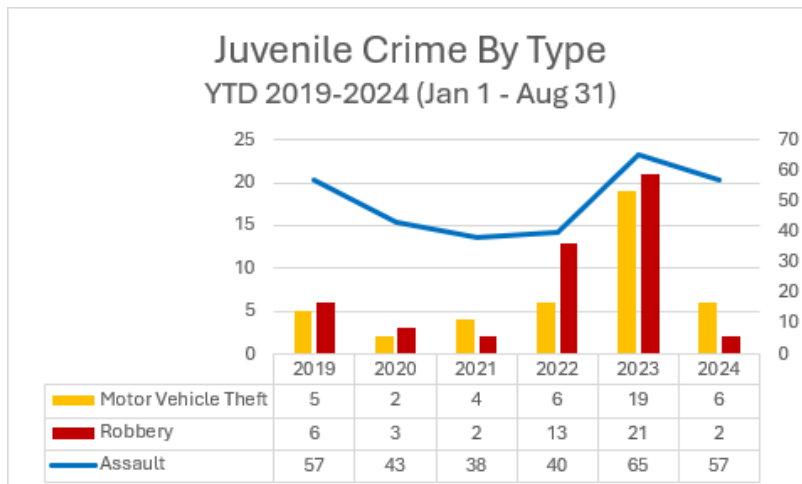
most, but also for the facilities to be more geographically disbursed. Based on the findings from the Residential Facilities report, the County should join the City in requesting that the state invest in long term care facilities in all underserved regions of the state, which may include Pierce County. Secondly, building upon the work of the Sex Offender Policy Board, the County should join the City in requesting that the state should clarify that fair share principles apply to sexually violent predators released from state hospitals and secure community transition facilities. The City requests the County support additional changes so DSHS will have to:

- 1) Per the findings from the April 2023 Commerce Report, the state needs to procure additional services and supports in Olympic, North Central, Great Rivers, Greater Columbia, and King regions. The report also shows that adult family homes in Pierce County are serving a large percentage of Long-Term Civil Commitment (LTCC) patients. Incentivize providers, particularly adult family homes, to provide services in underserved areas.
  
- 2) Institute fair share policies for discharge planning from state hospitals for individuals that have a history of one or more violent acts (extend SB 5163 (2021) policies, that only apply to the Special Commitment Center, to state hospitals).

The City will continue to monitor the Western State Hospital Task Force's evaluation of Pierce County resources.

### Juvenile Crime

Compared to the 5-year average (2019-2023), through August 2024, juvenile robberies have decreased by 78%, motor vehicle theft decreased by 17%, and assaults are up by 17%.





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The City requests the County to support amending state law to allow for a parent or guardian to provide consent for a juvenile to be interviewed by law enforcement to include consent to search property to resolve unsolved crimes and prevent future incidents.

Youth education is also critical component to ensuring criminal behavior is addressed at a young age to prevent the uptick in youth crime experienced by the Lakewood community. The City supports educational efforts to teach youth about the consequences of criminal behavior. Youth education that prevents criminal activity upstream should also include intervention of at-risk youth and their families by connections to social services at an early age, such as Tacoma-Pierce County Health Department's Family Support Partnership.

After contact with the criminal justice system, the City supports the youth continuing education about social service opportunities and criminal consequences through the programs administered at the County-owned juvenile court Remann Hall. The youth justice philosophy deployed at Remann Hall emphasizes keeping offending youth connected to family, community, and education/economic opportunities, yet the City recognizes that often times a family setting that lacks proper social support and opportunities may be the source of negative influence that drives youth criminal behavior.

By both educating at-risk youth and their families about social services, and about the consequences of criminal activity early on, the City hopes that youth criminal activity will be curtailed.

### **Protecting Residents of Adult Family Home Businesses**

The City requests that the County advocate for legislation at the state level to address growing community and public safety concerns related to Adult Family Home businesses (AFHs). AFHs serve adults with functional limitations who need personal and special care. The City supports legislation that protects these vulnerable members of our community by preventing Level 2 and 3 registered sex offenders, sexually violent predators and "felony flips" from residing in Adult Family homes. The City suggests amending the definition of "resident" in RCW 70.128.010 to exclude individuals convicted of sexually violent crimes and crimes that require registration as a sex offender.

### **State Hospital Reentry Program**

The City supports language that would expand the reentry community safety program. The current program is designed for individuals being released from a correctional facility. The City supports expanding the program to apply to patients who are civilly committed after prosecution for a violent offense or who are civilly committed based on criminal insanity.



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### **Enhanced Services Facilities**

Enhanced Service Facilities (ESFs) serve adults with mental and chemical disorders or other impairments that require supervision and daily care. The City requests that the County advocate for legislation that would prohibit Adult Family Home businesses (AFHs) from converting to ESFs, as well as legislation that would prohibit the citing of ESFs in residential neighborhoods.

### **Video Arraignment**

The County does not provide video arraignment for the DuPont, Steilacoom, and Lakewood Municipal Courts. Video arraignments allow the City to safely and effectively provide public defense services to jail populations, such as decreasing the number of jail transports, which are expensive and potentially hazardous. The City requests that the County expand solutions to the issues impeding their ability to provide this service for all hearings. The City supports the County identify a way to provide this service to the DuPont, Steilacoom, and Lakewood Municipal Courts.

### **Pierce County Prosecuting Attorney's Office**

The City relies on the Pierce County Prosecuting Attorney's Office for effective adjudication of significant offenders. The City supports consistent, transparent and timely felony charging and filing from the Prosecuting Attorney's Office. The City also supports regular communication regarding the Lakewood cases reviewed by the Prosecuting Attorney's Office.

## **TRANSPORTATION & INFRASTRUCTURE**

### **Clover Creek Flood Plain**

The City completed an engineering report to generate and evaluate project alternatives to mitigate 100-year flood risk along Clover Creek within the City limits. The City developed a flood model that 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 and would directly affect Joint Base Lewis-McChord mission readiness. The City began to explore flood mitigation alternatives to reduce these potential impacts to the City and I-5, and after collaborating with various state, local, and tribal agencies,

the City Council has chosen to explore a levee in the general flooding area, as this option consists of a flood blocking structure along or setback from Clover Creek





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that would block nearly all flood water from the city and the I-5 corridor within city limits. The City is conducting an elevation survey of the flood area to further develop the levee option. This option provides the most comprehensive flood mitigation benefit. At an estimated cost of around \$20 million, the City will need outside resources, as well as continued collaboration with county agencies such as the Pierce County Surface Water Management and Flood District, to ensure Lakewood residents and neighboring jurisdictions, to include unincorporated Pierce County communities, and the I-5 corridor are safe from this potentially devastating flood event.

### **Flood Control Zone District**

The City encourages the County to move the FCZD to a tiered rate based on risk of flooding. The City supports using flood control funds to mitigate existing risks rather than subsidize new development within the flood zone. The City is also concerned with the potential for the governing board to impose the maximum rate allowable. A tiered rate may also be a funding source for a levee solution addressing the Clover Creek 100-year flood.

### **Pierce County Transportation Coordinating Committee**

The City is appreciative that the Pierce County Regional Council (PCRC) increased the transparency of the Transportation Coordination Committee (TCC), particularly in regards to how TCC scores and determines funding recommendations. TCC has made project score cards available to all member jurisdictions at the end of the scoring process when presented to TCC by subcommittee.

### **Pierce County Sewer Utility**

Historically, Pierce County has not proactively planned for, or built, sewer system expansions in its service area. Rather, private development has been required to extend sewer main systems, with the opportunity to seek at least partial reimbursement via latecomer agreements for oversizing lines to anticipate future development. This policy has led to older, urban sections of the county not having sewer access, and has encouraged leap-frog development, inconsistent with the Growth Management Act.

The City urges Pierce County to proactively plan for and build sewer system expansions in passed-over areas of the county's urban areas as it updates its Unified Sewer Plan, to include Arrowhead/Partridge Glenn. The Pierce County Sewer Utility should change its capital facility planning policies and practices to "do business as a business," meaning that it should be willing and able to construct sewer extensions into incorporated areas. Lakewood is participating in the pending update to the Unified Sewer Plan to assist with updating utility policies.





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### **Future Commercial Airfields - JBLM**

The City opposes the use of JBLM as a commercial airfield as well as the identification of any location that would impede the operations of JBLM. There is strong opposition from the Lakewood congressional delegation, significant concerns raised by the military, identification of such a site as having high congestion issues, no transit service, and rated “unlikely” by WSDOT and “unable to accommodate commercial air service” by PSRC.

## [Parks & Recreation](#)

### **Camp Murray Boat Launch**

The City and Camp Murray have explored options to make improvements at the Camp Murray Boat Launch for the benefit of the public. The boat launch provides public access to American Lake and is currently managed by the Washington State Department of Fish & Wildlife (WDFW). The City could invest in infrastructure development to increase accessibility to American Lake. The City and Camp Murray have agreed to complete a Master Plan for the area, which would identify the options for improvements and allow Camp Murray input into the process. Site improvements include, a pedestrian walkway, to include ADA accessibility and lighting, parking lot improvements, and boat launch ramp improvements, such as moorage dock(s). The City is funding the Master Plan with \$100K in ARPA funds, and will be seeking future funding from the state for improvements

### **Chambers Creek Canyon**

The City has partnered with Pierce County and University Place to work together on the Chambers Creek Trail Project. The majority of the land is owned by Pierce County with sections of the trail and trail heads located in University Place and Lakewood. The 2.5 mile trail through the canyon is expected to be complete by the end of 2024. The final phase includes a span bridge crossing the creek and connecting the trail and our communities. The City is supportive of continuing its partnership with the County and University Place to improve and expand the Chambers Creek canyon trail for residents to safely enjoy. The City also supports the conservation of the canyon’s natural state, in alignment with the City’s shoreline management program. The City supports increasing salmon activity through addressing the dam, either through removal or partial removal, after the County completes prioritized long-term capital improvement projects in the area.

### **Seeley Lake Conservancy Park**

Seeley Lake Conservancy Park contains 48 acres of urban forest land in the heart of Lakewood. The park includes woods, wetlands, natural areas, lake, and a 1.3



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mile perimeter loop trail. The lake is a stormwater collection site with fluctuating water levels which flood portions of the trail during the winter rainy season. In December 2019, the City of Lakewood and Pierce County entered into an agreement to improve the site with the goal of "increasing habitat, recreation, and safety". The City is supportive of continuing its partnership with the County to enhance this area, expand use, and make the site more accessible for all park users.

## ENVIRONMENT

### **Regional Climate Change Efforts**

The City is supportive of the recent increase in regional climate change efforts at the federal, state, county level such as new grant programs for projects mitigating the impacts of climate change, electric vehicle charging station development efforts, as well as the County's new 20-year Solid and Hazardous Waste Management Plan recently adopted by the City. The City is supportive of collaborating with the County on any regional climate change efforts including the ongoing Pierce County Climate Conversation. As the City conducts its work to comply with 2023 HB 1181 and develops a Comprehensive Plan GHG emissions reduction sub-element and a climate resiliency sub-element, the City is supportive of collaborating with the County and other Pierce County municipalities to increase the cumulative benefits of the effort.

## MILITARY AFFAIRS

### **North Clear Zone**

The City requests Pierce County's continued partnership in vacating the Joint Base Lewis McChord (JBLM) North Clear Zone (NCZ), the federally-designated, 3,000-by-3,000-foot safety corridor adjacent to the end of the runway with the highest statistical possibility of aircraft accidents. The NCZ lies partly within the City of Lakewood, and currently includes multiple commercial and industrial businesses that are incompatible with JBLM operations and violate its Air Installation Compatibility Use Zones (AICUZ) safety standards. Lakewood and Pierce County have signed an agreement signifying a commitment to execute a long-range plan that will restore this area to an uninhabited state. The City asks that this agreement continue to be a priority for the County in its local actions and state-level advocacy efforts. The City is appreciative of the County allocating resources for vacating private property located in the NCZ, and further supports additional County resources for continuing this effort.



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### **Statewide Coordination for Federal Military Affairs**

Washington is the 6th in the nation for the number of active-duty military and has five major military installations yet there is no statewide coordination of federal military affairs. The City requests the County join in support of the creation of a cabinet level position within the Governor's office to coordinate federal military affairs.

## GENERAL GOVERNMENT

### **Innovative Service Solutions**

The City supports innovative service solutions and technological advancements that would provide mutual benefits for Pierce County and Lakewood. To improve the delivery of municipal services, the City supports contracting with the County for selective services and advocates for expanding the County's video arraignment capabilities to the DuPont, Steilacoom, and Lakewood Municipal Court, and the continued development of the online building/permit platforms. The City is appreciative of innovative service collaborations with Pierce County such as the PALS+ permitting system and traffic signal contracting. The City also supports continued collaboration with Pierce Transit, to ensure transportation solutions planned in the community, such as bus rapid transit, are consistent with the City's comprehensive plan.

### **Regional Response to Homelessness**

The City of Lakewood supports regional responses to homelessness in Pierce County. Recent efforts include a partnership with Pierce County to house Lakewood homeless at Maureen Howard Place to provide enhanced shelter services for people experiencing homelessness along Lakewood's local Rights-of-Way

### **Clean Buildings Standard Compliance**

Residential and commercial buildings are Washington's second-largest source of greenhouse gas emissions, accounting for 27% of statewide emissions. With the life of a building spanning at least 50-100 years, retrofitting existing buildings to use less energy is the most cost-efficient way to reduce greenhouse gas emissions significantly. To meaningfully reduce these emissions, the legislature passed clean buildings laws in 2019 (HB 1257) and 2022 (SB 5722).

The City has two buildings that must comply with the state standards, City Hall (Tier 1 - over 50k SF) and the Police Station (Tier 2 - 20-50K SF). The Department of Commerce has published target Energy Use Intensity (EUI) targets based on building type and climate zone. The City has completed an Investment Grade Audit (IGA) for City Hall which identifies existing energy use and makes



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recommendations for energy conservation measures. To comply with the state's Clean Building Standard, the City has evaluated several energy efficiency efforts and has identified key improvements that will reduce EUI to comply with the standards. An IGA for the police station is in development so the numbers for that building are not yet known

The City requests the County's support in advocating for the following prioritized requests. First, the City requests additional ongoing state funding, either through a grant program or a direct appropriation, to support compliance with the Clean Buildings Standards. Funding is needed for Phase 2 and 3 of City Hall as well as all upgrades to the Police Station. Second, the City requests the Legislature consider amending the clean building standards to allow for discretion on whether the improvements will add value to the building or result in greater cost savings over time. Finally, the last option is to extend the timeline for compliance to improve access to capital resources.



## **LODGING TAX ADVISORY COMMITTEE (LTAC) MINUTES**

Friday, September 22, 2023  
Council Chambers (and via Zoom)

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### **CALL TO ORDER**

Chair Mayor Jason Whalen called the meeting to order at 8:38 a.m.

### **ROLL CALL** (Committee members announced their presence)

Members present: **In person:** Lakewood Mayor Jason Whalen, Chair; Linda Smith, Lakewood Chamber of Commerce; Dean Burke, President - Travel Tacoma.

Members Absent: DJ Wilkins, Comfort Inn and Suites; Jarnail Singh, President - Comfort Inn and Suites joined after roll call for a short duration.

City staff present: Heidi Wachter, City Attorney; Dana Kapla, Assistant Finance Director; Jennifer Posalski, CED Office Assistant.

### **PUBLIC COMMENTS** - None.

**MEETING MINUTES APPROVAL** - The motion to approve the 2023 LTAC meeting minutes from September 22, 2022 passed unanimously.

### **OPEN PUBLIC MEETINGS ACT and Public Records**

City Attorney Heidi Ann Wachter provided an annual update/training on the Open Public Meetings Act. She discussed the requirement of the training and then provided the information and training to the members. Ms. Wachter concluded her training and asked the members to contact the Legal Department if they have any additional questions in the future.

### **2022 GRANTS STATUS & FUND BALANCE** – Dana Kapla, Assistant Finance Director.

Ms. Kapla gave an overview of the Lodging Tax Advisory Committee process and described the breakdown of the Washington State's lodging taxes paid by lodging businesses. She stated \$3,138,975 was available this year. Of that, \$1,440,104 was available for 4%, which is the unrestricted portion that can also be used for capital, and \$1,698,871 is from the 3% that is restricted for capital purposes only. Member Dean Burke confirmed that the \$3.1M included carryforward, and one-year collection was \$1.13M. Ms. Kapla confirmed.

### **2023 GRANT PROPOSAL PRESENTATIONS**

#### **Grave Concerns Association** – Laurel Lemke, Chair Person

Ms. Lemke stated the association was established in 2020 as a non-profit organization restoring the cemetery in Fort Steilacoom Park where graves were marked with numbers instead of grave markers. There are approximately 3200 burials of which 2000 have been replaced with name plates by Graves Concerns Association. Ms. Lemke stated Grave Concerns mainly does fundraisers, puts in markers, and does grooming in summer months. She also mentioned their three major events in 2023 and hopes to do another one in October. Their plan is to have a video produced by Nitty Gritty and publish another brochure. Ms. Lemke also

noted that some of the money they have requested for next year is to create a website for the public. She described their contact with the public, detailed who they are, and who they would be working with.

Chair Whalen asked what the money is primarily used for and Ms. Lemke stated it is used more for publicity, website, and marketing. Chair Whalen inquired about attendance. Ms. Lemke responded with attendance on various events. Chair Whalen commented that the City may receive the cemetery on Washington Boulevard, so he asked if her organization might be involved with the maintenance or historical work. Ms. Lemke stated they would be likely to consult on ideas. The group discussed location and size of the cemetery in FSP and other historical information.

**Historic Fort Steilacoom Association (HFSA) – Joseph Lewis, Secretary**

Mr. Lewis began by bringing greetings from President Walter Neary and stated that 2024 is a big year for them as it's the 175<sup>th</sup> anniversary of the US Army arriving in the Puget Sound and establishing Fort Steilacoom. Mr. Lewis described how they intend to commemorate this event in various ways. He provided historical information on when they first arrived in 1849 in both Lakewood and Vancouver. They are establishing a planning committee to come up with a series of events to mark the occasion, such as requesting proclamations and scheduling guest speakers. He explained how technology has increased, what type of revenue has dropped, why they had decent recruitment issues, listed various ways they have raised money, and provided historical information of that period. Mr. Lewis concluded by asking a historical question and presenting historical voting information.

Chair Mayor Whalen inquired that if the City owned the buildings would they come back in a few years with a capital request. Mr. Lewis confirmed they would hope so, and how they need to make things ADA compliant.

**Asia Pacific Cultural Center (APCC) - Faaluaina Pritchard, Executive Director**

Ms. Pritchard started by stating that 2024 is their 14<sup>th</sup> Annual Event. She explained APCC teaches, showcases, and represents the 47 nations that make up Asia and the South Pacific. She explained how they were unable to have the events in Lakewood at Clover Park Technical College this year due to construction and lack of power, but plan to bring it back to Lakewood in 2024. Via a slide show, Ms. Pritchard presented statistical information and showcased events such as prayer service, youth events that teach historical information, fashion shows, community dinners, and their final food fest with games. Ms. Pritchard listed some famous people that attended and then thanked the committee for their continued support.

**Travel Tacoma Mt. Rainier Tourism & Sports - Dean Burke, President/CEO**

Mr. Burke stated that they are a county wide destination marketing organization and sports commission for Pierce County. Through a visual presentation, Mr. Burke described that their origination number one job is to generate night stays through meetings, sports, and leisure travel. Mr. Burke provided statistical information on hotel revenue and described their economic impact. He listed their Lakewood specific priorities and provided information on golf, cyclocross, cross county, and baseball. He also described their partnership with Summerfest, Lakewold Gardens, and the Colonial Plaza and spoke of their plans for the future and shared some future events. He closed by briefly explaining how homelessness, drug addictions, crime/vandalism affects tourism and our communities.

**City of Lakewood PRCS – SummerFest – Mary Dodsworth, Parks and Recreation Director.**

Via a PowerPoint presentation, Ms. Dodsworth started by stating this is a free festival that attracts 25,000 people and explained how this participation number is a good for the location and staffing. She described their approach obtaining partnerships/sponsors. Due to the success of the event, she noted that sponsors are now coming to them! Partnerships such as

Virginia Mason Franciscan Health and Amazon advertise for Summerfest and also presented examples of magazines containing SummerFest advertisements. Ms. Dodsworth explained that because they receive an estimated 40% of new attendees each year, they must keep telling their story, adding new activities/events. This year a new activity was added "A Passport for Life." It focused on health, wellness, and art. She also described many of the activities at the event (car show, face painting, kids' activities, live music, circus, balloons, etc.). She presented a video of the new drone show and described how that show came about. She noted that all vendors had to present a free activity to visitors to make this a true-free-event. Ms. Dodsworth then explained why the request is higher this year.

Chair Mayor Whalen asked if the drone show will be included next year. Ms. Dodsworth confirmed and stated this was not part of the request as it is contained in the City's budget.

Chair Mayor Whalen asked how much for the \$193,000 request is staff and administration costs. Ms. Dodsworth explained the labor part is for part time staff only and the remaining is for contract services that support the operation of the event and for paying the entertainers. Additional discussion was had on how the event is free to all.

Member Burke asked if 25,000 people is the ceiling. Ms. Dodsworth stated although Fort Steilacoom Park (FSP) could handle more people, it is the right amount for this site considering the impact it could have on the site. Member Burke asked if there was possibility to ticket programming to generate revenue. Ms. Dodsworth explained that vendors pay fees, and described how they could do ticketed fee with the new baseball stadium. Member Smith added that the free aspect is what makes this event unique and Member Burke agreed and discussed potential events.

**City of Lakewood PRCS – Farmers Market** - Mary Dodsworth, Parks and Recreation Director  
Ms. Dodsworth described the evolution of this event which started with 25 vendors and now has 100 vendors. The location and timing have also changed. While Ms. Dodsworth presented a PowerPoint, she also emphasized the strong partnership they have with the vendors and continued to provide stats on the growth of the market. She discussed the economic impact the market has on the Lakewood community, and briefly discussed the increased sales, the SNAP program, Market Match Program, Healthy Bucks, and the Senior Support WIC. She presented photos of vendors/farmers, showcased the locations in which the vendors came from, and showed some of the activities they offer. She stated that their marketing and branding is the same as SummerFest, and discussed how the program has grown.

Member Smith commented that the Summer Concert Series follows the Farmers Market perfectly to this event and how they ramped up the activities.

**City of Lakewood PRCS – Summer Concert Series** - Mary Dodsworth, Parks and Recreation Director

Ms. Dodsworth stated the concert series moved to Tuesdays to follow the Farmer's Market so it is growing. They have expanded the number of concerts, quality of performers, which in turn has increased participation. Because bands are coming from near and far, they too are bringing their fans to the event, increasing number and economic impact. She shared their marketing strategy through a PowerPoint and said their food vendors at the event do well.

Chair Mayor Whalen asked if they had more money could they have a headliner band for the Summerfest. Ms. Dodsworth said they could pull it off but it would cost much more. Discussion ensued on future growth of Fort Steilacoom Park and what it could be used for and when they could hold them.

**Lakewood Gardens - Tourism** – Susan Warner, Executive Director, Helen Donahue, Contract Grant Writer.

Ms. Warner started by stating their attendance has been increasing by 5,000 year after year and continue to expand their program by producing an abridged version of “A Midsummer Night Dream” which sold out. Ms. Warner had a PowerPoint presentation stat on attendance, how they spend the LTAC funds, and information on where their audience is coming from. She described their partnership with KAKX and King FM, then described how their social media stats have been growing. Ms. Warner presented information on Mayfest, FairyFest, All Hollows’ Eve, Winter Solstice, Rockin’ the Rhodies, Music from Home, Poetry in the Garden, Wagner House Art Series, and their weddings. Ms. Warner state their vision is to be the center for art, music, and nature, which she believes is a quality program for Lakewood. Both Ms. Warner and Ms. Donahue discussed how they have increased their grants through the quality of their programs, and how they strive to be a garden for all seasons.

Chair Mayor Whalen asked, due to the larger ask, if they could provide more about their grants and how they generate revenue. Ms. Warner stated that all the programs were supported by grants one way or another. Ms. Donahue described that the nature of their business is operations which is the hardest to fund. The grants do not fully fund the programs, therefore LTAC funding provides support for operations and support where grants cannot. They described how they are continuing to grow their programs and sustain attendance. The group discussed how they could raise additional revenue.

**Lakes Cross Country Booster Club** - Peter Johnson, President.

Mr. Johnson presented a PowerPoint and mentioned they are inspired by Joe Clark, who coaches Lakes Highschool cross country team and who has grown the program to what it is today. The Fort Steilacoom Park XC Invitational program started in 1998 and featured 15 teams with 350 participates. Mr. Johnson explained how the program has grown over the years. In 2023 they saw 3478 runners cross the finish line, representing 111 teams (made up of 95 high schools and the rest being middle school and club teams). Mr. Johnson explained the effect the pandemic had on the program and how it impacted running. He provided program stats on where the participants and spectators were from, how they get their estimates, and the economic impact it has on the community. Mr. Johnson stated they worked with Brynn Grimley to create a website, and then described what it takes to put on the program (parking, sponsors, vendors, food court, chip timing). The group discussed how they started and how they might grow.

**Lakewood Historical Society (LHS)** – Ed William, President; Phil Raschke, Vis President; Sue Scott.

Mr. William introduced Sue Scott and Phi Raschke. Mr. Raschke started by providing a brief history of the museum and provided photos of their history, location, restoration, and changes via a PowerPoint presentation. He briefly spoke about Ben and Willard, the historical cabin and diary, various films, and the media room. He emphasized they have 9 volunteers, no paid staff, and 1 part-time consultant which creates exhibits. He displayed and briefly described yearly key expenses, their collections project, the collections proposal, projected estimated income, listed current goals, and provided projected shortfalls. He went over his current goals, such as hosting historical events, placing historical markers, publications, exhibits, operating hours, and expanding membership, board members, and traffic building programs. Mr. Raschke described Titan and Titanic, Library exhibits, Motor Ave street activities, Ivan, markers, historic programs, Christmas program, and collections.

Member Burke asked for the total number of people who come through their door. Mr. Raschke said it averages 800 and elaborated on facilities and location.



Chair Mayor Whalen asked where they were on their lease, rate and term on the operating side. Mr. Raschke said they had 18 to 20 months on the lease.

**Lakewood Arts Foundation, Lakewood Community Playhouse dba Lakewood Playhouse and Lakewood Institute of Theatre** – Erin Chanfrau, Interim Theatre Administrator; Gail Thomason, Treasurer

Ms. Chanfrau shared their new look, new vibe and new approach, which is to be a theatre for the entire community. Ms. Chanfrau explained they provide a completely unique theatre experience by operating entirely in-the-round, which provides dynamic storytelling, intimate audience experience, and a focus on the best use of resources. Ms. Hansen showed a PowerPoint emphasizing their contemporary season, emphasis on global majority and underserved communities, and outreach. She discussed their mainstage, education program, space for the community, and listed some of their programs. She provided stats on location of visitors, ticket numbers, renewal season ticket holder rate, and how they are moving forward through their rebranding, campaigning, social media content, and building recognition for their space. To build recognition for their space, Ms. Chanfrau described their relationship with the well-known, seasoned mural artist Jeremy Gregory that has provided his work to many walls, outside (and inside) of buildings, apartment and condo areas. She felt a mural from him could make their building more recognizable and showcase the community. She showcased their merchandise, talked about unexpected changes, and described how they had ended their fiscal year in the black which is not common in the theatre world.

Chair Mayor Whalen asked whether they had thought of offering music in the round or stand-up comedy. Ms. Chanfrau said yes and yes. The group discussed how to grow programs.

Chair Mayor Whalen asked about their potential capital ask. Ms. Hansen described future possible capital campaigns and the possibility of a capital ask. They discussed how a mural on the outside would help them become identifiable, provide more recognition, and represent the community. Discussion of the mural continued and the total estimated cost for the mural would be \$7,000.

**City of Lakewood PRCS – Saturday Streets Festival** – Mary Dodsworth, Parks and Recreation Director

Ms. Dodsworth described the growth of the downtown core for Lakewood and how it helped create the idea of a Saturday Street Festival. Ms. Dodsworth presented a PowerPoint providing a marketing flyer from the event and described some of the vendors, activities, and entertainment they provide to enjoy the area. She also presented clips and photos from their live events, dance demonstrations, entertainment, and described how they encourage participation. She mentioned some of their partners, entertainers, and vendors, such as Clover Park School District, Lakewood Multicultural Coalition, West Pierce Fire and Rescue, Lakewood Police, and car shows. Ms. Dodsworth discussed why they provide this program and how it impacts the community by generating tourism, community engagement, and cultivates community and family traditions. Ms. Dodsworth discussed the difficulties for evening events/markets.

Chair Mayor Whalen asked if there were any winter events. Ms. Dodsworth explained the difficulty with winter weather without indoor space. The group discussed how this event could grow.

Member Smith commented that rental space in this location may be cost prohibited for non-profit and she asked if they had reconsidered fee structure. Ms. Dodsworth said that it is up to the Council, but from a risk management and safety perspective there is a lot that goes into it such as blocking off space, road closure, and hiring police. Ms. Dodsworth stated that they should talk to the Council about this.

**City of Lakewood PRCS – Fiesta De La Familia – Mary Dodsworth, Parks and Recreation Director**

Ms. Dodsworth described how the event started as a street festival and how it has grown and moved from downtown to Fort Steilacoom Park. She described the event's diversity celebrating Hispanic and Latinx heritage, culture, and traditions, and how it creates tourism, increase an economic impact, and the relationship they have created. She presented photos of some of the bands, music, dances, arts, and described some of the other activities. Ms. Dodsworth mention their community partners (schools, fire department, police department, etc.) and how children proudly showed up to the event in their heritage clothing. They plan on bringing in new people and growing the event. They discussed other potential art activities.

Member Burke asked if this event was City owned. Ms. Dodsworth confirmed that is was. He then followed up by asking what ethnicity gets a festival. Ms. Dodsworth explained that comes from partnerships that approach the City. Mr. Burke asked if the City would eventually step away from this and let the community take over, and then move to a different part of the community. Ms. Dodsworth said in a perfect world this would be correct, but in Lakewood there are not large groups (yet) to do this, but hopefully one day there would be. Chair Mayor Whalen commented that perhaps the Multicultural Coalition could be a conduit to many other cultural events.

**Lakewood Sister Cities Association — International Festival - Connie Coleman-Lacadie, President**

Ms. Coleman-Lacadie stated 2024 would be their 9<sup>th</sup> year with SummerFest so they will be adding and expanding to showcase their diverse community (14 to 16 cultures). She mentioned they will be adding a professional sound system and other equipment for a better entertainment experience. Ms. Coleman-Lacadie presented a dragon performance, fire dance group, and described how these activities are teaching experience. This activity is for one day at SummerFest. She described the activities at the event and projected activities. They plan on increasing marketing with new promotional ads and purchasing additional canopies. They discussed what the funding supports, how activities have changed each year, and the groups included.

**City of Lakewood Communications – Foreign Delegation Visit/Lakewood Sister City - Brynn Grimley, Communications Manager**

Ms. Grimley presented historical information/timeline on the Sister City organization, and how it promotes peace through people-to-people relationship and provides a cultural exchange program. She presented photos from a recent visit to Gimhae City in May 2023 (attending Mayor Jason Whalen, Deputy Mayor Mary Moss, City Manager John Cauldfield) and how they were very thoughtful in preparing and organizing their visit. Gimhae City hosted the delegation, paying for accommodations and events for four days. In return, the City will be hosting 10 people from Gimhae planned for July 2024. Proposed events would include SummerFest, Lakewood sister Cities International Festival, and visits showcasing Lakewood, Pierce County and the State. This project will serve the people of Lakewood by strengthening ties with Gimhae and sharing interests such as economic development opportunities, support of families, promotion of education and cultural awareness, and student exchange programs.

**City of Lakewood Communications – Marketing Promotions –Brynn Grimley, Communications Manager**

Ms. Grimley shared their project goals for their “Nearcation” campaign and provided a brief historical timeline of the market campaign for the City. She mentioned they have increased

the ask from 60K to 75K, and explained why it has increased. Ms. Grimley stated they know more now and understand that positive, professional, and consistent marketing benefits the City. It brings more awareness to events, increases economy, and increases tourism. She presented marketing and promotion details for SummerFest and Fort Steilacoom Invitational, and discussed how this strategy can translate to other events in Lakewood. She presented their 2024 goals which include targeted marketing, outreach to event organizers, developing more assets, ads & SWAG.

Member Burke asked who do they use for their microsites. Ms. Grimley stated Hemisphere is their design marketing firm. Marketing strategies, microsites, and other funding were discussed.

Member Smith asked if there were a correlation of shared funding with Summerfest. Ms. Grimly stated the marketing funding was shared between the two groups (SummerFest and Marketing and Promotions), however things may change going forward to where Marketing would take care of all marketing.

#### **Lakewood Chamber of Commerce – Tourism - Linda Smith, President/CEO**

Ms. Smith stated the Chamber is proud to serve as the lead destination marketing organization for Lakewood and their objection is to entice visitors as well as provide tourist information and services to visiting public. Ms. Smith explained how their objective is to bring people to extend their stay via their website and location. Ms. Smith provided visitor data, listed the services and products they provide, and future publications. She presented promotional commercials for Summer and Fall which create the mood for the season. She then navigated through their website, showing an autumn publication showcasing many possibilities for a two day stay, listed some activities, accommodations/vendors in Lakewood. She demonstrated how a visitor could find, activities/businesses, calendars, and vendors. She provided visitor and media stats and then shared a video on how to locate information on their map which will be released later this year. She also mentioned they are working on a portable touch-free kiosk.

Member Burke suggested Member Ms. Smith contact him as his organization is getting non-portable kiosks for free and that they should discuss.

Chair Mayor Whalen asked if they promote all vendors on their site. Ms. Smith confirmed. Chair Mayor Whalen continued by asking if paid member vendors get a more elaborate site. Ms. Smith said no, as of now they all get a similar site.

#### **GRANT FUNDING DECISIONS**

LTAC deliberations commenced.

The motion to approve proposals as presented at \$1,119,800 was passed unanimously, followed by a motion to amend that motion and add \$7,000 to Lakewood Playhouse to cover the cost of the mural for their marketing campaign, for a new total of \$1,126,800. The amended motion was moved and seconded that the final allocation be approved.

With no further discussions, the motion to approve the amended motion was passed unanimously.

Member Burke requested a meeting for a study session in early 2024 with the committee to discuss best practices and ideas from other committees from the State. Committee agreed.

**LAKWOOD LODGING TAX ADVISORY COMMITTEE RECOMMENDATIONS**

2023 Requests for 2024 LTAC Grant Funds  Applicant	Total Project Cost	Funding Request			Recommended Funding		
		Non-Capital	Capital	Total	Non-Capital (4%)	Capital (3%)	Total
Grave Concerns Association	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	10,000	-	10,000
Historic Fort Steilacoom Association	17,000	15,000	-	15,000	15,000	-	15,000
Asia Pacific Cultural Center	42,600	15,000	-	15,000	15,000	-	15,000
Travel Tacoma - Mt. Rainier Tourism & Sports	4,016,415	115,000	-	115,000	115,000	-	115,000
Lakewold Gardens	200,000	200,000	-	200,000	200,000	-	200,000
Lakes Cross County Booster Club	6,500	6,500	-	6,500	6,500	-	6,500
Lakewood Chamber of Commerce	112,000	112,000	-	112,000	112,000	-	112,000
Lakewood Historical Society & Museum	58,000	39,500	-	39,500	39,500	-	39,500
Lakewood Playhouse <sup>1</sup>	30,000	28,000	-	28,000	35,000	-	35,000
Lakewood Sister Cities Association	24,500	23,950	-	23,950	23,950	-	23,950
City of Lakewood - Gimhae Delegation Visit	35,000	35,000	-	35,000	35,000	-	35,000
City of Lakewood - Marketing Promotion	75,000	75,000	-	75,000	75,000	-	75,000
City of Lakewood - SummerFEST	250,000	193,000	-	193,000	193,000	-	193,000
City of Lakewood - Farmers Market	93,000	78,000	-	78,000	78,000	-	78,000
City of Lakewood - Pavillion Concert Series	54,000	30,000	-	30,000	30,000	-	30,000
City of Lakewood - Saturday Street Festival	30,000	15,000	-	15,000	15,000	-	15,000
City of Lakewood - Fiesta de la Familia	52,000	27,000	-	27,000	27,000	-	27,000
	<b>\$ 5,106,015</b>	<b>\$ 1,017,950</b>	<b>\$ -</b>	<b>\$ 1,017,950</b>	<b>1,024,950</b>	<b>-</b>	<b>1,024,950</b>
CPTC McGavick Center - Committed, Annual Payment	\$ 101,850	\$ -	\$ 101,850	\$ 101,850	-	101,850	101,850
	<b>\$ 5,207,865</b>	<b>\$ 1,017,950</b>	<b>\$ 101,850</b>	<b>\$ 1,119,800</b>	<b>1,024,950</b>	<b>101,850</b>	<b>1,126,800</b>
				<b>2024 Available funds =&gt;</b>	<b>\$ 1,440,104</b>	<b>\$ 1,800,721</b>	<b>\$ 3,240,825</b>
				<b>Ending Balance =&gt;</b>	<b>\$ 415,154</b>	<b>\$ 1,698,871</b>	<b>\$ 2,114,025</b>

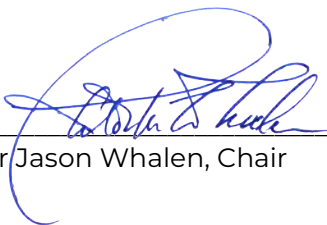
<sup>1</sup> Lakewood Playhouse: An additional \$7,000 was added to accommodate for the marketing and promotional painted wall mural by artist Jeremy Gregory.

**ADJOURNMENT** - Chair Mayor Whalen adjourned the meeting at 3:13 p.m.

For the full video of this meeting go to the [City of Lakewood YouTube channel](https://www.youtube.com/watch?v=z6SYKnUtIVM) and visit the following link: <https://www.youtube.com/watch?v=z6SYKnUtIVM>

Minutes:

  
 Dana Kapla, Asst. Finance Director (Preparer)

  
 Mayor Jason Whalen, Chair



**Lakewood Planning Commission  
April 3, 2024 Meeting Minutes**

**WELCOME/CALL TO ORDER**

Mr. Robert Estrada, Chair, called the meeting to order at 6:32 p.m.

**ROLL CALL**

**Planning Commission Members Present** Robert Estrada, Chair; Phillip Combs, Vice Chair; Linn Larsen, Mark Herr, Ellen Talbo, Sharon Wallace, and Philip Lindholm.

**Planning Commission Members Excused** None.

**Planning Commission Members Absent** None.

**Staff** Tiffany Speir, Long Range & Strategic Planning Manager; and Karen Devereaux, Administrative Assistant

**Youth Council Liaison** None in attendance

**Council Liaison** Councilmember Paul Bocchi was not present.

**APPROVAL OF MINUTES**

The minutes of the meeting held on March 20, 2024, were approved by voice vote 7-0 as written. M/S/C Larsen/Lindholm.

**AGENDA UPDATES** None.

**PUBLIC COMMENT**

Renee Buck, Clover Creek Watershed Council (CCWC) spoke in favor of the CCWC's work and thanked Lakewood for conducting annual reviews of shoreline restoration activities.

Vicky Stanich spoke in favor of CCWC's work and submitted a memorandum describing successful work performed in that Lakewood could emulate.

Mr. Ebrahim Mirjalili, Edgewood Park neighborhood residence, spoke in opposition to the city's planned improvements to the park which will affect an area near his home.

**PUBLIC HEARING** None.

**UNFINISHED BUSINESS** None.

**NEW BUSINESS**

**2024 Shoreline Restoration Activities Update**

Dr. Derek Faust presented a summary of work performed by the CCWC in 2023. He also presented evidence about the loss of water flow in Clover Creek as well as lower water levels in lakes in the City. Dr. Faust also provided the CCWC's shoreline recommendations for action items to the City, including:

2022-2023 Recommendation	Accomplished
Support the CCWC Small Grants program	<b>YES</b> – Thank You!
Consult with Lakewood Water District and Pierce County to use the USGS model on steps that could be taken to improve creek flow	<b>Not yet</b> – model not yet released, but have not heard that Lakewood is pursuing doing this
Continue annual review & and update, if needed, the Lakewood Shoreline Restoration Plan	<b>Annual Review – Yes</b> (here we are) Update – <b>Is update needed or rather follow current plan?</b>
Support staff attendance at CCWC meetings and provide updates on City activities	<b>Occasional attendance.</b> Would be great to have consistent attendance and receive updates



**Follow Shoreline Restoration Plan  
Component of the Shoreline Master Program**

**CCWC contributed to its  
formulation**

**Comprehensive Plan goals and  
policies relating to shoreline and  
other natural features → serve as  
foundation of the City's restoration  
strategy**

**Restoration policies**

- **System-wide**
- **Shoreline Management Act**
- **CCWC Action Plan**



**2019 Shoreline Management Plan includes:**

Targets for reducing shoreline armoring

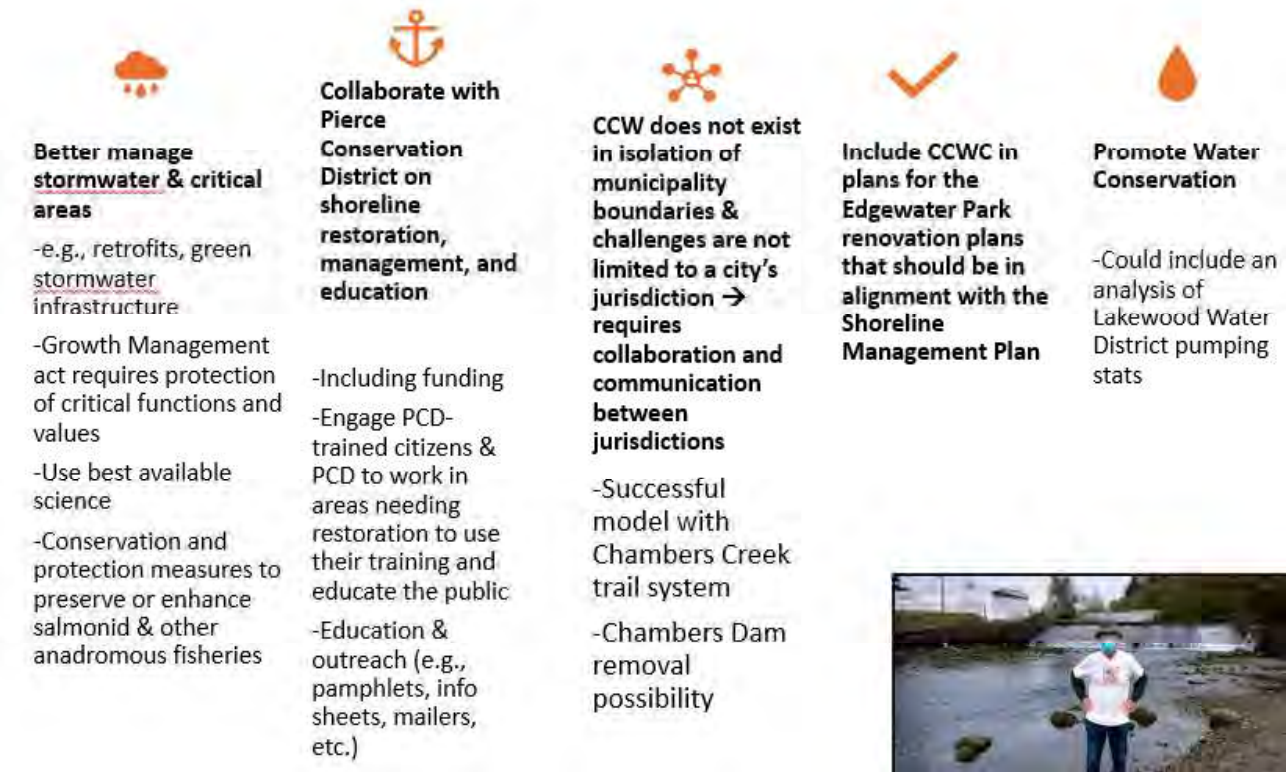
Need for homeowner education about runoff (pesticides and fertilizers)

Value of native plants

Management plans for City's lakes (water quality, aquatic vegetation management, & upland vegetation enhancement

BUT no management of the lakes, except for Waughop Lake (Alum treatments) & American Lake and Lake Loise (homeowner driven)





Review of 2024 Lakewood Transportation Audit

Tiffany Speir summarized the 2024 Transportation Audit conducted in preparation for the 2024 Comprehensive Plan Periodic Review (24CPPR). The purpose of the audit was to utilize available data to:

- estimate likely transportation conditions in 2044 Lakewood to incorporate into the 2024 Comprehensive Plan;
- determine whether further travel demand analysis is necessary; and, if so,
- present options for moving forward to maintain the Lakewood Transportation Element in compliance with PSRC certification standards while ensuring alignment with other elements of the Comprehensive Plan.

In summary, the audit found:

- Household and employment increases between 2030 and 2044 are significant, but are concentrated into the Downtown and Station District Subareas could contribute to more sustainable transportation outcomes citywide in the long term. The overall estimated increase in vehicle miles traveled between 2030 and 2044 are not evenly distributed throughout the city's streets.
- By concentrating growth in specific districts, the city may achieve more sustainable transportation outcomes.
- The estimated 10% increase in overall vehicle miles traveled between the 2030 and the 2044 Comprehensive Plan planning horizons may be mitigated by recent traffic declines of about 5% on Lakewood's local streets observed between 2016 and 2022.

The Audit proposed three options for the City in its preparation of the 24CPPR:

- “Limited Effort”: Policy makers could decide that the likely increase in vehicular travel of about 10 percent is not significant enough to warrant further analysis. In that case, the prior analysis that was done for the currently adopted plan could be transferred to the new plan and thus not require further evaluation of project needs.
- “Selected Analysis”: A more focused analysis could be undertaken in areas where higher vehicle miles traveled (VMT) increases are planned (i.e., the Downtown and Station District Subareas.) Data plots could be used to identify locations of potential network gaps that could lead to congestion or other forms of mobility limitations.
- “Full Update”: Update the prior transportation needs analysis and confirm capital project needs across the City. This would require the development of a model dataset for the proposed Year 2044 plan and the subsequent transportation needs analysis, a much larger undertaking.

Ms. Speir reported that the City conducted a “selected analysis” of transportation impacts for the 24CPPR. The Commission discussed whether a full transportation analysis should be conducted when possible to investigate changes in transportation system needs in the future; the Commission’s consensus was that one was needed. Ms. Speir reported that Lakewood had applied for a federal RAISE grant to conduct a citywide transportation analysis, and would hear back on the results of the grant in June 2024.

## **REPORTS**

**Council Liaison Comments** None.

**City Staff Comments** None.

**NEXT MEETING** The Planning Commission would next meet on April 17, 2024.

**ADJOURNMENT** Meeting adjourned at 8:13 p.m.

  
Robert Estrada (Sep 17, 2024 15:35 PDT)

Robert Estrada, Chair

  
Karen Devereaux (Sep 18, 2024 08:46 PDT)

Karen Devereaux, Clerk





**Lakewood Public Safety Advisory Committee  
Meeting Minutes**

**MEETING PLACE/DATE:**

Lakewood Police Department, April 3, 2024

**CALL TO ORDER:**

5:17 p.m.

**ATTENDANCE:**

**Lakewood Public Safety Advisory Committee Members Present:** Alan Hart, Mark Piela, Karen Ferreira, Kamarie Wilson, Ray Dotson, Tod Wolf, and Teresa Imholt-King

**Lakewood Public Safety Advisory Committee Members Excused:** James Hairston, Ray Dotson, Martin Pullman, and Ken Witkoe

**Staff:** Acting Captain Brian Markert and Committee Staff Support Joanna LaVergne, Administrative Assistant

**Youth Council Liaison:** Kaitlyn Miller, and Dylan Pant

**Council Liaison:** Trestin Lauricella

**West Pierce Fire and Rescue Liaison:** Deputy Chief Hallie McCurdy

**APPROVAL OF MINUTES**

Mark Peila motioned to approve the minutes. All ayes; minutes approved.

**PUBLIC COMMENT:**

No public comment.

**PUBLIC SPEAKER:**

Serena Rotondo and Nathan Johnson, Emergency Management Coordinators, West Pierce Coalition

Serena Rotondo and Nathan Johnson presented the West Pierce Coalition and their purpose and goals to the committee. Discussion ensued.

**CITY COUNCIL LIAISON COMMENTS:**

Councilmember Trestin Lauricella discussed the City Council Retreat, where it was agreed that Public Safety was still their top priority, as well as improving the downtown area.

Councilmember Trestin Lauricella invited everyone to come out for Parks Appreciation Day on March 27<sup>th</sup> to help clean up the area parks. Fort Steilacoom, Springbrook, American Lake and Harry Todd were all participating this year.

**FIRE DEPARTMENT COMMENTS:**

Deputy Chief Hallie McCurdy discussed WPFR's call for service for the month of March, which saw a 6% increase from last year, and also stated that they had just held their 50<sup>th</sup> CERT class. Discussion ensued.

Committee member Alan Hart asked about their Squad program as well as their CARE program. Discussion ensued. Deputy Chief McCurdy will connect Joanna LaVergne and CARE Nurse Karen Gilbert to schedule her to present the CARE Program to PSAC.

**POLICE COMMENTS:**

Acting Captain Brian Markert discussed the change in legislature regarding pursuits. Discussion ensued.

Committee member Tod Wolf stated that he had gone on a ride along with Sergeant Fraser and he had really enjoyed it, and felt he learned a lot. Committee Chair Kamarie Wilson and Committee member Teresa King shared their ride along experiences as well. All three found it educational, and fun, and highly recommended it to any members who had not gone yet, and thanked LPD for allowing them to participate.

Acting Captain Markert stated that the Citizens Academy was another great

way to learn more about the PD; Joanna LaVergne shared that the next Citizens Academy starts June 11<sup>th</sup>, and she would notify PSAC as soon as the application process opened.

Acting Captain Markert informed everyone about the Lieutenant to Captain title change within LPD. Discussion ensued.

### **YOUTH COUNCIL COMMENTS:**

Dylan Pant stated he had nothing new to share, but the Youth Council had some things they were working on.

### **UNFINISHED BUSINESS:**

#### **Board Comments:**

Chair Kamarie Wilson asked about the Business Public Safety Survey. Discussion ensued. Vice- Chair Karen Ferriera stated that the sub committee needed the results from the City's Citizen Survey, sent out in January, so as not to replicate questions. Joanna LaVergne will reach out to Michael Vargas to come present the results to PSAC, and she will get a copy of the survey to send to the subcommittee (and all PSAC Members) so the subcommittee can complete their recommendations list to present at next meeting.

Chair Kamarie Wilson asked about Truck and Tractor Day. Discussion ensued, but because Committee member/subcommittee member Martin Pullman was out, this will have to be discussed further next meeting.

### **NEW BUSINESS:**

#### **Board Comments:**

Preview of next meeting included confirming if Community Involvement in Legislature was still an active topic. Councilmember Trestin Lauricella stated that was mostly for the last legislative session, so this could be removed for now.

Alan Hart stated he hasn't been able to find the Dashboard on the website and asked where it went. Discussion ensued. Councilmember Trestin Lauricella said he would ask City Manager Caulfield, and Joanna LaVergne stated she thought Communications Director Brynn Grimley had removed it to revamp it, so she would check in with her, as well.

**REPORTS FROM BOARD MEMBERS AND STAFF:**

**Board Comments:**

No committee members had an update to share.

**ADJOURNMENT:**

Mark Peila motioned to adjourn the meeting; all ayes. Meeting adjourned at 6:56 p.m.

*Joanna LaVergne* 10/2/24  
Joanna LaVergne, Staff Person/Minutes



## **Arts Commission Meeting Minutes**

**Monday, May 6, 2024, 5:00p.m.**

City of Lakewood – American Lake Conference Room  
6000 Main Street SW Lakewood, WA 98499

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

Telephone via Zoom: 253.215.8782 Participant ID: 996 7750 5460

### **CALL TO ORDER**

Emily Feleen called the meeting to order at 5:07 p.m.

### **ROLL CALL**

Arts Commission Members Present: Emily Feleen-Chair, Earl Borgert-Vice Chair, Shauna Alexander, Sylvi Estrella, Paige Hansen, Laura Martinez, Lani Neil, Darryl Owens, Lua Pritchard, Phil Raschke, Adriana Serrienne, Susan Warner

Staff Present: Sally Martinez- Recreation Coordinator, Nikki York- Office Assistant

Youth Council Liaison Absent: Jaqueline Rodriguez-Leal, Ruffaro Guzha, Marcos Rivera

City Council Liaison Absent: Patti Belle

### **APPROVAL OF MINUTES**

LUA PRITCHARD MOVED TO ADOPT THE ARTS COMMISSION MEETING MINUTES OF MARCH 4, 2024. SECONDED BY LANI NEIL. VOICE VOTE WAS TAKEN AND MPU.

### **PUBLIC COMMENT**

None.

### **NEW BUSINESS**

None.

### **UNFINISHED BUSINESS**

## Signal Box Wraps

The Commission reviewed artwork and decided on the artists and locations as shown below.

Interstate 5 Hwy & 512	Rebecca Morgan & Bill Gibbs
South Tacoma Way & 100th St SW	Adam Welch
100th St SW & 40th St SW	Bill Gibbs
100th St SW & Lakeview Ave SW	Taylor Keller
100th St SW & David Lane SW	Han Crimi
100th St SW & Lakewood Dr SW	Rodney King
Lakewood Dr SW & Bridgeport	Rich Reynolds
100th St SW & 59th Ave SW	Holly Robin
Gravelly Lake Dr SW & Alfaretta St SW	Laurie Davenport
Steilacoom Blvd. & Ardmore	Chrystine Westphal

Artists that were selected for the waiting list include Annie Lynn, Ashley Morgan, Brandi LaPointe, Charles Burt, Charlotte Hanley, Ron Snowden, Sirus Singchalot-Butler, Renee Taylor, Madisen Wilde, Rich Reynolds, Robert Sanchez, Kelly Loney and Diny Winkle.

## Rotating Art

Pierce College Faculty Artist Reception was on April 15<sup>th</sup>. They were pleased. Thank you to everyone that came. 3<sup>rd</sup> Quarter Reception will be for Sylvi Estrella and Laurie Davenport on September 16<sup>th</sup> from 5 p.m. – 7:00 p.m. A date will need to be determined for the 4<sup>th</sup> Quarter Pierce College Student Reception. Emily Feleen will ask but it will probably be in October. The Commission discussed ways to get more people to attend.

## NEXT MEETING

The next regular meeting of the Arts Commission is scheduled for Monday, June 3, 2024 at 5:00 p.m. in the American Lake Room at Lakewood City Hall, 6000 Main St SW, Lakewood, WA 98499

Farmers Market Opening Day is Tuesday June 4<sup>th</sup> from 2:00 p.m.-7:00 p.m. at Fort Steilacoom Park.

## ADJOURNMENT

There being no further business, the meeting adjourned at 6:06 p.m.

  
\_\_\_\_\_  
Emily Feleen, Chair

  
\_\_\_\_\_  
Sally Martinez, Recreation Coordinator





## **Arts Commission Meeting Minutes**

**Monday, June 3, 2024, 5:00p.m.**

City of Lakewood – American Lake Conference Room

6000 Main Street SW Lakewood, WA 98499

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

Telephone via Zoom: 253.215.8782 Participant ID: 996 7750 5460

### **CALL TO ORDER**

The meeting was called to order at 5:09 p.m.

### **ROLL CALL**

Arts Commission Members Present: Shauna Alexander, Sylvi Estrella, Paige Hansen, Laura Martinez, Lani Neil, Darryl Owens, Lua Pritchard, Phil Raschke, Adriana Serrienne, Susan Warner

Arts Commission Members Excused: Emily Feleen-Chair, Earl Borgert-Vice Chair,

Staff Present: Sally Martinez- Recreation Coordinator, Nikki York- Office Assistant

Youth Council Liaison: TBD

City Council Liaison Absent: Patti Belle

### **APPROVAL OF MINUTES**

PHIL RASCHKE MOVED TO ADOPT THE ARTS COMMISSION MEETING MINUTES OF MAY 6, 2024. SECONDED BY LANI NEIL. VOICE VOTE WAS TAKEN AND MPU.

### **PUBLIC COMMENT**

None.

### **NEW BUSINESS**

**Periko the Artist:** Gerardo Pena aka Periko the Artist was a guest speaker. Ongoing education presentation “How Art Commissions can best work with Artists so they can produce their best work.” He shared his story, provided background information on his experiences and shared images of his artwork and discussed his experience with public art.

**UNFINISHED BUSINESS**

**Signal Box Wraps**

The Commission reviewed artwork and decided on the artists and locations as shown below.

Interstate 5 Hwy & 512	Rebecca Morgan & Bill Gibbs
South Tacoma Way & 100th St SW	Adam Welch
100th St SW & 40th St SW	Bill Gibbs
100th St SW & Lakeview Ave SW	Taylor Keller
100th St SW & David Lane SW	Han Crimi
100th St SW & Lakewood Dr SW	Rodney King
Lakewood Dr SW & Bridgeport	Rich Reynolds
100th St SW & 59th Ave SW	Holly Robin
Gravelly Lake Dr SW & Alfaretta St SW	Laurie Davenport
Steilacoom Blvd. & Ardmore	Chrystine Westphal

Artists that were selected for the waiting list include Annie Lynn, Ashley Morgan, Brandi LaPointe, Charles Burt, Charlotte Hanley, Ron Snowden, Sirius Singchalot-Butler, Renee Taylor, Madisen Wilde, Rich Reynolds, Robert Sanchez, Kelly Loney and Diny Winkle.

**Rotating Art**

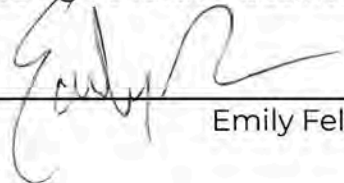
Pierce College Faculty Artist Reception was on April 15<sup>th</sup>. They were pleased. Thank you to everyone that came. 3<sup>rd</sup> Quarter Reception will be for Sylvi Estrella and Laurie Davenport on September 16<sup>th</sup> from 5 p.m. – 7:00 p.m. A date will need to be determined for the 4<sup>th</sup> Quarter Pierce College Student Reception, it will probably be in October. The Commission discussed ways to get more people to attend.

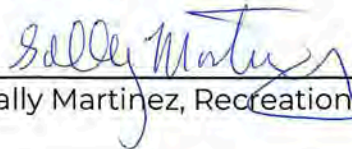
**NEXT MEETING**

The next regular meeting of the Arts Commission is scheduled for Monday, August 5, 2024 at 5:00 p.m. in the American Lake Room at Lakewood City Hall, 6000 Main St SW, Lakewood, WA 98499

**ADJOURNMENT**

There being no further business, the meeting adjourned at 6:28 p.m.

  
 \_\_\_\_\_  
 Emily Feleen, Chair

  
 \_\_\_\_\_  
 Sally Martinez, Recreation Coordinator





## Lakewood Planning Commission June 5, 2024 Meeting Minutes

### **WELCOME/CALL TO ORDER**

Mr. Philip Combs, Vice Chair, called the meeting to order at 6:30 p.m.

### **ROLL CALL**

**Planning Commission Members Present** Robert Estrada, Chair; Phillip Combs, Vice Chair; Linn Larsen, Mark Herr, Ellen Talbo, and Philip Lindholm

**Planning Commission Members Excused** Sharon Wallace

**Planning Commission Members Absent** None.

**Staff** Tiffany Speir, Long Range & Strategic Planning Manager; and Karen Devereaux, Administrative Assistant

**Youth Council Liaison** None in attendance.

**Council Liaison** Councilmember Paul Bocchi was present.

### **APPROVAL OF MINUTES**

The minutes of the meeting held on May 15, 2024, were approved by voice vote 5-0 as written. M/S/C Larsen/Lindholm. (Ellen Talbo arrived after the vote was completed.)

**AGENDA UPDATES** None.

**PUBLIC COMMENT** None.

### **PUBLIC HEARING** *2024 Comprehensive Plan Periodic Review*

Ms. Speir reviewed the 24CPPR Package which includes a) 2024 Policy and Plan Updates of a reorganized Comprehensive Plan with updated goals, policies, zoning, background documents and appendices, and policy audit; b) The 2024 Development Regulations Updates which include Critical Areas Ordinance (CAO) amendments in LMC Title 14; other 24CPPR required regulation amendments in LMC Titles 18A, 18B, and/or 18C; Short Term Rental regulations; and Public Noticing regulations (HB1105); and c) The 2024 Supplemental Environment Impact Statement with a focus on transportation and parking impacts from housing densification, and information regarding Downtown Subarea Transportation Mitigation Fee (TMF) Program.

Ms. Speir noted that staff recommendations include holding the public hearing open until Commissioners will take action on July 10. A request will be made to City Council if adopted in July, to wait until January 1, 2025, to put it into effect so that staff can prepare for all the changes.

Mr. Robert Estrada, Chair, opened the floor for public comment from online viewers first.

Christinia Manetti, Lakewood resident, spoke in favor of saving the Garry Oak populations throughout Lakewood.

Walter Neary, Lakewood resident, spoke regarding the good communication practice of sending our postcards to alert residents to the public hearing and the opportunity to have their concerns heard.

Cindy Gardner, Lakewood resident, stated she did not receive a postcard. Ms. Gardner noted she had sent a letter with questions and wanted them answered, but staff had not yet received her inquiry.

Jan Cheer, Lakewood resident, spoke about creating community zones and building a focus core center.

Vicky Stanish, Lakewood resident, spoke in favor of daylighting the creek which flows under the Barnes & Noble property in the Lakewood Towne Center.

Phillip Fedderly, Lakewood resident, commented that the city is over-taxing businesses while streets are crumbling, adding that the focus should be on beautifying the community.

Shawn Ehlers, Lakewood resident, spoke against the residential zoning changes allowing so many structures upon one parcel, feeling that community will be lost.

The Chair closed the public hearing for the evening noting the hearing would be kept open and allow public comment through the June 26<sup>th</sup> meeting.

Ms. Speir reiterated that the commission should consider the three topics City Council specifically requested they review (Transportation Mitigation Fees, Short Term Rentals, and Parking Regulations) and state in their findings of fact why they voted on each topic and support each decision they recommend to City Council.

**UNFINISHED BUSINESS** None.

### **NEW BUSINESS**

*Preview of work to update Shoreline Master Program for consistency with 2024 Critical Areas Regulation Amendments*

Ms. Speir noted that no materials had been submitted for this discussion.

### **REPORTS**

#### **Council Liaison Comments**

Councilmember Bocchi updated Commissioners on the following topics:

City Council had passed the project to complete a tree inventory with funds of \$150,000 last year. Once completed, the inventory would analyze the current tree canopy and identify areas that need more trees, as well as looking at significant trees, such as Garry Oaks.

Councilmember Bocchi thanked the residents in attendance at the public hearing

for their participation in the evening's meeting.

**City Staff Comments** None.

**Future Meetings (Special Schedule)**

- 6/12 Discussion of 24CPPR Package
- 6/19 City Hall Closed
- 6/26 Discussion of 24 CPPR Package
- 7/10 Action on 24CPPR Package

**NEXT MEETING** The Planning Commission would next meet on June 12, 2024.

**ADJOURNMENT** Meeting adjourned at 7:50 p.m.

*Robert Estrada*  
Robert Estrada (Sep 12, 2024 16:10 PDT)

Robert Estrada, Chair

*KD*  
Karen Devereaux (Sep 18, 2024 07:54 PDT)

Karen Devereaux, Clerk



**Lakewood Planning Commission  
June 12, 2024 Meeting Minutes**

**WELCOME/CALL TO ORDER**

Robert Estrada, Chair, called the meeting to order at 6:30 pm.

**ROLL CALL**

Present: Robert Estrada, Chair; Mark Herr, Linn Larsen, Philip Lindholm, and Sharon Wallace.

Excused: Phillip Combs, Vice-Chair

Absent: None.

Youth Council Liaison: None

City Council Liaison: Paul Bocchi

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

**APPROVAL OF MINUTES**

The meeting minutes for June 5, 2024 were approved as presented by voice vote 6-0.

**AGENDA UPDATES** None.

**PUBLIC COMMENT** None.

**PUBLIC HEARING**

2024 Comprehensive Plan Periodic Review

Ms. Speir introduced the continued public hearing on the 2024 Comprehensive Plan periodic review and focused on draft changes to critical area and riparian buffer widths.

Written testimony was received from Trish Parsons, the Department of Natural Resources, Derek Mai, and the Chambers Clover Creek Watershed Council.

Chair Estrada continued to the public hearing through the June 26 Commission meeting.

Ms. Speir stated that the City would provide responses to all public comments received through June 26 as part of the July 10 Planning Commission materials.

**UNFINISHED BUSINESS**

Discussion of Draft Comprehensive plan Periodic Review

The Planning Commission discussed various issues related to the draft 24CPPR package.

**NEW BUSINESS** None.

**REPORTS**

**Council Liaison Comments** None.

**City Staff Comments** None.

**Future Meetings (Special Schedule)**

- 6/19 City Hall Closed
- 6/26 Continued Public hearing for and discussion of 24CPPR Package
- 7/10 Action on 24CPPRPackage

**NEXT MEETING** The Planning Commission would next meet on June 26, 2024.

**ADJOURNMENT** Meeting adjourned at 7:50 p.m.

*Robert Estrada*  
Robert Estrada (Sign 17\_2024.16.11 PDF)

Robert Estrada, Chair

*KD*  
Karen Devereaux (Sign 18\_2024.07.53 PDF)

Karen Devereaux, Clerk



**Lakewood Public Safety Advisory Committee  
Meeting Minutes**

**MEETING PLACE/DATE:**

Lakewood Police Department, August 7, 2024

**CALL TO ORDER:**

5:21 p.m.

**ATTENDANCE:**

**Lakewood Public Safety Advisory Committee Members Present:** James Hairston, Mark Piela, Kamarie Wilson, Ray Dotson, Teresa Imholt-King, Julius Brown and Kris Alston

**Lakewood Public Safety Advisory Committee Members Absent:** Ken Witkoe

**Staff:** Assistant Chief John Unfred and Admin Assistant Joanna LaVergne

**Youth Council Liaison:** Youth Council is out for the summer.

**Council Liaison:** Councilmember Trestin Lauricella was unable to attend.

**West Pierce Fire and Rescue Liaison:** Assistant Fire Chief Michael Dobbs.

**APPROVAL OF MINUTES**

The wrong minutes were voted on; Joanna LaVergne will provide both April 2024 and August 2024 minutes for approval at the next meeting.

**PUBLIC COMMENT:**

No public comment.

Kamarie Wilson asked if she could make a comment “as a citizen” rather than the Chair for a moment. Kamarie stated that she, and prior member Tod Wolf, both attended the LPD Citizens Academy and truly enjoyed it, and appreciated all the

hard work the Department put into making the Academy a rewarding learning experience. Discussion ensued; Kamarie Wilson highly encouraged all PSAC members to attend the next session, if they hadn't already done the class.

**CITY COUNCIL LIAISON COMMENTS:**

Councilmember Trestin Lauricella was unable to attend the meeting.

**FIRE DEPARTMENT COMMENTS:**

Assistant Fire Chief Michael Dobbs, gave a recap of their recent fire calls and 4<sup>th</sup> of July calls as well as SummerFest and National Night Out.

**POLICE COMMENTS:**

Assistant Chief John Unfred discussed SummerFest, National Night Out, and notified everyone of our upcoming 20<sup>th</sup> Anniversary celebration which will be held on August 27<sup>th</sup> at the Farmers Market between 2-7 p.m. Discussion ensued.

**YOUTH COUNCIL COMMENTS:**

There was no Youth Council present as they are out for the summer.

**UNFINISHED BUSINESS:**

**Board Comments:**

Chair Kamarie Wilson asked about the Business Public Safety Survey. Discussion ensued. Because the entire subcommittee is no longer viable (all members terms have expired), and current members are unclear what direction to take next considering the City's recent survey, it was decided the Committee would check in with the City Council on this item at their joint meeting on August 12<sup>th</sup>.

Chair Kamarie Wilson asked about the plans for Truck and Tractor Day. Once again, all members of the planning subcommittee are no longer on the committee. Discussion ensued. It was agreed that members would each man a portion of the event, and a quick sign-up sheet was verbally created. Joanna LaVergne will reach out to Parks and Rec to make sure they have tables, chairs, and a canopy set up for them to use. Kamarie Wilson and Joanna LaVergne will gather brochures such as CERT, Auto Theft Task Force, and PSAC, for the members to hand out.

Chair Kamarie Wilson also mentioned PSAC having a booth at the Farmer's Market each year. Discussion ensued. Teresa King suggested creating an "SOP" for any events for which PSAC wanted to have a presence. It was agreed to focus on Truck and Tractor Day this year and see about Farmer's Market next year.

Assistant Chief John Unfred gave a presentation on the Emergency Management Coalition and the way the City Emergency Management Plans were developed and as well as the timing for renewing said plans.

## **NEW BUSINESS:**

### **Board Comments:**

Chair Kamarie Wilson and Joanna LaVergne went over the accomplishments form for PSAC's presentation to City Council on August 12<sup>th</sup>. Additions from this meeting were suggested, and the form was approved for submission to City Council. A head count was taken for who would be at the meeting, as well.

Assistant Chief John Unfred informed everyone that LPD would be holding their Awards and Commissioning Ceremony on August 19<sup>th</sup> at 7 p.m. at the City Council meeting. He stated that LPD would be presenting Dr. Alan Hart with an award for his many years of service to PSAC, in case any of the members would like to be present for that.

Chair Kamarie Wilson suggested the possibility of PSAC members riding along with officers on National Night Out next year. Discussion ensued.

## **REPORTS FROM BOARD MEMBERS AND STAFF:**

### **Board Comments:**

No committee members had an update to share so Chair Kamarie Wilson asked the new members to introduce themselves and give some background on their community involvement.

## **ADJOURNMENT:**

Mark Peila motioned to adjourn; all ayes. Meeting adjourned at 6:59 p.m.

 10/2/24  
Joanna LaVergne, Staff Person/Minutes





## **Arts Commission Meeting Minutes**

**Monday, September 9, 2024, 5:00p.m.**

City of Lakewood – American Lake Conference Room  
6000 Main Street SW Lakewood, WA 98499

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

Telephone via Zoom: 253.215.8782 Participant ID: 996 7750 5460

### **CALL TO ORDER**

The meeting was called to order at 5:09 p.m.

### **ROLL CALL**

Arts Commission Members Present: Emily Feleen-Chair, Shauna Alexander, Sylvi Estrella, Lani Neil, Darryl Owens, Lua Pritchard, Phil Raschke, Adriana Serrienne

Arts Commission Members Excused: Earl Borgert-Vice Chair, Paige Hansen, Laura Martinez, Susan Warner

Staff Present: Sally Martinez- Recreation Coordinator, Nikki York- Office Assistant

Youth Council Liaison: Bentley Webster, Nevaeh Tutt, Valeria Becerra

City Council Liaison Absent: Patti Belle

### **APPROVAL OF MINUTES**

PHIL RASCHKE MOVED TO ADOPT THE ARTS COMMISSION MEETING MINUTES OF JUNE 3, 2024. SECONDED BY LUA PRITCHARD. VOICE VOTE WAS TAKEN AND MPU.

### **PUBLIC COMMENT**

None.

### **NEW BUSINESS**

**Joint Meeting with Council Preparation:** The commission discussed the significant accomplishments and work plan and reviewed talking points.

**Mural at Fort Steilacoom Park:** The commission discussed how they would like to proceed with selecting a mural artist for the "Beloved Community" mural on the barn at Fort Steilacoom Park. Per the Public Art Policy the artists who are invited to "opt in" will have been vetted by the Arts Commission by previously having been selected to be a rotating artist at City Hall, or to create signal box art, or the artist will be on a public roster. The commission decided that they already have a great selection of artists that have been vetted and that there is not the need for an open call to artists. The artists decided upon at the meeting were Periko the Artist, Rodney King, Laurie Davenport and Dionne Bonner, all of whom have art work that speak to this theme. Sally Martinez will reach out to the artists and ask for two concepts to be presented at the next Arts Commission meeting. They will be given a budget of \$10,000 which includes the creation and installation of the art by the end of December 2024.

**Arts Commission Retreat:** The commission discussed a potential date, activities and topics for continuing education. Some of the topics included Politics and Art and What does the future of art look like? Lua Pritchard offered to provide a Taste of Asia cooking class.

## **UNFINISHED BUSINESS**

### **Signal Box Wraps**

The ten signal boxes are in process. The boxes have been measured by Print Shop Northwest, templates were created and shared with the artists. Proofs are being made now and installation will take place as soon as next week.

### **Rotating Art**

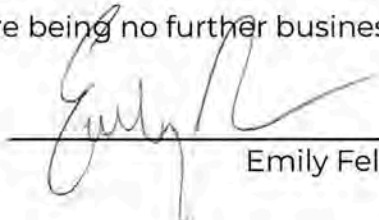
3<sup>rd</sup> Quarter Reception will be for Sylvi Estrella and Laurie Davenport on September 16<sup>th</sup> from 5 p.m. – 7:00 p.m. The title is Souls and Stories.

## **NEXT MEETING**

The next regular meeting of the Arts Commission is scheduled for Monday, October 7, 2024 at 5:00 p.m. in the American Lake Room at Lakewood City Hall, 6000 Main St SW, Lakewood, WA 98499

## **ADJOURNMENT**

There being no further business, the meeting adjourned at 6:02 p.m.

  
\_\_\_\_\_  
Emily Feleen, Chair

  
\_\_\_\_\_  
Sally Martinez, Recreation Coordinator



**Lakewood Planning Commission  
September 18, 2024 Meeting Minutes**

**WELCOME/CALL TO ORDER**

Robert Estrada, Chair, called the meeting to order at 6:30 p.m.

**ROLL CALL**

**Planning Commission Members Present** Robert Estrada, Chair; Phillip Combs, Vice Chair; Philip Lindholm, Mark Herr, Ellen Talbo, and Sharon Wallace

**Planning Commission Members Excused** Linn Larsen

**Staff** Tiffany Speir, Planning Division Manager; Angie Silva, Assistant Director, Planning & Public Works; and Karen Devereaux, Administrative Assistant, PPW

**Youth Council Liaison** None assigned at this time.

**Council Liaison** Councilmember Paul Bocchi

**APPROVAL OF MINUTES**

**MOTION:** Approval of the September 4, 2024, meeting as written. **SECONDED.  
PASSED 5-0**

**AGENDA UPDATES** None

**PUBLIC COMMENT** None

**PUBLIC HEARINGS**

*Regulatory Amendments to Implement 2SSB 5290 Concerning Consolidating Local Permit Processes*

Ms. Angie Silva presented an overview of the 2SSB 5290 and the effects of the major changes to permit applications regarding the determination of completeness, notice of applications, and notice of decision timeline. Ms. Silva explained the new permit timelines would go into effect 1/1/2025 with the annual reporting requirements starting 3/1/2025.

No public comments were received. Chair Estrada closed the public hearing.

*2025 Comprehensive Plan Amendment (25CPA) Cycle Docket List*

Ms. Tiffany Speir presented an overview of the potential docket list and summarized the 25CPA legislative process schedule, which would run slightly earlier than in past years in order to meet the state-imposed deadline of June 30, 2025, for several amendments.

**2025-01** Co-Living Housing Amendments for consistency with ESHB 1998

**2025-02** Updates to Comprehensive Plan Capital Facilities Element, Parks element, and Utilities Element for consistency with 2024 ESHB 1181 (Climate Change & Resiliency)

**2025-03** Updates to Lakewood Development Regulations for Middle Housing for consistency with 2023 E2SHB 1110

- 2025-04** Regulatory amendments for consistency with 2024 SB 5792
- 2025-05** Regulatory amendments regarding residential parking for consistency with SSB 6015
- 2025-06** Technical updates to the Municipal Code regarding civic uses
- 2025-07** Adoption of 2025-2029 Commute Trip Reduction (CTR) Plan
- 2025-08** Affordable Housing in commercial buildings zoning/regulations
- 2025-09** Consideration of expansion of Station District Subarea Boundaries
- 2025-10** Consideration of drafting a new subarea plan for the “District/Area North of Steilacoom Blvd and West of South Tacoma Way”

Josh Friedmann, attorney for Waste Connections/LRI, submitted written comments requesting that the Planning Commission add a zoning map amendment to rezone parcel 0319061001 to be completely zoned Industrial 1 (I1).

Chair Estrada closed the hearing.

**UNFINISHED BUSINESS** None

**NEW BUSINESS**

*Introduction to 2024 Locally Initiated Amendments to the Shoreline Master Program*

Tiffany Speir presented an introduction to the locally-initiated amendments to the Lakewood Shoreline Master Program that were being considered following the amendments of the City’s critical areas ordinance (LMC Title 14) completed as part of the 2024 Comprehensive Plan Periodic Review. A special joint Department of Ecology/City of Lakewood public hearing on the draft SMP amendments would be held on October 2, 2024 at 6:30 pm.

**REPORTS**

**Council Liaison Comments** None.

**City Staff Comments**

Upcoming Meeting Schedule: October 2, November 6, November 20, December 4.

**NEXT MEETING** October 2, 2024.

**ADJOURNMENT** Meeting adjourned at 7:40 p.m.

*Robert Estrada*  
Robert Estrada (Oct 8, 2024 20:36 PDT)

Robert Estrada, Chair

*Karen Devereaux*  
Karen Devereaux (Oct 9, 2024 14:38 PDT)

Karen Devereaux, Clerk

# REQUEST FOR COUNCIL ACTION

<p><b>DATE ACTION IS REQUESTED:</b> October 21, 2024</p> <p><b>REVIEW:</b></p>	<p><b>TITLE:</b> October 21, 2024, is the date for a public hearing to consider the proposed Vacation of that section of Cline Road lying between Interstate 5 and Pacific Highway SW.</p> <p><b>ATTACHMENTS:</b> Resolution 2024-12, Petition, Exhibits, Draft Ordinance</p>	<p><b>TYPE OF ACTION:</b></p> <p><input type="checkbox"/> ORDINANCE</p> <p><input type="checkbox"/> RESOLUTION</p> <p><input type="checkbox"/> MOTION</p> <p><input checked="" type="checkbox"/> OTHER</p>
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**SUBMITTED BY:** Weston Ott, P.E., Public Works Engineering, City Engineer


**RECOMMENDATION:** It is recommended that the City Council proceed with a public hearing regarding the proposed vacation of that section of Cline Road lying between Interstate 5 and Pacific Highway SW.

**DISCUSSION:** On August 12, 2024, the City Clerk received a complete petition and application for the vacation of that section of Cline Road lying between Interstate 5 and Pacific Highway SW from Hospitality Group LLC, represented by Kyu B Lee, and Lakewood Hospitality LLC, represented by Dewey F. Weaver, Jr., the owners of real property on Pacific Highway SW which abuts the street under consideration. The property owner(s) desire to take ownership of the public right-of-way in order to increase the area of their existing lot, improve traffic flow and decrease the opportunity for criminal activity.

On September 16, 2024, The City Council by Resolution 2024-12, set that the petition shall be heard on October 21<sup>st</sup>, which date is not more than 60 days nor less than 20 days after the date of adoption of the resolution. A draft staff report has been prepared in accordance with the City Code and provided to the City Council in conjunction with the August 5, 2024 public hearing.

**ALTERNATIVE(S):** State statute and City code require the City Council to schedule a hearing within a specified period of time when a complete petition, signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated, has been submitted to the City Clerk. (RCW 35.79.010 and LMC 12.12.070.) Therefore, the only alternative would be to modify the date of the public hearing, while staying within the time constraints as noted above.

**FISCAL IMPACT:** There are no fiscal impacts associated with the public hearing. Fiscal aspects of the street vacation will be presented to the City Council in the public hearing staff report.

<p>Franc Sawatzki Prepared by</p> <p>Jeff Rimack Department Director</p>	 <hr style="width: 80%; margin: 0 auto;"/> <p>City Manager</p>
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# Cline Road SW Vacation Public Hearing

PPW Department



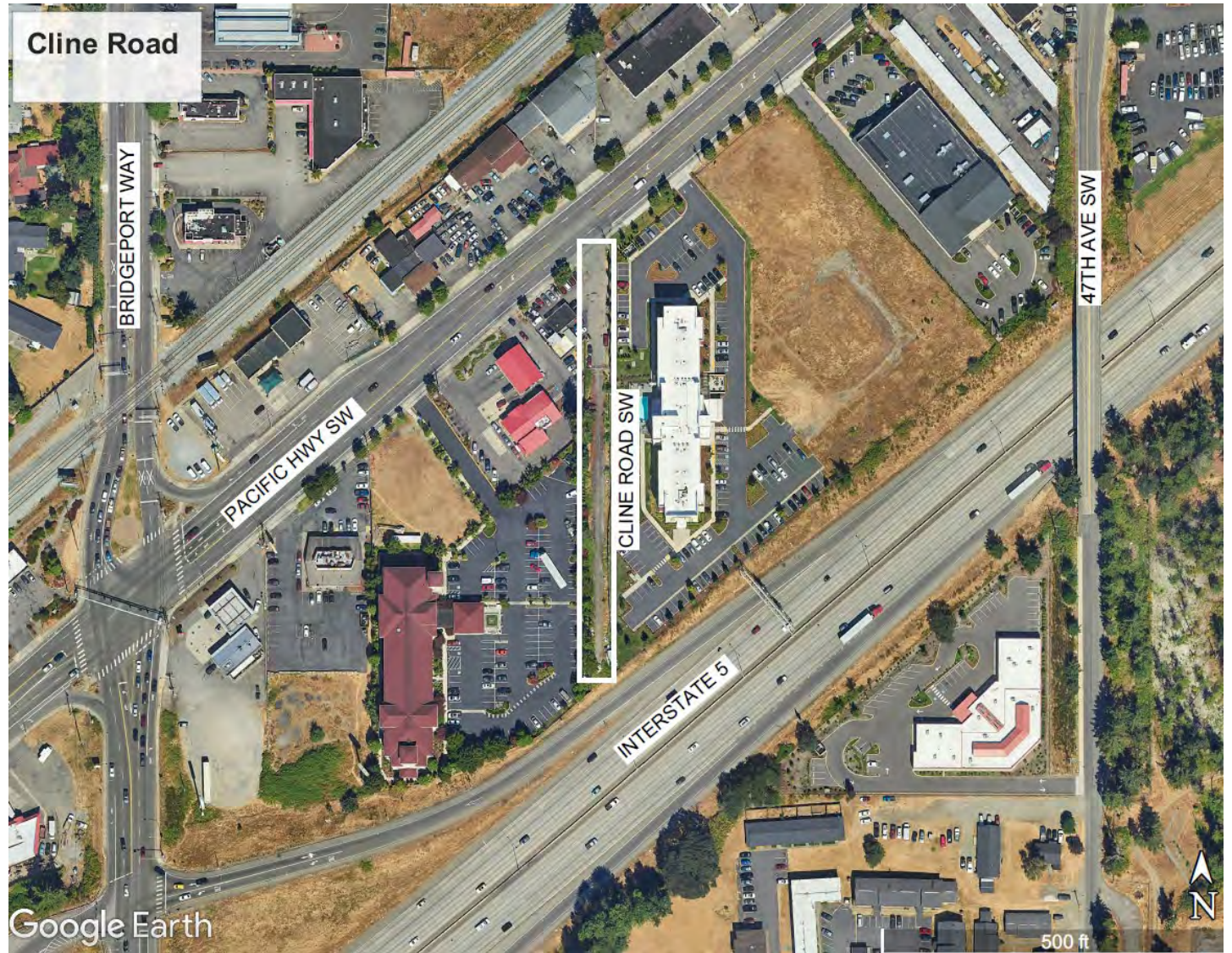


# Street Vacation Cline Rd. SW

- Abutting owner initiated
- Location
- Proposal
- Appraisal
- Actions to date
- Hearing



# Location





# Proposal

- Incorporate part of the existing street area into the parking lot of the Holiday Inn Express and to repave and reopen the northerly section of the street to improve parking lot access
- Much of Cline Road is currently fenced and gated to prevent access except for maintenance as required for public utilities
- Combined applicants represent 80% of the property abutting upon the street area to be vacated.
- Initiated by Resolution 2024-12 on Sept. 16, 2024
- City of Lakewood Permit #8942, Project Id.# 3494



# Appraisal

- Appraisal information
- Prepared by SH&H Valuation and Consulting
- SH&H Valuation is a certified Member of the Appraisal Institute (MAI) and Senior Residential Appraiser (SRA), which is the industry standard and required by code.
- Appraisal is valued at \$95,000.00



# Actions to Date and Public Hearing

- Vacation request initiated by 80% of abutting property ownership.
- Council passed Resolution 2024-12 on Sept. 16, 2024
- Notice of a public hearing was noticed by posting on-site and in the Tacoma News Tribune.
- Mailers were sent to property owners within 300 feet of the proposed vacation area and local utility companies.
- Received public comment against vacation by Amos Brinkley, Bella's I-5 Motor Sports and Jennifer S. Hines Medicine Creek Enterprise Corp. for the Nisqually Indian Tribe.
- Council may choose to hold a hearing at this time.
- Are there any questions for staff at this time?



RESOLUTION NO. 2024-12

A RESOLUTION of the City Council of the City of Lakewood, Washington, setting a public hearing on October 21, 2024, to consider the vacation of that section of Cline Road lying between Interstate 5 and Pacific Highway SW.

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 the right-of-way, located within the City of Lakewood, Washington, requesting that the same be vacated; and

WHEREAS, pursuant to Section 35.79.010 of the Revised Code of Washington and Lakewood Municipal Code Chapter 12.12, a hearing on such vacation shall be set by Resolution, with the date of such hearing being not more than sixty (60) days nor less than twenty (20) days after the date of passage of such Resolution; and

WHEREAS, under Lakewood Municipal Code section 12.12.080, the City Manager, or the designee thereof, shall prepare a report concerning the proposed vacation for the City Council that will be used in considering whether to vacate the property, with a copy of the report to be served upon the representative of the petitioners, at least five days prior to the hearing; and

WHEREAS, after passage of this Resolution, notice of this hearing shall be given as required under state and local laws.

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

Section 1. That a hearing be held on the petition for vacation of that section of Cline Road lying between Interstate 5 and Pacific Highway SW. within the City of Lakewood, Washington, more particularly shown in the attached map and legally described as follows:

A STRIP OF LAND BEING A PORTION OF THE SW QUARTER OF THE NW QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 2 EAST W.M. SAID STRIP OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 12;

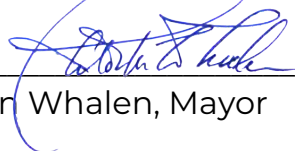
THENCE NORTH 01°05'45" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 178.96 FEET TO THE SOUTH MARGIN OF PACIFIC HIGHWAY SW;  
THENCE NORTH 50°44'15" EAST ALONG SAID SOUTH MARGIN A DISTANCE OF 821.26 FEET TO A POINT BEING THE INTERSECTION OF SAID SOUTH MARGIN AND THE WEST MARGIN OF CLINE ROAD SW AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED STRIP OF LAND;  
THENCE SOUTH 01°05'32" WEST ALONG A LINE PARALLEL WITH AND LYING 30 FEET WEST OF THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 581.60 FEET MORE OR LESS TO THE NORTHERLY MARGIN OF STATE ROUTE 5;  
THENCE NORTH 51°09'57" EAST ALONG SAID MARGIN A DISTANCE OF 39.12 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12;  
THENCE NORTH 01°05'32" EAST ALONG SAID WEST LINE A DISTANCE OF 581.98 FEET TO A POINT ON THE SOUTH MARGIN OF PACIFIC HIGHWAY SW;  
THENCE SOUTH 50°44'15" WEST ALONG SAID SOUTH MARGIN A DISTANCE OF 39.37 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED STRIP OF LAND;  
SAID STRIP OF LAND CONTAINING 17,454 SQUARE FEET MORE OR LESS.

And the same hereby is set for 7:00 p.m. on the 21<sup>st</sup> day of October 2024, or as soon thereafter as the matter may be heard, at the City Council Chambers at 6000 Main Street SW, Lakewood, Washington.


Section 2. That this Resolution shall be in full force in effect upon passage and signatures hereon.

PASSED by the City Council this 16<sup>th</sup> day of September, 2024.

CITY OF LAKEWOOD

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

Attest:

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

Approved as to form:

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



**CLINE ROAD SW  
AREA TO BE VACATED**

Legend

BRIDGEPORT WAY

PACIFIC HIGHWAY SW

JACK CLINE ROAD

47TH AVE

INTERSTATE 5

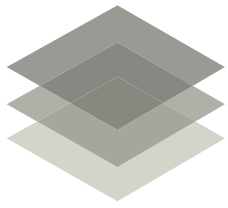
EXIT 125

Google Earth

500 ft







**SH&H**

VALUATION AND CONSULTING

APPRAISAL REPORT

# APPRAISAL RELEVANT TO STREET VACATION

LAKESWOOD, WASHINGTON 98499

SH&H FILE 16149-24



June 13, 2024

Maranda L. Poirier-Cote  
Accounting Controller  
Hospitality Development Group  
11751 Pacific Highway SW  
Lakewood, WA 98499

Re: Appraisal Report Relevant to Alley Vacation  
Adjacent to Pierce County Assessor's Parcels 0219122162, 0219122163,  
0219122042, and 0219122170  
Lakewood, Washington 98499  
SH&H File 16149-24

Dear Ms. Poirier-Cote,

At your request, I have completed an appraisal relevant to the above referenced property. This appraisal report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by The Appraisal Foundation.

The subject property consists of part of a public right of way, Cline Road SW, that extends southerly off Pacific Highway SW and terminates at Interstate Five. The site is identified in a survey, a copy of which is included in the addenda, as being 17,454 square feet in size.

The purpose of this appraisal is to prepare and submit a supported opinion of the market value of the proposed street vacation as described herein. The market value is based on the fee simple interest in the subject property, as described herein, as of the date of the physical inspection.



## **STAND-ALONE METHOD**

Based on the preceding analysis, it is the opinion of the appraiser that the market value of the 17,454-square-foot street to be vacated, as a stand-alone site, as described herein, as of the date of inspection, May 28, 2024, is:

**NINETY-FIVE THOUSAND DOLLARS**

**\$95,000**

In completing this assignment, sufficient background information and supporting facts have been analyzed to arrive at a value conclusion. The appraisal report that follows summarizes the assignment, describes the area and the subject property, and explains the valuation techniques and reasoning leading to the final opinions of market value. As in the case of any appraisal, the reader's attention is directed to the underlying Assumptions and Limiting Conditions which are included in the accompanying report.

Respectfully submitted,



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Barbro A. Hines, MAI, SRA  
State of Washington Certification 1001044

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### **Addenda**

# **SUBJECT PHOTOGRAPHS**



**SOUTHERLY VIEW OF SUBJECT PROPERTY**



**NORTHERLY VIEW OF SUBJECT PROPERTY**

## FACTUAL DESCRIPTION

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*This appraisal report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice. The depth of discussion contained in this report is specific to the needs of the client named below and for the intended use stated within this report.*

**APPRAISER**           Barbro A. Hines, MAI, SRA  
SH&H Valuation and Consulting  
3609 Market Place West, Suite 201  
University Place, Washington 98466

**CLIENT**               Maranda L. Poirier-Cote  
Accounting Controller  
Hospitality Development Group  
11751 Pacific Highway SW  
Lakewood, WA 98499

### PROPERTY IDENTIFICATION

Appraisal relevant to Street Vacation:  
Cline Road SW, southerly of Pacific Highway SW  
Terminating at Interstate 5  
Lakewood, Washington

### LEGAL DESCRIPTION

The potential street vacation is legally described within a survey completed by Truland Survey LLC. The survey identifies the subject as follows:

**CLINE ROAD SW PROPOSED VACATION  
AREA LEGAL DESCRIPTION**

A STRIP OF LAND BEING A PORTION OF THE SW QUARTER OF THE NW QUARTER OF SECTION 12, TOWNSHIP 19, NORTH, RANGE 2 EAST W.M.  
SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 12;  
THENCE NORTH 01°05'45" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 178.96 FEET TO THE SOUTH MARGIN OF PACIFIC HIGHWAY SW,  
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SAID STRIP OF LAND CONTAINING 17,454 SQUARE FEET MORE OR LESS.

**INTENDED USE AND USER OF THE APPRAISAL**

This appraisal report is intended to be used by the client as a basis for making real estate decisions relevant to the subject property, regarding a potential street vacation by the City of Lakewood.

**Intended Use** is defined as: *“The use(s) of an appraiser’s reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.”*<sup>1</sup>

**Intended User** is defined as: *“The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.”*<sup>2</sup>

**A Client** is defined as: *“The party or parties (i.e., individual, group, or entity) who engage an appraiser by employment or contract in a specific assignment, whether directly or through an agent.”*<sup>3</sup>

<sup>1</sup> *Uniform Standards of Professional Appraisal Practice, 2024 Edition*, Appraisal Standards Board, The Appraisal Foundation, Washington D.C., p. 5.  
<sup>2</sup> *Ibid*, p. 5.  
<sup>3</sup> *Ibid*, p. 4.

*The appraiser has identified only the entity/entities stated herein as the intended user of this appraisal. Receipt of a copy of the appraisal by other parties does not mean that the party is an intended user of the appraisal. Such parties are advised to obtain an appraisal from an appraiser of their own choosing if they require an appraisal for their own use.*

**EFFECTIVE VALUATION DATES**

**Date of Appraisal / Inspection:**

**May 28, 2024**

**Date of Report:**

**June 13, 2024**

**PROPERTY RIGHTS APPRAISED**

The interest appraised is based upon the fee simple ownership. The fee simple estate is defined as “*absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.*”<sup>4</sup>

**MARKETING/EXPOSURE TIME**

The indicated exposure time (i.e., the length of time the subject property would have been exposed for sale in the market had it sold at the market value concluded in this analysis as of the date of this valuation) would have been twelve months or less. The estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if exposed in the market beginning on the date of this valuation) is also estimated to be twelve months or less. These conclusions are based on sales of similar type properties in the market.

**MOST PROBABLE BUYER**

The most probable purchaser of the subject property is an adjacent property owner.

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<sup>4</sup> *The Dictionary of Real Estate Appraisal, 7<sup>th</sup> Edition*, Appraisal Institute, Chicago, 2022, p. 73

**SALES HISTORY**

The subject property is part of a public right of way that is under the ownership of the City of Lakewood. It is my understanding that the client has petitioned the City of Lakewood to vacate the portion of the right of way as described herein.

The appraisal to be used to provide an opinion as to the value of the subject property. I am not aware of any transactions relative to the subject property over the past five years.

**MARKET VALUE**

**Market Value** is defined as *“The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably and for self-interest, and assuming that neither is under undue duress.”*<sup>5</sup>

**DEFINITION OF AS IS MARKET VALUE**

The “As Is” Market Value is defined as *“The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.”*<sup>6</sup>

**SCOPE OF THE APPRAISAL**

The scope of this assignment included interviews with various individuals in an effort to determine the Highest and Best Use of the property, and the researching of sales and listings of similar properties in the subject area, and the region, to arrive at an estimate of value for the subject property. This appraisal assignment involved an inspection of the subject property on May 28, 2024. Descriptive information relating to the subject property was obtained from the client and the physical inspection of the property.

Within this appraisal all three approaches (Income, Cost, and Sales Comparison) to value have been considered. The subject site is an unimproved public street right of way (alley) within the city limits of Lakewood. In this instance, the relevant methodologies for valuing land have been reviewed with the Sales Comparison Approach representing the best method for this assignment. Thus, it is the only approach utilized to estimate the subject’s market value.

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<sup>5</sup> *The Appraisal of Real Estate*, Appraisal Institute, 15<sup>th</sup> Edition, Page 48

<sup>6</sup> *The Dictionary of Real Estate Appraisal*, 7<sup>th</sup> Edition, Appraisal Institute, Chicago, 2022, p. 25.



**UNAVAILABILITY OF INFORMATION**

The following information applicable to the subject property has not been provided:

1. An environmental risk assessment
2. Any wetlands reports or studies
3. A soils report
4. A title report

Therefore, any issues which might be raised if this information were available is not known or considered. I am not aware of any environmental issues, easements/encumbrances, or soils/geotechnical concerns that would quantifiably impact the subject property. It is my understanding that there are utility easements within the street to be vacated and these will be maintained by the city.

**LOCATION DESCRIPTION**

A neighborhood is defined as a group of complementary land uses. Neighborhoods are affected by social, economic, governmental, and environmental forces which influence property values in the vicinity of the subject property which, in turn, directly affect the value of the subject property itself. The boundaries of a neighborhood are typically identified by determining the area within which the forces affect all surrounding properties in the same way they affect the property being appraised.

The subject is located within the city limits of Lakewood, Washington. The subject neighborhood is located to the southwest of the central business district of Tacoma and the central business district of Lakewood. The boundaries of the neighborhood are as follows:

- Northerly: 100<sup>th</sup> Street Southwest
- Southerly: Joint Base Lewis McChord (JBLM)
- Westerly: Gravelly Lake Drive Southwest
- Easterly: JBLM

Access to Interstate 5 is available from northbound Bridgeport Way Southwest, southerly of the subject South Tacoma Way/Pacific Highway South. The major north-south arterials serving the Lakewood area include Gravelly Lake Drive Southwest, Bridgeport Way Southwest, and South Tacoma Way (which becomes Pacific Highway Southwest southerly of State Route 512). Of these, Bridgeport Way Southwest and South Tacoma Way are the most influential for the subject property. Just southerly of Interstate 5, Bridgeport Way Southwest leads to one of the main entrances to JBLM, and then extends northwesterly through Lakewood until its terminus at Jackson Avenue northerly of University Place.



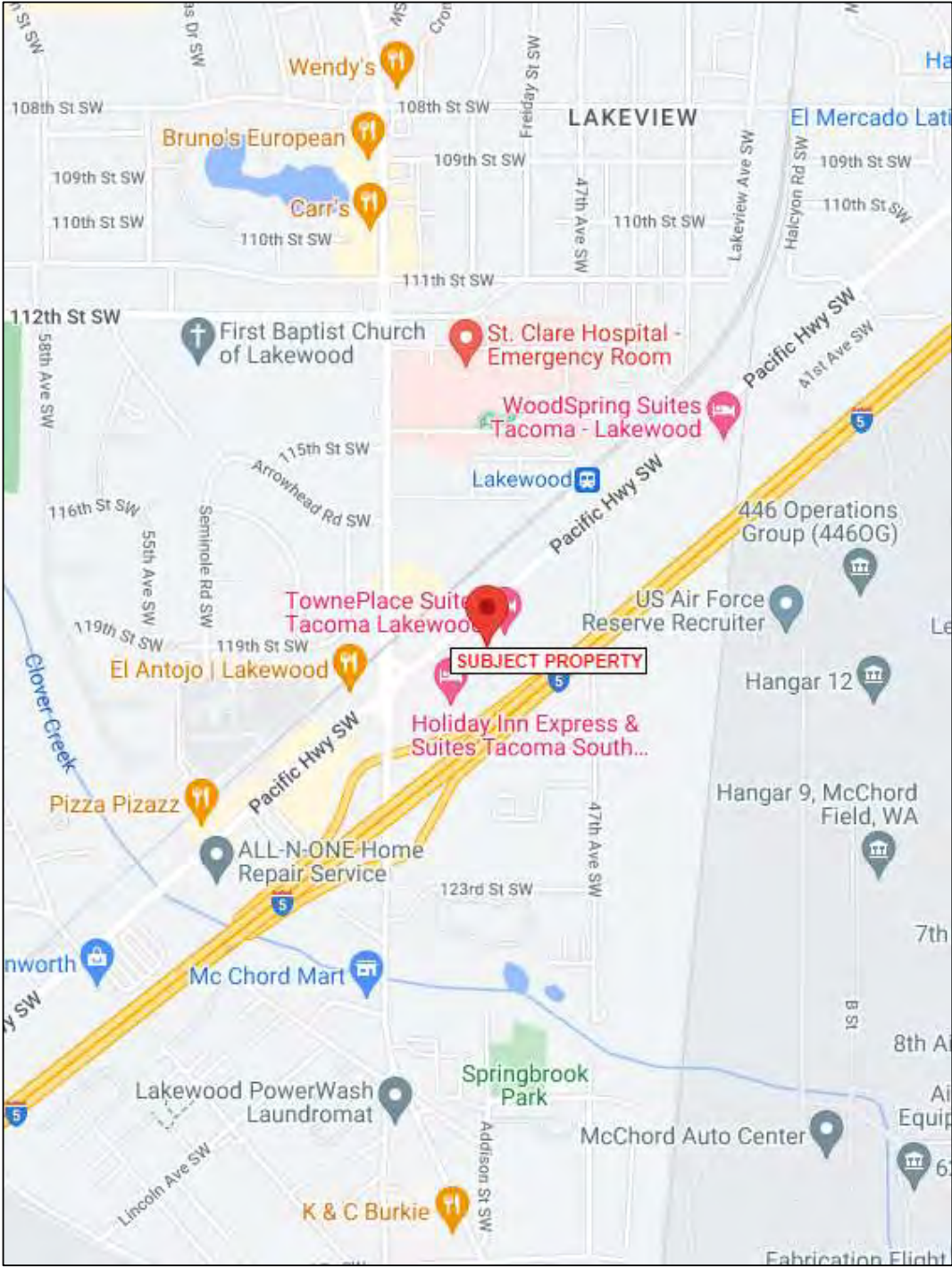
AREA MAP

Steilacoom Boulevard Southwest, South 74<sup>th</sup> Street and 100<sup>th</sup> Street Southwest are the primary east-west thoroughfares in the immediate neighborhood and provide a direct link to South Tacoma Way and eventually Interstate 5. Westerly, 100<sup>th</sup> Street Southwest intersects with Gravelly Lake Drive Southwest, another major north/south arterial through Lakewood.

The Lakewood area has two major commercial districts, one of which is the South Tacoma Way commercial corridor and the other of which is the central business district of Lakewood. This main commercial area is accessed by 100<sup>th</sup> Street Southwest, which intersects with South Tacoma Way approximately one mile northeasterly of the subject site. The Lakewood central area has long been a major shopping district for the residential districts of southwesterly Pierce County and the local military establishments.

The immediate area around the subject property is a mix of primarily commercial and residential uses. Properties located along South Tacoma Way/Pacific Highway Southwest are primarily commercial in use. Southerly of the subject along Pacific Highway Southwest is the Lakewood Station Transit headquarters.

Joint Base Lewis McChord is located easterly and southerly of the subject property. This is one of the largest military complexes in the nation and has substantial influence on the local economic base. This area supports the JBLM, Madigan Medical Center, and Camp Murray National Guard. JBLM is one of the largest modern military reservations in the United States, located on a site with an area of 87,000 acres. The base reportedly employs more than 330,000 people, comprised of active duty military, reservists, and civilian workers. JBLM supports the 62<sup>nd</sup> Airlift Wing, the 446<sup>th</sup> Airlift Wing, the Western Air Defense Sector, an Air National Guard Unit, the 22<sup>nd</sup> Special Tactics Squadron, and the 361<sup>st</sup> Recruiting Squadron, as well as several other units. Historical cutbacks in the nation's military budgets have resulted in the phasing-out of numerous military bases around the country with remaining assets consolidated at key strategic locations. The military presence has a positive effect on the economic base of Pierce County.



LOCATION MAP

**SITE DESCRIPTION**

The subject property is a public right of way, Cline Road SW that extends southerly off Pacific Highway SW, terminating at Interstate 5, within the city limits of Lakewood, WA. The site contains an area of 17,454 square feet. The subject site is abutted by four assessor’s parcels. The adjacent parcels are outlined in red, with the subject represented by the street identification, Cline Road SW. As proposed, the vacated road would be assembled with the sites outlined in red. Details pertaining to the subject property are provided as follows:

Location: The subject, consisting of a right of way located southerly of Pacific Highway SW, terminating at Interstate 5, within the city limits of Lakewood, WA.

Area: 17,454 square feet, according to a Record of Survey completed by Truland Survey, LLC.

Topography, Shape & Coverage: The portion of right of way proposed for vacation is approximately 30 feet in width and 581± feet in length. The site is generally level and is improved with pavement.

Utilities: Public water, sewer, electrical service, and gas service are available to the site.

Easements and Encumbrances: A title report was not available for the subject property. I am not aware of any existing easements or encumbrances impacting the subject property. It is my understanding that the city will be retaining a utility easement on the property.

Environmental Concerns: I am not aware of any hazardous substances on the subject property which would create a significant impact on its value.





**AERIAL VIEW**  
**ABUTTING PROPERTIES OUTLINED IN RED**

**Soils:** I have not been provided with a site-specific soil report. Based on surrounding uses, it appears that the soils can support the legally permitted uses.

**Flood Plain:** According to the Flood Insurance Map Number 53053C0294E, effective date March 7, 2017, the subject site is partially located outside the regulated flood zone and partially within flood zone X500 or B Zone.

**Surrounding Uses:** The subject property is a public right of way that extends southerly of Pacific Highway SW within the city limits of Lakewood, WA. The surrounding properties are commercial developments.

**Larger Parcel Discussion:** One method for valuing the subject is the “across the fence” (or ATF) method. ATF method assumes (that) land values are similar to vacant land values of properties adjacent to the property being appraised. In order to complete this analysis, it is necessary to identify the *larger parcel*. The *larger parcel* is then the basis of the valuation analysis.

The subject property is a public right of way that is located southerly of Pacific Highway SW within the city limits of Lakewood, WA. The proposed acquisition area is part of a larger ownership. In order to estimate market value, part of the appraisal problem is to identify the *larger parcel* for valuation purposes. In defining the *larger parcel*, there are three basic conditions that need to be established.

- 1.) Unity of Ownership
- 2.) Contiguity
- 3.) Unity of Use



The city of Lakewood owns and operates a network of public street right of ways and alleys and its supporting real estate, of which the subject property is a part. Therefore, the entire network of street right of ways/public alleys could be one *larger parcel* from the “unity of ownership” perspective.

The second category, “contiguity,” normally requires that physical contiguity be present for a *larger parcel* to exist. The entire network of street right of ways/public alleys are noncontiguous, interrupted by properties under differing ownerships.

In considering the third category, “unity of use,” one of the main considerations is that the property is used in conjunction with each other. The properties are utilized in support of the network of street right of way/alley infrastructure.

Considering this discussion, one could easily conclude that the *larger parcel* is represented by the entire group of properties. However, that portion of the *larger parcel* which will be directly impacted by the proposed acquisition is located just south of Pacific Highway SW and terminates at Interstate 5. It seems reasonable and logical that rather than appraising the entire group of properties used in support of the network of street right of way infrastructure, this immediate area can be considered for appraisal purposes as the *larger parcel*, which is the approach taken in the analysis. In “Real Estate Valuation in Litigation,” J.D. Eaton, MAI, SRA, notes that “the *larger parcel* may be all of one parcel, part of a parcel, or several parcels, depending to varying degrees on unity of ownership, unity of use, and contiguity.”<sup>7</sup>

Considering the entire group of properties used in support of the network of street right of way infrastructure as the subject property would unnecessarily complicate the appraisal assignment and valuation process and would not likely have a significant impact on the appraisal. Thus, for purposes of this appraisal, the subject property, and the *larger parcel*, is identified as the section of a public street right of way just south of Pacific Highway SW, containing an estimated site area of 17,454 square feet.

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<sup>7</sup> J.D. Eaton, MAI, SRA, “Real Estate Valuation in Litigation,” Page 76.

**Zoning**

The subject property is zoned TOC (Transit Oriented Commercial) by the City of Lakewood. According to zoning code, the purpose of “*TOC zoning district is an interactive mixture of uses which focus on regional transportation networks while providing for urban design, people orientation, and connectivity between uses and transportation routes.*” Permitted uses include, but are not limited to growing and harvesting of crops, plant nurseries, accessory commercial, accessory retail, artisan shops, auto parts sales, banks, business support services, clubs, commercial recreation facilities, community centers, furniture stores, gas stations, general retail, handcraft industries, medical services, mixed-use, offices, personal services, places of assembly, printing and publishing, shopping centers, small craft distilleries, vehicle services, breweries, mobile food vending, restaurants, tasting rooms, and fire stations.

**Taxes and Assessments**

The subject property is a public alley that is under the ownership of the City of Lakewood and, as such, has not been assessed. If the property were to be purchased by a private entity that is not tax exempt, the property would accordingly be assessed by the Pierce County Assessor-Treasurer’s office.

# ANALYSIS OF DATA & OPINIONS OF APPRAISER

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## HIGHEST AND BEST USE

The subject is a public right of way. The valuation of the subject, in part, utilizes the “across the fence” (or ATF) method of valuation. The use of this method does not consider the subject’s size and configuration as a stand-alone property; rather, the analysis is relevant to the Highest and Best Use of the subject in *conjunction with* adjacent property uses.

### Highest and Best Use of Adjacent Property

In valuing the subject property, one method I will be considering is the value of the economically viable land adjacent to the subject under the “Across the Fence” methodology, as will be discussed and explained in the Valuation portion of this report. This analysis will provide a basis upon which to form an opinion of the appropriate unit price for valuing the subject property. The premise considers the value of the economically viable adjacent parcels surrounding the subject property, predicated upon the highest and best use of the adjacent lands.

The criterion for the determination of the highest and best use of the adjacent properties is based upon legal and physical considerations adjusted for financial feasibility and maximal productivity considerations.

*Legal Considerations:* The first test of highest and best use is to determine what is legally permissible, or what can legally be constructed on the adjacent properties. The subject is part of a public right of way, located in Lakewood, Washington. Permitted uses include, but are not limited to growing and harvesting of crops, plant nurseries, accessory commercial, accessory retail, artisan shops, auto parts sales, banks, business support services, clubs, commercial recreation facilities, community centers, furniture stores, gas stations, general retail, handcraft industries, medical services, mixed-use, offices, personal services, places of assembly, printing and publishing, shopping centers, small craft distilleries, vehicle services, breweries, mobile food vending, restaurants, tasting rooms, and fire stations.

*Physical Considerations:* Factors influencing the use of the site include: location, size and shape, soils, availability of utilities and other site characteristics, nature of the adjoining land use, and terrain. All typical public utilities are available in the area. The adjacent parcels are identified in the following chart along with the parcel number, address, zoning, and site area.

<b>ADJACENT SITES</b>			
<b>Assessor's</b>			
<b>Parcel Number</b>	<b>Location</b>	<b>Zoning</b>	<b>Size (Sq.Ft.)</b>
0219122162	11751 Pacific Highway SW	TOC	104,544
0219122170	11725 Pacific Highway SW	TOC	119,398
0219122163	11741 Pacific Highway SW	TOC	30,836
0219122042	11733 Pacific Highway SW	TOC	5,607
<b>Mean Lot Site</b>			<b>65,096</b>

The subject is generally level as are the surrounding parcels. The appraiser knows of no other physical site limitations such as improper soils, unusual easements, etc., that would limit the development or use of the adjacent site as to what is permitted by zoning.

*Market Feasibility: (Financially Feasible and Maximally Productive):* A project’s financial feasibility is measured by whether it can produce a positive return on its investment. The factor having the most weight in determining highest and best use is the feasibility of a use which is primarily supported by perceived demand.

One of the better indications of financial feasibility is the consideration of surrounding uses. The subject is in an area that is developed primarily with commercial uses. The nearby uses include lodging, auto sales, a gas station, and auto repair. Given the trends for the area, commercial use is the most financially feasible use for the area.

*Conclusion:* Legal, physical, and market considerations have been analyzed to evaluate the highest and best use of the economically viable properties adjacent to the subject property. This analysis was conducted in order to establish the use, and thus the value basis in applying the “Across the Fence” valuation methodology. After taking into consideration the factors cited above, the highest and best use of the adjacent property is for a commercial use.

## PROPERTY VALUATION

The Income Approach, Cost Approach and Sales Comparison Approach are the three basic techniques or approaches to value when appraising real property. Because the subject property is analyzed as an unimproved site, only those techniques applicable to Land Value derivation have been considered.

The subject property represents a site that is utilized as part of a larger public right of way network. Properties similar to the subject are not typically sold as stand-alone properties because they provide a functional service to the public in terms of transportation routes. Therefore, there is no relevant comparable data from which to value the subject. Alternative viable methods had to be considered for the valuation of the acquisition area.

The appropriate valuation methodology to be employed in valuing the subject property is the “across the fence” (or ATF) method. The *Across the Fence* (or ATF) value is “the estimated sale price based on the unit price of sales of similar land adjoining the subject.”<sup>8</sup> The underlying assumption is that the value of the subject site is equal to the value of adjoining lands. To estimate ATF value, a right-of-way corridor is divided into segments of similar highest and best use. Sales data for these uses is gathered, and the ATF value is estimated from the unit rates reflected based on properties with similar highest and best uses to the adjacent property.

The *Across the Fence* method is based on the Principle of Substitution. In theory, the factors to consider are the adjacent property’s highest and best use and unit value. The right of way corridor is unique to meet the right of way usage, and one method for valuing the subject is the *Across the Fence* method. After completion of the across the fence method I have presented additional discussion of the property as a standalone property.

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<sup>8</sup> Zoll, “Rail Corridor Sales,” Page 380.

The following assessor's parcels are located abutting the subject property:

<b>ADJACENT SITES</b>			
<b>Assessor's Parcel Number</b>	<b>Location</b>	<b>Zoning</b>	<b>Size (Sq.Ft.)</b>
0219122162	11751 Pacific Highway SW	TOC	104,544
0219122170	11725 Pacific Highway SW	TOC	119,398
0219122163	11741 Pacific Highway SW	TOC	30,836
0219122042	11733 Pacific Highway SW	TOC	5,607
<b>Mean Lot Site</b>			<b>65,096</b>

Based on the subject's locational characteristics and an examination of the zoning of surrounding and nearby properties, the most likely use would be for commercial development. The properties adjacent to the subject range in size from 5,607 square feet to 119,398 square feet, with a mean lot size of 65,096 square feet. Therefore, for the basis of establishing a benchmark value, I will utilize an area of 65,096 square feet.

Several procedures for the valuation of land may be available to the appraiser depending on available data. These include:

1. The sales comparison approach. Sales of similar vacant parcels are analyzed, compared, and adjusted to derive an indication of value for the land being appraised.
2. The allocation (abstraction) procedure. Sales of improved properties are analyzed, and the prices are allocated between land and improvements.
3. The extraction procedure. This is a variant of the allocation method, whereby the value of the contribution to the total value of the improvements are estimated, and then deducted from the total to leave land value.

4. The Income Capitalization procedures are as follows:
  - a. The land residual procedure. The land is assumed to be improved to its highest and best use, and the net income imputable to the land after all expenses of operation and return attributable to the other agents in production is capitalized to derive an estimate of land value.
  - b. The ground rent capitalization procedure. In this procedure the rent paid for the right to use and occupy land is capitalized to yield a value. Capitalization rates are derived from market data.
  - c. The anticipated use (development) procedure. Undeveloped land is assumed to be subdivided, developed, and sold. Development costs, incentive costs and carrying charges are subtracted from the estimated proceeds of sale, and the net income projection is discounted over the estimated period required for market absorption of the developed sites to derive an indication of value for the land being appraised.

The most applicable method in valuing the subject property is the Sales Comparison Approach.

## **SALES COMPARISON APPROACH**

One of the most reliable indicators of value in an active market is derived by comparing the property being appraised with similar properties. This approach reflects the principle that a well-informed buyer will pay no more for a property than the cost involved in obtaining an equally satisfactory substitute property.

A basic principle in the valuation of real estate is that no two properties are identical and, thus, adjustments are necessary to reflect the various differences. This formalizes the thought process often followed by buyers and sellers and tends to yield a range of indicated values for the property appraised.

A few of the more common factors that may influence value are detailed below:

### **1. Location**

Location is the primary factor in the valuation of virtually all real estate. As applied to this appraisal, the highest land values are found with those tracts having good overall utility, with good access, favorable terrain features, and attractive amenities/views.

### **2. Size of Tract**

Another important factor is the size of the tract being considered. As a general rule, the smaller the parcel, the higher the per unit value (price per acre/square foot). However, this is not always the case as site size may impact development potential.

### **3. Terms and Conditions of Sale**

Sale prices listed for comparable sales are strongly influenced by terms and conditions of sale offered by the seller and by the motivation of both the buyer and the seller. When sale terms are attractive, with such features as a low down payment, low rate of interest, and payment over an extended period of time, prices tend to be inflated as opposed to the situation where the seller requires all cash.



**4. Market Conditions**

The date of comparable sales is also important in estimating present land values. This is because of the cycles in land values.

**5. Zoning and Potential Development Density**

The highest land values, on a per unit basis, are normally found under the higher density commercial uses, followed in succession by multifamily/office/industrial uses, single family use, suburban and rural residential, and, finally, agricultural and forestry, and open space use. While the existing zoning classification may not absolutely dictate future use of the land, it has a strong bearing on both sale prices and land values. A purchaser who must rezone land to a higher or different use must consider not only the probability of rezoning, but also the time and expense required.

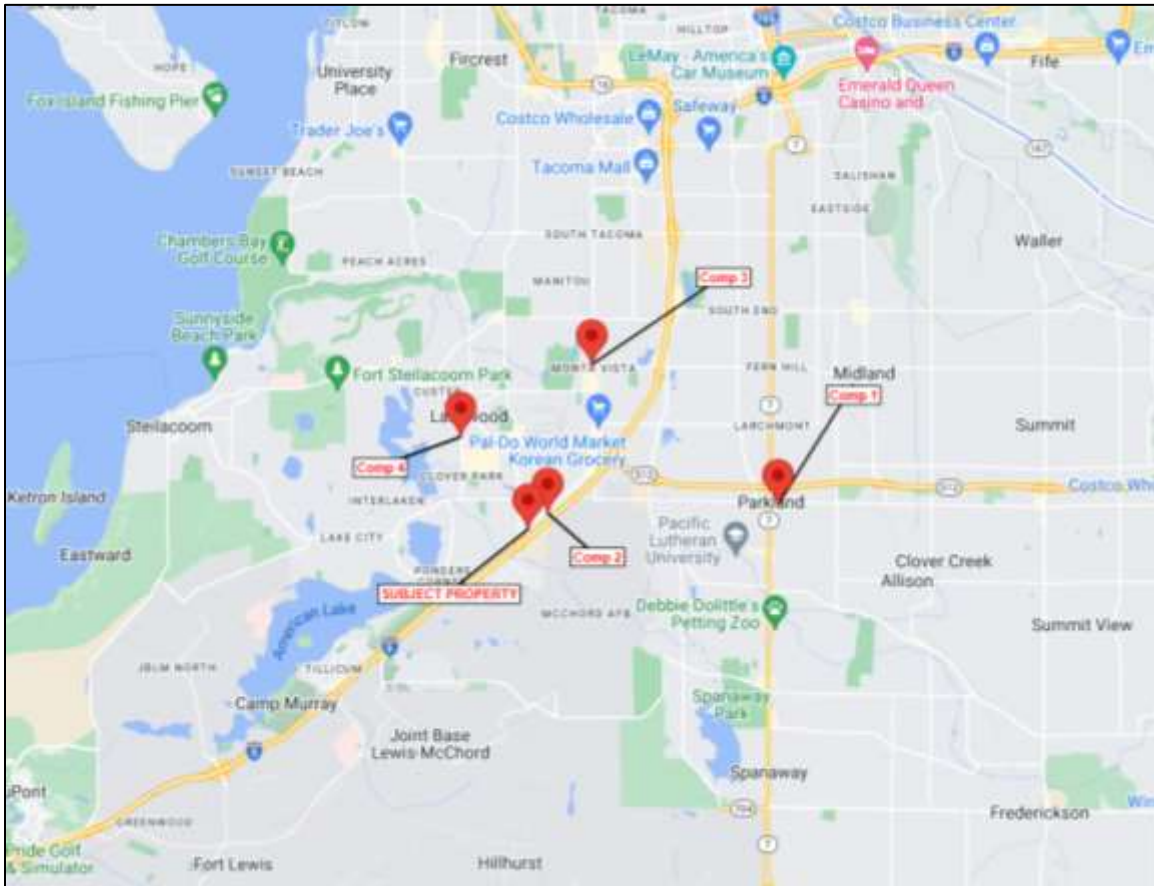
**6. Physical Features of the Land**

Physical features include topography or slope, provision for surface drainage, soil conditions, and the presence of wetlands, ground cover, and view, among others. When all of these conditions are favorable, a purchaser might reasonably be expected to pay a premium and when one or more are unfavorable, an offer to purchase will most probably be discounted.

A search was conducted in the general market area for properties that offer similar zoning and development potential as the subject's adjacent properties, which are the basis for analysis. The search produced four comparable properties relevant for analysis. While these comparables are not identical to the subject, they provide a benchmark from which to arrive at a value for the subject property. The sales selected are delineated in the following chart, with a location map following the chart shows the location of each comparable relevant to the subject. Each comparable is then discussed individually and accompanied by a photograph. The price per square foot is the typical unit of measurement for commercial properties and therefore, is the unit of measurement utilized herein.

**ANALYSIS OF DATA & OPINIONS OF APPRAISER**

LAND COMPARABLES					
Sale	Location	Sale Date	Analysis Price	Size (Sq.Ft.)	\$/Sq.Ft.
L-1	11212 A Street S Tacoma, WA	Sep-23	\$235,000	15,580	\$15.08
L-2	11417-11435 Pacific Highway SW Lakewood, WA	Jan-21	\$880,000	44,280	\$19.87
L-3	8328 South Tacoma Way Lakewood, WA	Feb-24	\$2,450,000	117,263	\$20.89
L-4	9810 Gravelly Lake Drive SW Lakewood, WA	Mar-23	\$710,000	27,007	\$26.29



**COMPARABLE LAND SALES MAP**

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**ANALYSIS OF DATA & OPINIONS OF APPRAISER**

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**Land Sale No. 1**

**Property Identification**

<b>Record ID</b>	15578
<b>Property Type</b>	Commercial
<b>Address</b>	11212 A Street S, Tacoma, Pierce County, Washington 98444
<b>Location</b>	Southwesterly of the intersection of A Street S and 112th Street S
<b>Tax ID</b>	9375000014
<b>Instrument</b>	Statutory Warranty Deed

**Sale Data**

<b>Grantor</b>	Northwest QSR RE Owner I LLC
<b>Grantee</b>	Parkland 11212 LLC
<b>Sale Date</b>	September 08, 2023
<b>Deed Book/Page</b>	202309080202
<b>Property Rights</b>	Fee Simple
<b>Financing</b>	Cash to seller
<b>Verification</b>	Jerome O'Leary, Listing Broker; 253-722-1400

<b>Sale Price</b>	\$235,000
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**Land Data**

<b>Zoning</b>	UCor, Urban Corridor
<b>Topography</b>	Level
<b>Utilities</b>	All available
<b>Shape</b>	Generally rectangular

**Land Size Information**

<b>Gross Land Size</b>	0.358 Acres or 15,580 SF
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**Indicators**

<b>Sale Price/Gross SF</b>	\$15.08
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**Remarks**

This is the sale of a commercial site located in the Parkland area of unincorporated Pierce County. The site contains 15,580 square feet, or 0.36 acres, and has frontage along A Street S and 112th Street S, a lighted intersection. The property is level, at grade with the road frontage, and has access to all typical public utilities. The broker did not know what the buyer planned for the site. According to the broker, the neighboring property to the west is being developed with a national fast-food chain, although construction has not yet begun.



**SOUTHWESTERLY OF THE INTERSECTION OF A STREET S  
AND 112TH STREET S**



**11212 A STREET S**

**ANALYSIS OF DATA & OPINIONS OF APPRAISER**

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**Land Sale No. 2**

**Property Identification**

<b>Record ID</b>	14373
<b>Property Type</b>	Commercial
<b>Address</b>	11417-11435 Pacific Highway SW, Lakewood, Pierce County, Washington 98499
<b>Location</b>	SE side of Pacific Highway SW, east of Bridgeport Way
<b>Tax ID</b>	0219122135, 0219122136
<b>Instrument</b>	Statutory Warranty Deed

**Sale Data**

<b>Grantor</b>	2014 LOBO Holdings LLC
<b>Grantee</b>	Emerald City Enhanced Services, LLC
<b>Sale Date</b>	January 08, 2021
<b>Deed Book/Page</b>	202101190695
<b>Property Rights</b>	Fee Simple
<b>Sale History</b>	No sales in prior five years
<b>Verification</b>	Linn Larsen, Listing Agent; 253-589-2222

<b>Sale Price</b>	\$880,000
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**Land Data**

<b>Zoning</b>	TOC- Transit Oriented Commercial
<b>Topography</b>	Relatively level
<b>Utilities</b>	All available
<b>Shape</b>	Irregular
<b>Flood Info</b>	Flood Zone (X Shaded) barely on SE corner of site (less than 200 sq.ft.)

**Land Size Information**

<b>Gross Land Size</b>	1.017 Acres or 44,280 SF
<b>Front Footage</b>	270 ft along Pacific Highway SW;

**Indicators**

<b>Sale Price/Gross SF</b>	\$19.87
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**Remarks**

This is the sale of a commercial site located along Pacific Highway SW within the city limits of Lakewood. The site is located near Interstate-5, but there is a parcel between this property and the freeway. There is some visibility to the freeway. The site is across the street from the Sound Transit Lakewood Station and parking garage and adjacent to a new hotel that was built in 2020. The site is relatively level but a few feet above the grade of Pacific Highway SW. The site has access to all typical public utilities, including direct access to sewer in the frontage street. The buyer purchased the site for development of an assisted living health care facility. The property was listed at \$880,000, which is the sale price.



**SE SIDE OF PACIFIC HIGHWAY SW,  
EAST OF BRIDGEPORT WAY**



**11417-11435 PACIFIC HIGHWAY SW**

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**ANALYSIS OF DATA & OPINIONS OF APPRAISER**

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**Land Sale No. 3**

**Property Identification**

**Record ID** 15499  
**Property Type** Commercial  
**Address** 8328 South Tacoma Way, Lakewood, Pierce County, Washington  
98499  
**Location** At the intersection of South Tacoma Way and South 84th Street  
**Tax ID** 0220361006, 0220361012, 0220361027  
**Instrument** Special Warranty Deed

**Sale Data**

**Grantor** Henry L. Bardon  
**Grantee** CP DI IOS Lakewood, LP  
**Sale Date** February 28, 2024  
**Deed Book/Page** 202402280310  
**Property Rights** Fee Simple  
**Sale History** No sales in prior five years  
**Verification** Derrick Urquhart, Neil Walter Company, Listing Agent; 253-779-8400

**Sale Price** \$3,050,000  
**Downward Adjustment** \$600,000 (Allocated to building)  
**Adjusted Price** \$2,450,000

**Land Data**

**Zoning** Commercial Two (C2); City of Lakewood  
**Topography** Level  
**Utilities** All onsite  
**Shape** Rectangular  
**Flood Info** Not in a flood zone; no onsite wetlands

**Land Size Information**

**Gross Land Size** 2.692 Acres or 117,263 SF  
**Front Footage** 215 ft along South Tacoma Way;

**Indicators**

**Sale Price/Gross SF** \$20.89 Adjusted

## ANALYSIS OF DATA & OPINIONS OF APPRAISER

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### Remarks

This is the sale of three adjacent parcels located along South Tacoma Way within the City of Lakewood. The site is located where 84th Street South terminates at a lighted intersection. There is secondary access along 38th Avenue SW. The property is zoned Commercial Two (C2). There is a dated retail building onsite that was constructed in 1969 and contains an area of 4,162 square feet. While the property was marketed as a redevelopment site, the buyer intends to retain the building. The listing agent indicated that the buyer allocated \$600,000 to the building. Thus, this amount is deducted from the sale price to reach an amount allocated to the land of \$2,450,000. The buyer is an investor who intends to lease the property to a national landscape company. The listing agent indicated there is a 4-foot-wide easement on the southern property line for utilities, but otherwise the entire site is useable.

The property was listed for sale at \$3,500,000. The sale price of \$3,050,000 is 87.14% of the list price. The listing agent indicated that City of Lakewood requirements and timing on permitting caused a small price reduction from the original contract amount.





**AT THE INTERSECTION OF SOUTH TACOMA WAY AND SOUTH 84TH STREET**



**8328 SOUTH TACOMA WAY**

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**ANALYSIS OF DATA & OPINIONS OF APPRAISER**

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**Land Sale No. 4**

**Property Identification**

<b>Record ID</b>	15047
<b>Property Type</b>	Commercial
<b>Address</b>	9810 Gravelly Lake Drive SW, Lakewood, Pierce County, Washington 98499
<b>Location</b>	Westerly of Gravelly Lake Dr SW
<b>Tax ID</b>	0219022196
<b>Instrument</b>	Statutory Warranty Deed

**Sale Data**

<b>Grantor</b>	American Lake Credit Union
<b>Grantee</b>	T5 Lakewood RE LLC
<b>Sale Date</b>	March 01, 2023
<b>Deed Book/Page</b>	202303010193
<b>Property Rights</b>	Fee Simple
<b>Verification</b>	John Bauder, broker; 253-238-0043

<b>Sale Price</b>	\$710,000
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**Land Data**

<b>Zoning</b>	CBD
<b>Topography</b>	Level
<b>Utilities</b>	Available
<b>Shape</b>	Irregular
<b>Landscaping</b>	None
<b>Rail Service</b>	None
<b>Fencing</b>	Yes

**Land Size Information**

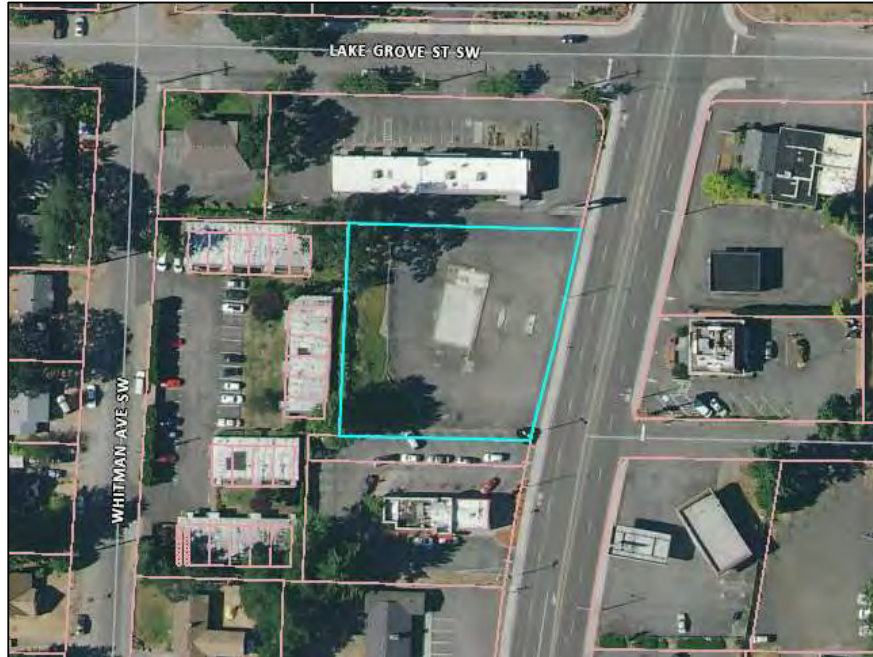
<b>Gross Land Size</b>	0.620 Acres or 27,007 SF
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**Indicators**

<b>Sale Price/Gross SF</b>	\$26.29
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**Remarks**

The comparable is located along the westerly side of Gravelly Lake Drive Southwest in Lakewood, Washington. The site has an interior location and is zoned CBD by the City of Lakewood. The property was listed for \$675,000 and ultimately sold for \$710,000 given multiple offers. The site was paved, but otherwise vacant at the time of sale. The buyer plans to develop the site with a carwash.



**WESTERLY OF GRAVELLY LAKE DR SW**



**9810 GRAVELLY LAKE DRIVE SW**

### **Analysis of Comparable Sales**

In utilizing the comparables to estimate a value per square foot for the subject property, each sale should be adjusted to the subject for dissimilarities. There are six common elements of comparison that should always be considered in sales comparison analysis. These are: *Real property rights conveyed; Financing terms; Condition of sale; Date of sale; and Location and Physical characteristics.* In analyzing the *Location and Physical characteristics*, adjustments may be considered for some dissimilarities among the comparables, primarily for location (quality of commercial district, access), size, available utilities, site utility, and zoning.

The Land Comparison process involves the comparing of similar properties that have sold with the subject. An adjustment process is applied to the comparables, with an adjustment chart presented further in this section. The adjustment process considers the thought process often followed by buyers and sellers in comparing different properties. Within the discussion of each sale detailed herein, the characteristics are noted and compared to the subject. Where necessary, adjustments are made to the comparables in relationship to the subject. The top of the chart accounts for quantitative adjustments which are now discussed.

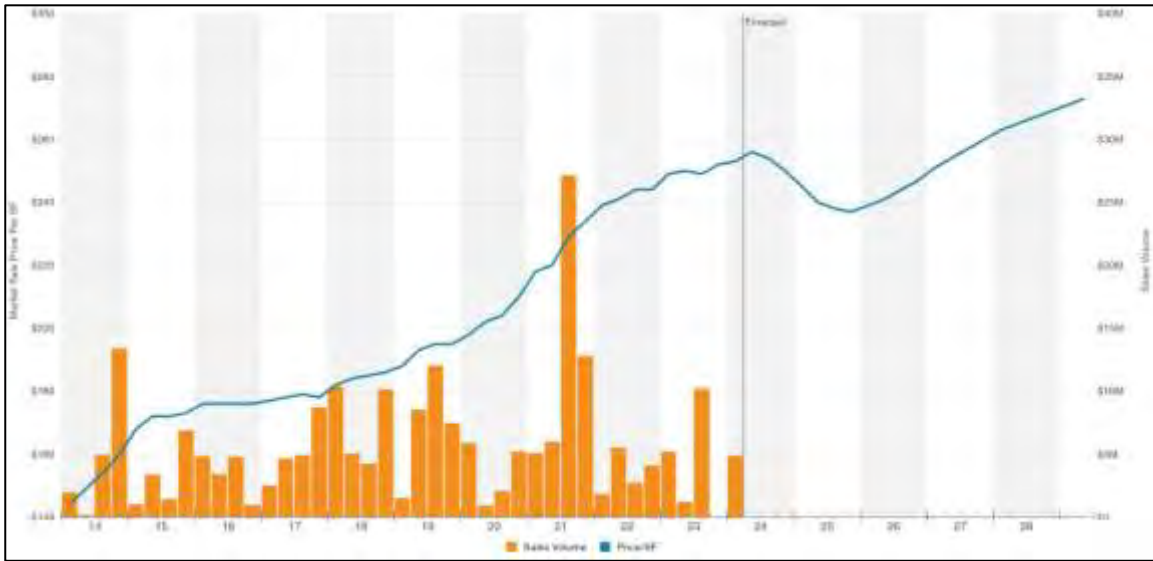
### **Quantitative Adjustments**

When applicable, quantitative adjustments can be applied to the comparables for items such as financing, conditions of sale, and buyer expenditures after the purchase. The property rights conveyed, financing, and conditions of sale for the comparables are similar to the subject and do not require an adjustment. Comparable 3 is adjusted downward for the contribution value of improvements.

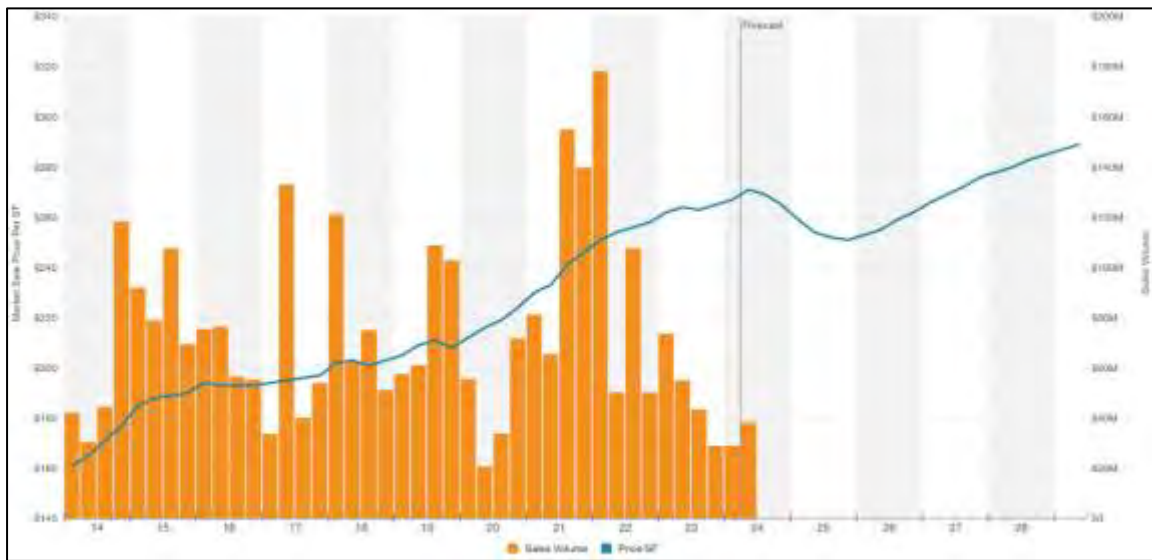
### **Market Conditions**

The next quantitative adjustment to consider is for market conditions. In analyzing the influence of the market conditions at the time of sale of the comparables in relation to the market conditions as of the date of appraisal, the key factor is the passage of time. More specifically, the question to be answered in its simplest form is whether there is any trend in general prices over time. The *Date of sale* for the comparables ranges from January 2021 through February 2024. The following exhibit is replicated from CoStar and the exhibit identifies the average sale price on a per square foot basis for retail use within Lakewood:

**ANALYSIS OF DATA & OPINIONS OF APPRAISER**



As exhibited, the average sale price has generally increased over the time under study. However, the total sales volume has decreased. As the sales volume decreases, the reliability on the statistical data decreases as there are fewer data points from which to draw statistical data. When expanding to Pierce County, similar statistical data is presented:



According to the Pierce County CoStar data, the average sale price in the first quarter of 2021 was \$230, increasing to \$271 in the first quarter of 2024. The average sale price indicates that there has been an upward trend over the time frame under study. The subject is analyzed as though vacant. Rising interest rates and construction costs have tempered new construction growth which has directly impacted land values. Therefore, a slightly lower adjustment is imputed to the comparables of 3% per year, or 0.25% per month.

## ANALYSIS OF DATA & OPINIONS OF APPRAISER

### Qualitative Adjustments

The “Across the Fence” method has been used to estimate a value for the subject property. The subject has several adjacent parcels which range in size from 5,607 square feet to 119,398 square feet, with a median lot size of 65,096 square feet. The median lot size is the basis for arriving at a benchmark value for the subject site under the “Across the Fence” methodology.

The sale comparables, although not identical to the subject, provide a reasonable basis for determining the market-oriented unit value for the subject property. The individual comparable sales are now compared to the subject as it relates to qualitative adjustments, including location/access, functional site utility, and size. The adjustment process is now discussed following the adjustment chart.

COMPARABLE LAND SALE ADJUSTMENT CHART					
Comparable Number	Subject	L-1	L-2	L-3	L-4
<b>Sale Price</b>	n/a	\$235,000	\$880,000	\$3,050,000	\$710,000
<b>Property Rights Conveyed</b>	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		\$0	\$0	\$0	\$0
Adjusted Price		\$235,000	\$880,000	\$3,050,000	\$710,000
<b>Financing</b>	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller
Adjustment		\$0	\$0	\$0	\$0
Adjusted Price		\$235,000	\$880,000	\$3,050,000	\$710,000
<b>Conditions of Sale</b>	Arms Length	Arms Length	Arms Length	Arms Length	Arms Length
Adjustment		\$0	\$0	\$0	\$0
Adjusted Price		\$235,000	\$880,000	\$3,050,000	\$710,000
<b>Buyer Expenditures/Other</b>		None	None	Improvements (\$600,000)	None
Adjustment		\$14,400	\$0	(\$600,000)	\$0
Adjusted Price		\$249,400	\$880,000	\$2,450,000	\$710,000
<b>Date of Sale</b>	May-24	Sep-23	Jan-21	Feb-24	Mar-23
Adjustment (monthly)	0.25%	2.00%	10.00%	0.75%	3.50%
Adjusted Price		\$254,388	\$968,000	\$2,468,375	\$734,850
<b>Adjusted Price</b>		\$254,388	\$968,000	\$2,468,375	\$734,850
<b>Site Area (Sq.Ft.)</b>		15,580	44,280	117,263	27,007
<b>Price/Sq.Ft.</b>		\$16.33	\$21.86	\$21.05	\$27.21
<b>Qualitative Adjustments</b>					
<b>Location</b>	Lakewood	Inferior	Similar	Similar	Superior
Adjustment		+			-
<b>Size</b>	65,096	15,580	44,280	117,263	27,007
Adjustment		-		+	-
<b>Zoning</b>	TOC	Ucor	TOC	C2	CBD
Adjustment				-	-
<b>Total Adjustment</b>		<b>Similar</b>	<b>Similar</b>	<b>Similar</b>	<b>Downward</b>



**Location**

L-1 is in unincorporated Pierce County, in the Parkland area, overall inferior to the subject, for an upward adjustment. L-2 and L-3 are similar enough to the subject and an adjustment is not imputed. L-4 is adjusted downward as it is located within proximity to the downtown core of Lakewood, near a commercial shopping district.

**Size**

The subject is analyzed based on the median site size of the bordering parcels. The comparables range in size from 15,580 square feet to 117,263 square feet. Typically, with all other features being similar, there is an inverse relationship between site size and square footage. As a site size increases, the price per square foot decreases. L-1 and L-4 are adjusted downward for the smaller site size whereas L-3 is adjusted upward for the larger site area. L-2 is similar enough to not warrant an adjustment.

**Zoning**

The subject is zoned TOC, Tranis Oriented Commercial. Comparable L-3 and L-4 are superior and are adjusted downward.

**Unit Value Conclusion**

The comparables range from \$16.33 per square foot to \$27.21 per square foot after accounting for quantitative adjustments. L-1 through L-3 indicate that a unit value between \$16.33 per square foot to \$21.86 per square foot is supported for the subject. L-4, at \$27.21 per square foot, is adjusted downward in relationship to the subject. L-2 is similar to the subject in zoning and is located within close proximity to the subject. L-3 is the most recent sale of the comparables and is also weighted. A unit value of \$21.50 per square foot is concluded for the subject.

The concluded unit value is now applied to the area to be vacated. The value of the subject property by the price per square foot method is calculated as follows:

<b>VALUE INDICATION BY THE SALES COMPARISON APPROACH</b>		
<u>Site Area (Sq.Ft.)</u>	<u>\$/Sq.Ft.</u>	<u>Indicated Value</u>
17,454	\$21.50	\$375,261
<b>Rounded Value Indication</b>		<b>\$375,000</b>
Internal calculations reflect a greater mathematical accuracy than shown		

**Value as a Stand-Alone Site**

The subject site is an unimproved right of way that on its own, cannot support independent development. The value indication of \$21.50 per square foot assumes that the site can support development. To estimate the value of the subject as a standalone site I have considered the impact because of the site configuration. The site is long and narrow, approximately 30 feet in width. It is my understanding that there are utility lines that are located within the right of way and the city will maintain utility easements across the site. Like the subject, the following sales were impacted by various physical constraints. The chart identifies the diminution in value due to the constraints when compared to sales of sites nearby that were not physically constrained. Descriptions of the sales are presented after the exhibit.

<u>Property Description</u>	<u>Description</u>	<u>\$/Sq.Ft.</u>	<u>Diminution due to Development Constraints</u>
P-1 Clark County Assessor's Parcel 213489000	Residential Landlocked Site	\$0.05	96%
P-2 Clark County Assessor's Parcel 216909000	Residential Landlocked Site	\$0.14	89% to 94%
P-3 Pierce County Assessor's Parcel 0220104053	Residential Landlocked Site	\$2.50	68% to 82%
P-4 Pierce County Assessor's Parcel 0219103070	Development Restrictions	\$0.47	93% to 95%
P-5 Pierce County Assessor's Parcel 5130001010	Residential Landlocked Site	\$1.86	65% to 88%
P-6 King County Assessor's Parcel 3365901750	Undevelopable Industrial Site	\$1.00	90%
P-7 King County Assessor's Parcel 0323049214	Landlocked Industrial Site	\$0.07	99%
P-8 King County Assessor's Parcel 9360600175	Undevelopable Commercial Site	\$0.66	92% to 93%



P-1 is a site that contains an area of 43,560 square feet. This property has a creek that runs through the property. Because of the location of the creek and wetlands, the site cannot be developed or accessed.

P-2 is a residential zoned site that contains an area of 90,169 square feet. The site is a triangular shaped site that has frontage on an interstate, but no legal access. Therefore, the site could not be developed.

P-3 is the sale of a landlocked site that is bordered by five properties, including four residential properties and a junk yard. The site contains an area of 20,038 square feet. The property was marketed for sale with only one adjacent owner expressing interest.

P-4 containing an area of 15,000 square feet, represents a site that was encumbered with development restrictions that precluded physical development.

P-5 is a landlocked site that is abutted by four properties. The site, containing an area of 4,025 square feet, was listed for sale on the open market with the eventual buyer being an adjacent property owner.

P-6 is the sale of a site containing an area of 2,500 square feet. The site is only ten feet in width, eliminating the ability for any physical development on its own. The property was acquired by an adjacent property owner.

P-7 is a large industrial site, containing an area of 108,250 square feet. The buyer in this transaction believed that it would be easy to obtain access from an adjacent property owner. However, upon confirmation of this sale, the buyer indicated that they were not educated, and their assumption was incorrect.

P-8 is a triangular shaped site that has frontage along two arterials. However, the site cannot physically support development on its own.

The discount due to physical constraints ranges from 65% to 99%, indicating that a significant discount is anticipated by the market when there are restrictions in place. While the physical constraints vary, the comparable data reflects that the market would not pay full price for a property that has a potentially restricted use. This is particularly true when the potential pool of buyers is reduced due to the site constraints. For instance, for a landlocked site, the potential buyers are typically reduced to the properties that abut the landlocked site. This pool of buyers is less than what would be anticipated for a property that had legal access and could independently be developed.

**ANALYSIS OF DATA & OPINIONS OF APPRAISER**

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The subject is analyzed through the across the fence methodology with a base value of \$21.50 per square foot. This base value does not recognize the constraints of the area to be acquired due to the long narrow configuration. While the across the fence methodology does not penalize the site for size and configuration, there is limited use potential on the site as a stand-alone parcel because of the long narrow configuration. In the subject's instance, there are a total of four abutting parcels that the subject site could be combined with, and the most probable buyer would be an adjacent property owner. My understanding is that the city will be maintaining easement rights across the property. Because of the limitations, a diminution in value of 75% is considered reasonable, resulting in a standalone value as follows:

<b>VALUE AS A STANDALONE SITE</b>				
<u>Site Area (Sq.Ft.)</u>	<u>\$/Sq.Ft.</u>	<u>Less 75%</u>	<u>Adj. Unit Value</u>	<u>Indicated Value</u>
17,454	\$21.50	\$16.13	\$5.38	\$93,815
<b>Rounded Value Indication</b>				<b>\$95,000</b>
<small>Internal calculations reflect a greater mathematical accuracy than shown</small>				

**RECONCILIATION**

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**STAND-ALONE METHOD**

Based on the preceding analysis, it is the opinion of the appraiser that the market value of the 17,454-square-foot street to be vacated, as a stand-alone site, as described herein, as of the date of inspection, May 28, 2024, is:

**NINETY-FIVE THOUSAND DOLLARS**

**\$95,000**

# CERTIFICATION

---

I certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and represent my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. I have made personal inspections of the property that is the subject of this report.
8. No one provided significant real property appraisal assistance to the person signing this report in the preparation of and research contained within this report.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.
12. The appraiser is competent and qualified to perform the appraisal assignment.

## CERTIFICATION

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13. I have performed no services as appraisers, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
14. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

Respectfully submitted,



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Barbro A. Hines, MAI, SRA  
State of Washington Certification 1101044

# QUALIFICATIONS

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## BARBRO A. HINES, MAI, SRA

### EDUCATION

Eastern Illinois University - Bachelor of Arts in Speech Communication

### PROFESSIONAL DESIGNATION

MAI, Appraisal Institute

SRA, Appraisal Institute

### PROFESSIONAL EDUCATION

Appraisal Institute Courses:

Introduction to Appraising

Applied Residential Property Valuation

Advanced Residential Form and Narrative Report Writing

Basic Income Capitalization

General Applications

Advanced Income Capitalization

Highest and Best Use and Market Analysis

Advanced Sales Comparison and Cost Approaches

Report Writing and Valuation Analysis

Advanced Applications

Standards of Professional Practice, Part A

Standards of Professional Practice, Part B

Business Practice and Ethics

### CERTIFICATIONS

General Classification Washington State Certified Real Estate Appraiser

State of Washington Certification 1101044

### EXPERIENCE

Partner/Appraiser – SH&H Valuation and Consulting (formerly Strickland, Heischman, and Hoss),  
Tacoma, WA

(1996 to present)

Owner/Appraiser – Barbro A. Hines and Associates, South Holland, IL

(1989-1995)

Associate Appraiser – Ralph W. Hines and Associates, South Holland, IL

(1986-1989)

**APPRAISAL EXPERIENCE INCLUDES**

Agricultural Land	Mobile Home Parks
Apartments	Offices (Professional and Medical)
Automobile Dealerships	Residential
Bank Branches	Restaurants
Churches	Retail
Cold Storage/Food Processing Facilities	Right-of-Way
Conservation Easements	Schools
Gas Station/C-Stores	Storage Complexes
Hotels/Motels	Subdivisions
Industrial Properties	Waterfront Properties

**COMPLETED APPRAISAL ASSIGNMENTS FOR**

Wells Fargo	Salal Credit Union
U.S. Bank	South Sound Bank
KeyBank	Washington State Department of Transportation
Union Bank	Jefferson County Public Works
Bank of America	City of University Place
Pacific Crest Trail Association	Sawyer Family Partnership
Timberland Bank	University of Washington
Kitsap Bank	City of Lacey
Umpqua Bank	Columbia Bank
First Citizens Bank	City of Port Orchard
Jon E. Cushman, Attorney at Law	Washington Department of Natural Resources
Laura Weselmann, Attorney at Law	Puyallup Tribe of Indians
Costco Wholesale	Jefferson Land Trust
City of Lakewood	Vashon-Maury Island Land Trust
Washington Federal	Capitol Land Trust
City of Tacoma	Metropolitan Park District of Tacoma

**PARTIAL LIST OF WASHINGTON COUNTIES APPRAISED IN**

Clallam County	Mason County
Cowlitz County	Pacific County
Grays Harbor County	Pierce County
Jefferson County	Skagit County
King County	Snohomish County
Kitsap County	Thurston County
Kittitas County	Whatcom County
Lewis County	Yakima County

## **ASSUMPTIONS AND LIMITING CONDITIONS**

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Unless noted otherwise in the body of the report, this appraisal is subject to the following assumptions and limiting conditions.

1. No responsibility is assumed for legal or title considerations. Title to the subject property is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is assumed to be under responsible ownership and competent management and is assumed available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that impact the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that impact the value of the property.
4. Information, public and private, relevant to sale price indications is assumed to be correct.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. Information, estimates and opinions contained in the report, obtained from others, including third-party sources, are assumed to be reliable and have not been independently verified and no warranty is given for accuracy.
7. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
8. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
9. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
10. When environmental impact studies are not provided in conjunction with the appraisal, we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.



## **ASSUMPTIONS AND LIMITING CONDITIONS**

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11. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
12. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
13. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
14. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
15. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
16. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the person signing the report.

## ASSUMPTIONS AND LIMITING CONDITIONS

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17. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
18. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
19. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
20. The current purchasing power of the dollar is the basis for the value stated herein. We have assumed that no extreme fluctuations in economic cycles will occur.
21. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material. The *Americans with Disabilities Act (ADA)* became effective in the 1990s. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the *ADA* accessibility guidelines. We claim no expertise in *ADA* issues, and render no opinion regarding compliance of the subject with *ADA* regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

## ASSUMPTIONS AND LIMITING CONDITIONS

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22. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environmental hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
  
23. The person signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
  
24. The appraisal report and the value conclusion within the appraisal is predicated upon the assumption that the satisfactory completion of construction, repairs or alterations will be performed in a workmanlike manner.
  
25. It is expressly acknowledged that in any action which may be brought against SH&H Valuation and Consulting, or their respective officers, owners, managers, directors, agents, subcontractors or employees (the "SH&H Valuation and Consulting Parties"), arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, the "SH&H Valuation and Consulting Parties" shall not be responsible or liable for an incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further acknowledged that the collective liability of the "SH&H Valuation and Consulting Parties" in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with gross negligence. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.

## ASSUMPTIONS AND LIMITING CONDITIONS

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26. SH&H Valuation and Consulting, an independently owned and operated company, has prepared the appraisal for the specific purpose stated elsewhere in the report. The intended use of the appraisal is stated in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
27. The conclusions contained in this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. SH&H Valuation and Consulting and the undersigned are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
28. Any prospective value estimates presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.
29. The value estimate herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

## EXTRAORDINARY ASSUMPTIONS AND/OR HYPOTHETICAL CONDITIONS

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- 1) **Extraordinary Assumption:** *“an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.”*<sup>9</sup> Extraordinary assumptions assume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in analysis.

There are no extraordinary assumptions relevant to this appraisal.

- 2) **Hypothetical Condition:** *“a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.”*<sup>10</sup> A hypothetical condition assumes conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in analysis.

There are no hypothetical conditions relevant to this appraisal.

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<sup>9</sup> *Uniform Standards of Professional Appraisal Practice, 2024 Edition*, Appraisal Standards Board, The Appraisal Foundation, Washington D.C., p. 4.

<sup>10</sup> *Ibid*, p. 4.

# **ADDENDA**



May 1, 2024

Maranda L. Poirier-Cote  
Accounting Controller  
Hospitality Development Group  
11751 Pacific Highway SW  
Lakewood, WA 98499  
[accounting@seahx.com](mailto:accounting@seahx.com)

RE: Appraisal Request  
Street vacation, adjacent to Pierce County Assessors Parcels  
0219122162, 0219122163, 021922042, and 0219122170  
Lakewood, WA


Dear Ms. Poirier-Cote:

Per recent correspondence, our firm can supply you with appraisal services concerning the above referenced property. The purpose of the appraisal is to provide an opinion of the value of part of a right of way adjacent to the above referenced properties, as of the date of inspection. The right of way is identified as Cline Road SW and is located southerly of Pacific Highway SW in Lakewood, Washington. It is my understanding that there may be a future segregation of the right of way between the parcels identified above, however, as of this date, the specifics to the segregation have not been finalized.

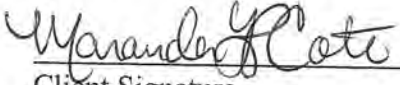
The fee to complete the assignment is \$3,200 with a delivery date of four weeks upon notice to proceed, if the required information to complete the appraisal is available. The appraisal will be prepared with the intent to be in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniform Standards of Professional Appraisal Practice.

Payment can be made by check (payable to SH&H Valuation and Consulting), by ACH or by credit card. If payment is made by credit card, a transaction fee of 3% of the total fee will be applied. ACH or credit card payments can be processed by contacting our administrative staff at 253-564-3230 during normal business hours. If you agree with this proposal, please return a copy of this signed engagement letter with the fee and we will work with you to begin the process. Should you have any questions, please do not hesitate to contact me on my cellular at 253-209-8481.

Sincerely,

  
Barbro A. Hines, MAI, SRA  
State of Washington Certification 1001044

Engagement Letter Accepted

  
\_\_\_\_\_  
Client Signature

5/15/24  
Date





# STATE OF WASHINGTON



DEPARTMENT OF LICENSING - BUSINESS AND PROFESSIONS DIVISION  
THIS CERTIFIES THE PERSON OR BUSINESS NAMED BELOW IS AUTHORIZED AS A

**CERTIFIED GENERAL REAL ESTATE APPRAISER  
SUPERVISOR**

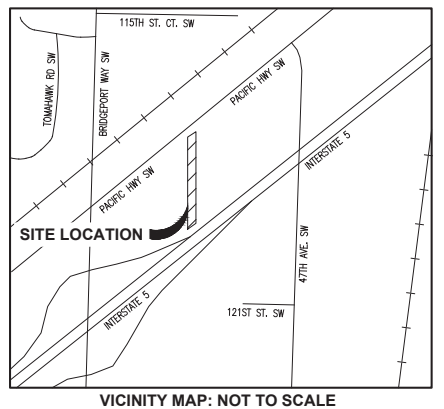
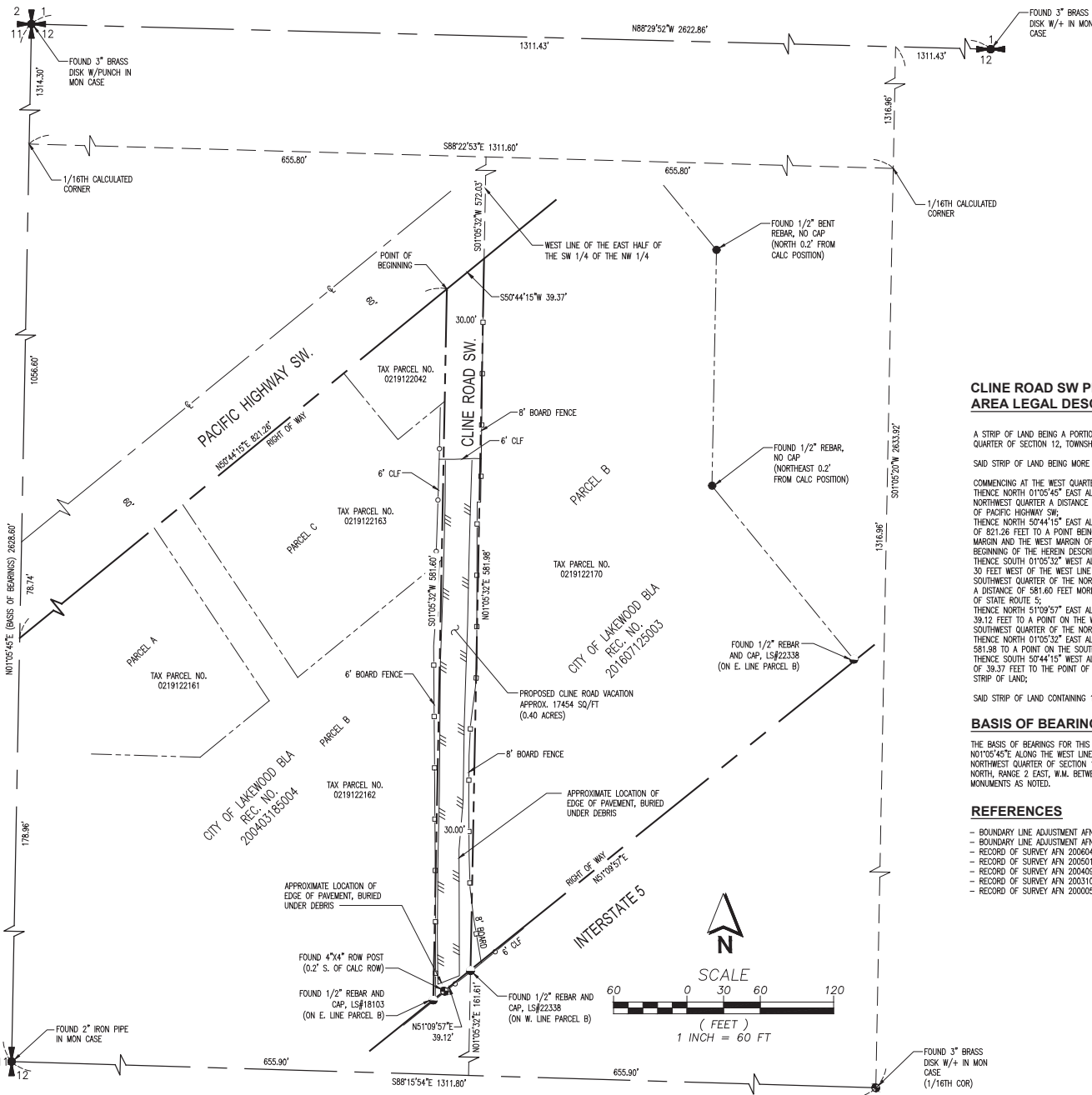
**BARBRO A HINES**

**1101044**  
License Number

**01/31/2002**  
Issue Date

**10/01/2025**  
Expiration Date

  
\_\_\_\_\_  
Marcus J Glasper, Director



**CLINE ROAD SW PROPOSED VACATION  
AREA LEGAL DESCRIPTION**

A STRIP OF LAND BEING A PORTION OF THE SW QUARTER OF THE NW QUARTER OF SECTION 12, TOWNSHIP 19, NORTH, RANGE 2 EAST W.M.

SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 12; THENCE NORTH 01°05'45" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 178.96 FEET TO THE SOUTH MARGIN OF PACIFIC HIGHWAY SW; THENCE NORTH 50°44'15" EAST ALONG SAID SOUTH MARGIN A DISTANCE OF 821.26 FEET TO A POINT BEING THE INTERSECTION OF SAID SOUTH MARGIN AND THE WEST MARGIN OF CLINE ROAD SW AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED STRIP OF LAND; THENCE SOUTH 01°05'32" WEST ALONG A LINE PARALLEL WITH AND LYING 30 FEET WEST OF THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 581.60 FEET MORE OR LESS TO THE NORTHERLY MARGIN OF STATE ROUTE 5; THENCE NORTH 51°09'57" EAST ALONG SAID MARGIN A DISTANCE OF 39.12 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 01°05'32" EAST ALONG SAID WEST LINE A DISTANCE OF 581.98 TO A POINT ON THE SOUTH MARGIN OF PACIFIC HIGHWAY SW; THENCE SOUTH 50°44'15" WEST ALONG SAID SOUTH MARGIN A DISTANCE OF 39.37 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED STRIP OF LAND;

SAID STRIP OF LAND CONTAINING 17,454 SQUARE FEET MORE OR LESS.

**SURVEYOR'S NARRATIVE**

THE PURPOSE OF THIS SURVEY IS TO ACCURATELY DEFINE THE RIGHT OF WAY LIMITS FOR CLINE ROAD SW LYING BETWEEN INTERSTATE 5 AND PACIFIC HIGHWAY SW. TO SUPPORT AN APPLICATION FOR THE VACATION OF SAID RIGHT OF WAY.

**STATISTICS**

EQUIPMENT: HEMISPHERE S321 GPS AND LEICA TS12 ROBOTIC TOTAL STATION.  
 METHODOLOGY: FIELD TRAVERSE AND GPS  
 MEETS OR EXCEEDS SURVEY STANDARD AS PER:  
 WAC 332-130-050  
 WAC 332-130-090  
 WAC 332-130-100

ALL SURVEY WORK OCCURRED IN JULY OF 2023.

- LEGEND**
- FOUND SECTION CORNER AS NOTED
  - FOUND QUARTER CORNER AS NOTED
  - FOUND MONUMENT AS NOTED
  - FOUND REBAR AS NOTED
  - FOUND REBAR AND CAP AS NOTED

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS N01°05'45"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 2 EAST, W.M. BETWEEN TWO FOUND MONUMENTS AS NOTED.

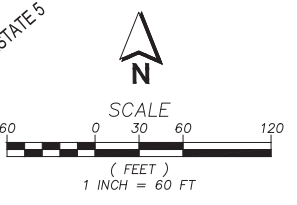
**REFERENCES**

- BOUNDARY LINE ADJUSTMENT AFN 200403185004
- BOUNDARY LINE ADJUSTMENT AFN 201807125003
- RECORD OF SURVEY AFN 200604135001
- RECORD OF SURVEY AFN 200501315004
- RECORD OF SURVEY AFN 200409245009
- RECORD OF SURVEY AFN 200310315002
- RECORD OF SURVEY AFN 200005245001

**SURVEYOR'S CERTIFICATE**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE HOSPITALITY DEVELOPMENT GROUP IN JULY OF 2023.

*Robert W. Pusey, Jr.*  
 ROBERT W. PUSEY, JR., PLS  
 CERTIFICATE NO. 41964



By	Date	Scale: 1"=60'
Surveyed JKUM	07/2023	Date: JULY-2023
Drawn RP	07/2023	Drawing Number
Checked JK	07/2023	TLS-1092-001
Approved RP	07/2023	
Accepted RP	07/2023	Sheet 1 of 1

SECTION INDEX					
QUARTER	SECTION	TOWNSHIP	RANGE		
SW,NW	12	19N	2E		

PO BOX 268  
 GIG HARBOR, WA. 98335



**RECORD OF SURVEY  
FOR CLINE ROAD SW VACATION**

A PORTION OF THE SW 1/4, NW 1/4 OF SECTION 12,  
TOWNSHIP 19 NORTH, RANGE 2 EAST, W.M.  
CITY OF LAKEWOOD  
PIERCE COUNTY, WASHINGTON

**AUDITOR'S CERTIFICATE**

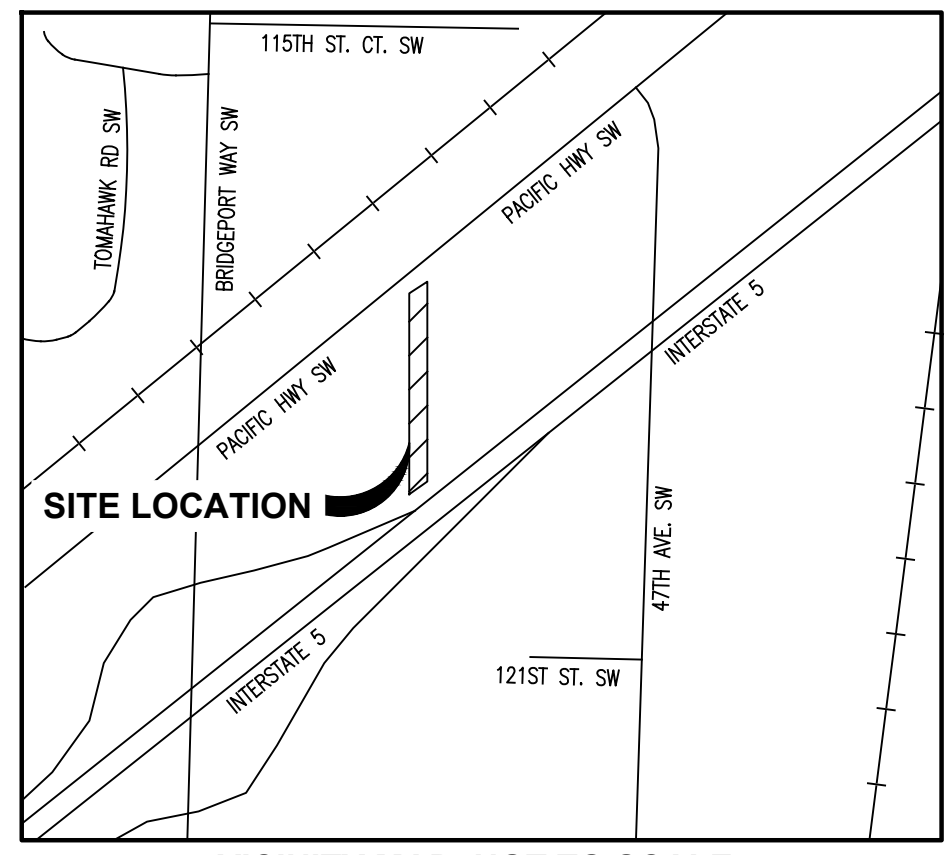
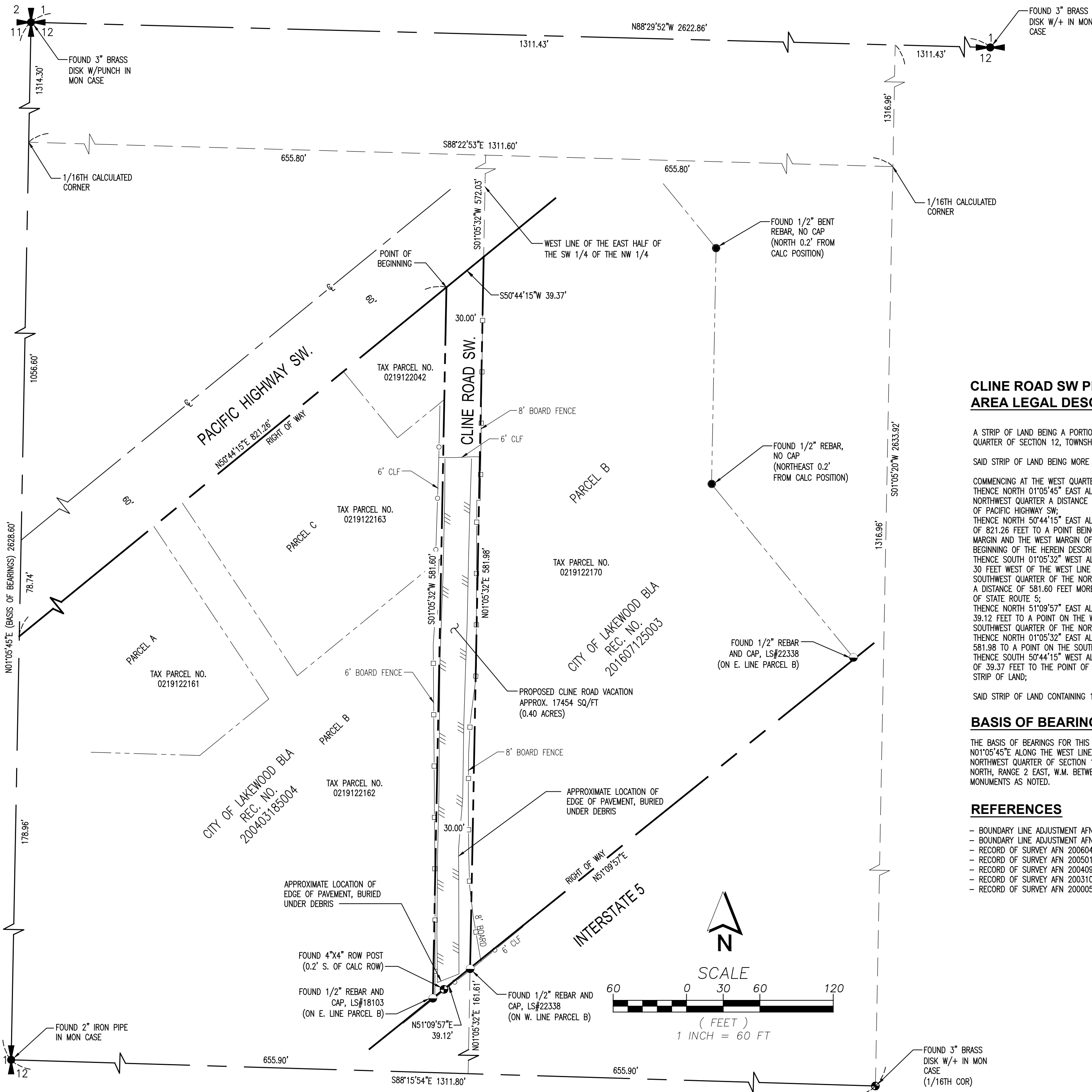
FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023,  
 AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF SURVEYS AT PAGE \_\_\_\_\_  
 AT THE REQUEST OF TRULAND SURVEY, LLC.

COUNTY AUDITOR \_\_\_\_\_

AUDITOR'S FILE NO. \_\_\_\_\_



3609 Market Place West, Suite 201, University Place, WA 98466  
p. 253.564.3230 | f. 253.564.3143



VICINITY MAP: NOT TO SCALE

**CLINE ROAD SW PROPOSED VACATION AREA LEGAL DESCRIPTION**

A STRIP OF LAND BEING A PORTION OF THE SW QUARTER OF THE NW QUARTER OF SECTION 12, TOWNSHIP 19, NORTH, RANGE 2 EAST W.M.

SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 12; THENCE NORTH 01°05'45" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 178.96 FEET TO THE SOUTH MARGIN OF PACIFIC HIGHWAY SW; THENCE NORTH 50°44'15" EAST ALONG SAID SOUTH MARGIN A DISTANCE OF 821.26 FEET TO A POINT BEING THE INTERSECTION OF SAID SOUTH MARGIN AND THE WEST MARGIN OF CLINE ROAD SW AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED STRIP OF LAND; THENCE SOUTH 01°05'32" WEST ALONG A LINE PARALLEL WITH AND LYING 30 FEET WEST OF THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 581.60 FEET MORE OR LESS TO THE NORTHERLY MARGIN OF STATE ROUTE 5; THENCE NORTH 51°09'57" EAST ALONG SAID MARGIN A DISTANCE OF 39.12 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 01°05'32" EAST ALONG SAID WEST LINE A DISTANCE OF 581.98 TO A POINT ON THE SOUTH MARGIN OF PACIFIC HIGHWAY SW; THENCE SOUTH 50°44'15" WEST ALONG SAID SOUTH MARGIN A DISTANCE OF 39.37 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED STRIP OF LAND;

SAID STRIP OF LAND CONTAINING 17,454 SQUARE FEET MORE OR LESS.

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS N01°05'45"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 2 EAST, W.M. BETWEEN TWO FOUND MONUMENTS AS NOTED.

**REFERENCES**

- BOUNDARY LINE ADJUSTMENT AFN 200403185004
- BOUNDARY LINE ADJUSTMENT AFN 201607125003
- RECORD OF SURVEY AFN 200604135001
- RECORD OF SURVEY AFN 200501315004
- RECORD OF SURVEY AFN 200409245009
- RECORD OF SURVEY AFN 200310315002
- RECORD OF SURVEY AFN 200005245001

**SURVEYOR'S NARRATIVE**

THE PURPOSE OF THIS SURVEY IS TO ACCURATELY DEFINE THE RIGHT OF WAY LIMITS FOR CLINE ROAD SW LYING BETWEEN INTERSTATE 5 AND PACIFIC HIGHWAY SW. TO SUPPORT AN APPLICATION FOR THE VACATION OF SAID RIGHT OF WAY.

**STATISTICS**

EQUIPMENT: HEMISPHERE S321 GPS AND LEICA TS12 ROBOTIC TOTAL STATION.  
 METHODOLOGY: FIELD TRAVERSE AND GPS  
 MEETS OR EXCEEDS SURVEY STANDARD AS PER:  
 WAC 332-130-050  
 WAC 332-130-090  
 WAC 332-130-100  
 ALL SURVEY WORK OCCURRED IN JULY OF 2023.

**LEGEND**

- FOUND SECTION CORNER AS NOTED
- FOUND QUARTER CORNER AS NOTED
- FOUND MONUMENT AS NOTED
- FOUND REBAR AS NOTED
- FOUND REBAR AND CAP AS NOTED

**SURVEYOR'S CERTIFICATE**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE HOSPITALITY DEVELOPMENT GROUP IN JULY OF 2023.

ROBERT W. PUSEY JR, PLS  
 CERTIFICATE NO. 41964



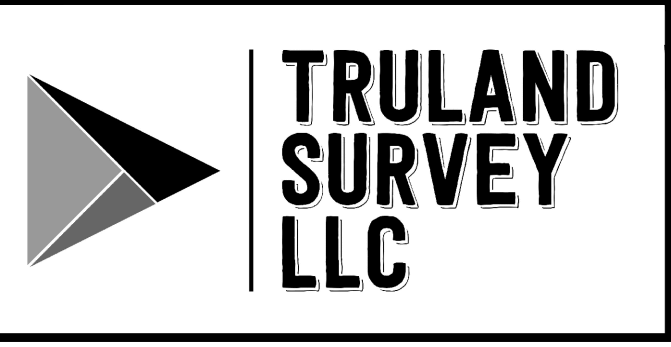
REC 8/12/24  
 3494/8942  
 REV1

**AUDITOR'S CERTIFICATE**

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023,  
 AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF SURVEYS AT PAGE \_\_\_\_\_  
 AT THE REQUEST OF TRULAND SURVEY, LLC.

COUNTY AUDITOR \_\_\_\_\_  
 AUDITOR'S FILE NO. \_\_\_\_\_

By	Date	Scale: 1"=60'	SECTION INDEX			
Surveyed	JK/JM 07/2023	Date: JULY-2023	QUARTER	SECTION	TOWNSHIP	RANGE
Drawn	RP 07/2023	Drawing Number	SW,NW	12	19N	2E
Checked	JK 07/2023	TLS-1092-001				
Approved	RP 07/2023					
Accepted	RP 07/2023	Sheet 1 of 1				



**RECORD OF SURVEY**  
**FOR CLINE ROAD SW VACATION**  
 A PORTION OF THE SW 1/4, NW 1/4 OF SECTION 12,  
 TOWNSHIP 19 NORTH, RANGE 2 EAST, W.M.  
 CITY OF LAKEWOOD  
 PIERCE COUNTY, WASHINGTON



REC 8/12/24  
3494/8942  
REV1

# TO THE LAKEWOOD CITY COUNCIL

To Whom It May Concern:

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

Re: VACATING Cline Rd SW, Lakewood, WA, 98499

See attached survey for complete legal description

Cline Rd SW currently is a dead-end street in the city of Lakewood WA which borders our property; parcel no. 0219122162

Due to the continued increase in crime, car theft, and break ins, we, Hospitality Development Group II, LLC are petitioning for a land vacation in order to acquire the property. Once acquired we plan to pave, fence, and monitor it using our security team and equipment. We are hopeful this will eliminate some of the issues we, and our surrounding neighbors, are encountering. The safety of our staff, our guests, and our neighbors is our highest priority.

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.

### Notice to all parties signatory hereto:

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

**PRINCIPAL PETITIONER**

**PARCEL NO. OF PROPERTY OWNED**

**COMPLETE RESIDENTIAL MAILING ADDRESS**

1. Kyu B. Lee

0219122162

11751 PACIFIC HWY SW, LAKEWOOD WA

### ADDITIONAL PETITIONERS INCLUDING ADJOINING OWNERS

(requires majority of frontage owners)

1. 

0219122170

2390 Tower Drive, Monroe, LA 71201

Lakewood Hospitality, LLC

By: Dewey F. Weaver, Jr., Managing Member

Print Name

REC 8/12/24  
3494/8942  
REV1

PRINCIPAL PETITIONER

PARCEL NO. OF  
PROPERTY OWNED

COMPLETE  
RESIDENTIAL  
MAILING ADDRESS

2. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

3. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

4. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

5. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

6. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

7. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

8. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Said Petitioners believe that the above described right-of-way is not useful as a part of the City of Lakewood Road System and that the public will be benefited by the Vacation; and , therefore, pray for the Vacation of said right-of-way as provided by law, and assume responsibility for all aforementioned fees and/or costs as per R.C.W. Chapter 36.87.

Respectfully submitted this 12 day of August, 2024.

NOTE: Petition must be returned within 90 days from 5 July 2024.

REC 8/12/24  
3494/8942  
REV1

**STATEMENT OF UNDERSTANDING**

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

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

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



**PUBLIC NOTICE**



TO SUBMIT COMMENTS OR  
OBTAIN INFORMATION  
CONTACT 253-389-2489





The Beaufort Gazette  
 The Belleville News-Democrat  
 Bellingham Herald  
 Centre Daily Times  
 Sun Herald  
 Idaho Statesman  
 Bradenton Herald  
 The Charlotte Observer  
 The State  
 Ledger-Enquirer

Durham | The Herald-Sun  
 Fort Worth Star-Telegram  
 The Fresno Bee  
 The Island Packet  
 The Kansas City Star  
 Lexington Herald-Leader  
 The Telegraph - Macon  
 Merced Sun-Star  
 Miami Herald  
 El Nuevo Herald

The Modesto Bee  
 The Sun News - Myrtle Beach  
 Raleigh News & Observer  
 Rock Hill | The Herald  
 The Sacramento Bee  
 San Luis Obispo Tribune  
 Tacoma | The News Tribune  
 Tri-City Herald  
 The Wichita Eagle  
 The Olympian

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36009	594598	Print Legal Ad-IPL01951890 - IPL0195189		\$247.51	1	35 L

**Attention:** Briana Schumacher

CITY OF LAKEWOOD  
 6000 MAIN ST SW  
 LAKEWOOD, WA 984995027

BSchumacher@cityoflakewood.us

**Notice of Lakewood City Council Public Hearing**

RE: Cline Road SW lying between Interstate 5 and Pacific Highway SW.

On Monday, October 21, 2024, at 7:00 p.m., or soon thereafter, the Lakewood City Council will hear public testimony on the proposed vacation of that portion of Cline Road SW lying between Interstate 5 and Pacific Highway SW pursuant to RCW 35.79.

The area is an unused public street, it is proposed to be vacated, and anyone objecting to the proposed vacation should attend the public hearing or send a letter indicating the objection to the City Clerk, 6000 Main Street SW, Lakewood, WA 98499 or BSchumacher@cityoflakewood.us prior to the hearing.

This hearing will take place in the City Council Chambers, 6000 Main Street SW, Lakewood, Washington. All persons will have an opportunity to present their oral comments at the hearing.

For further information about this matter, please contact Franc Sawatzki, Associate Civil Engineer, PWEpermits@CityofLakewood.us. IPL0195189 Sep 20 2024

Mary Castro, being duly sworn, deposes and says: That he/she is the Principal Clerk of the publication; The News Tribune, printed and published in Tacoma, Pierce County, State of Washington, and having a general circulation therein, and which said newspaper(s) have been continuously and uninterrupted published in said County during a period of six months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in The News Tribune, as amended, for:

1 insertion(s) published on:  
 09/20/24

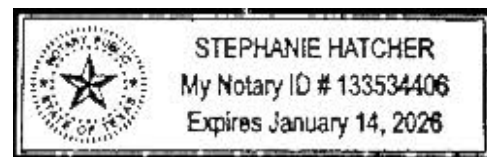
*Mary Castro*

Principal Clerk

Sworn to and subscribed before me this 20th day of September in the year of 2024 before me, a Notary Public, personally appeared before me Mary Castro known or identified to me to be the person whose name subscribed to the within instrument, and being by first duly sworn, declared that the statements therein are true, and acknowledged to me that he/she executed the same.

*Stephanie Hatcher*

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.  
 Legal document please do not destroy!

ORDINANCE NO. 8xx

AN ORDINANCE of the City Council of the City of Lakewood, Washington, vacating that section of Cline Road lying between Interstate 5 and Pacific Highway SW.

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 August 15, 2024, 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. 2024-12 on September 16, 2024, setting a public hearing date regarding this proposed vacation on October 21, 2024, 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 October 21, 2024, said public hearing was (WILL BE) held before the Lakewood City Council; and

WHEREAS, pursuant to Lakewood Municipal Code section 12.12.120, the City Council has considered 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 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 section of Cline Road lying between Interstate 5 and Pacific Highway 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 to each abutting parcel, noting that Lakewood Hospitality LLC, the owner of parcel 0219122170, cedes their portion to Hospitality Development Group II LLC, the owner of parcel 0219122162 as shown in the attachment hereto, marked "Exhibit B" and incorporated herein by this reference.
- Section 3. The City shall retain an easement and the right to exercise and grant easements across the vacated right-of-way 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 \$95,000, which represents full appraised value of the net amount (17,454 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 21<sup>st</sup> day of October 2024.

CITY OF LAKEWOOD

Attest:

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

\_\_\_\_\_

Briana Schumacher, City Clerk

Approved as to Form:

---

Heidi Ann Wachter, City Attorney

# EXHIBIT A

## **CLINE ROAD SW PROPOSED VACATION AREA LEGAL DESCRIPTION**

A STRIP OF LAND BEING A PORTION OF THE SW QUARTER OF THE NW QUARTER OF SECTION 12, TOWNSHIP 19, NORTH, RANGE 2 EAST W.M.

SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 12;  
THENCE NORTH 01°05'45" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 178.96 FEET TO THE SOUTH MARGIN OF PACIFIC HIGHWAY SW;  
THENCE NORTH 50°44'15" EAST ALONG SAID SOUTH MARGIN A DISTANCE OF 821.26 FEET TO A POINT BEING THE INTERSECTION OF SAID SOUTH MARGIN AND THE WEST MARGIN OF CLINE ROAD SW AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED STRIP OF LAND;  
THENCE SOUTH 01°05'32" WEST ALONG A LINE PARALLEL WITH AND LYING 30 FEET WEST OF THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 581.60 FEET MORE OR LESS TO THE NORTHERLY MARGIN OF STATE ROUTE 5;  
THENCE NORTH 51°09'57" EAST ALONG SAID MARGIN A DISTANCE OF 39.12 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12;  
THENCE NORTH 01°05'32" EAST ALONG SAID WEST LINE A DISTANCE OF 581.98 TO A POINT ON THE SOUTH MARGIN OF PACIFIC HIGHWAY SW;  
THENCE SOUTH 50°44'15" WEST ALONG SAID SOUTH MARGIN A DISTANCE OF 39.37 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED STRIP OF LAND;

SAID STRIP OF LAND CONTAINING 17,454 SQUARE FEET MORE OR LESS.

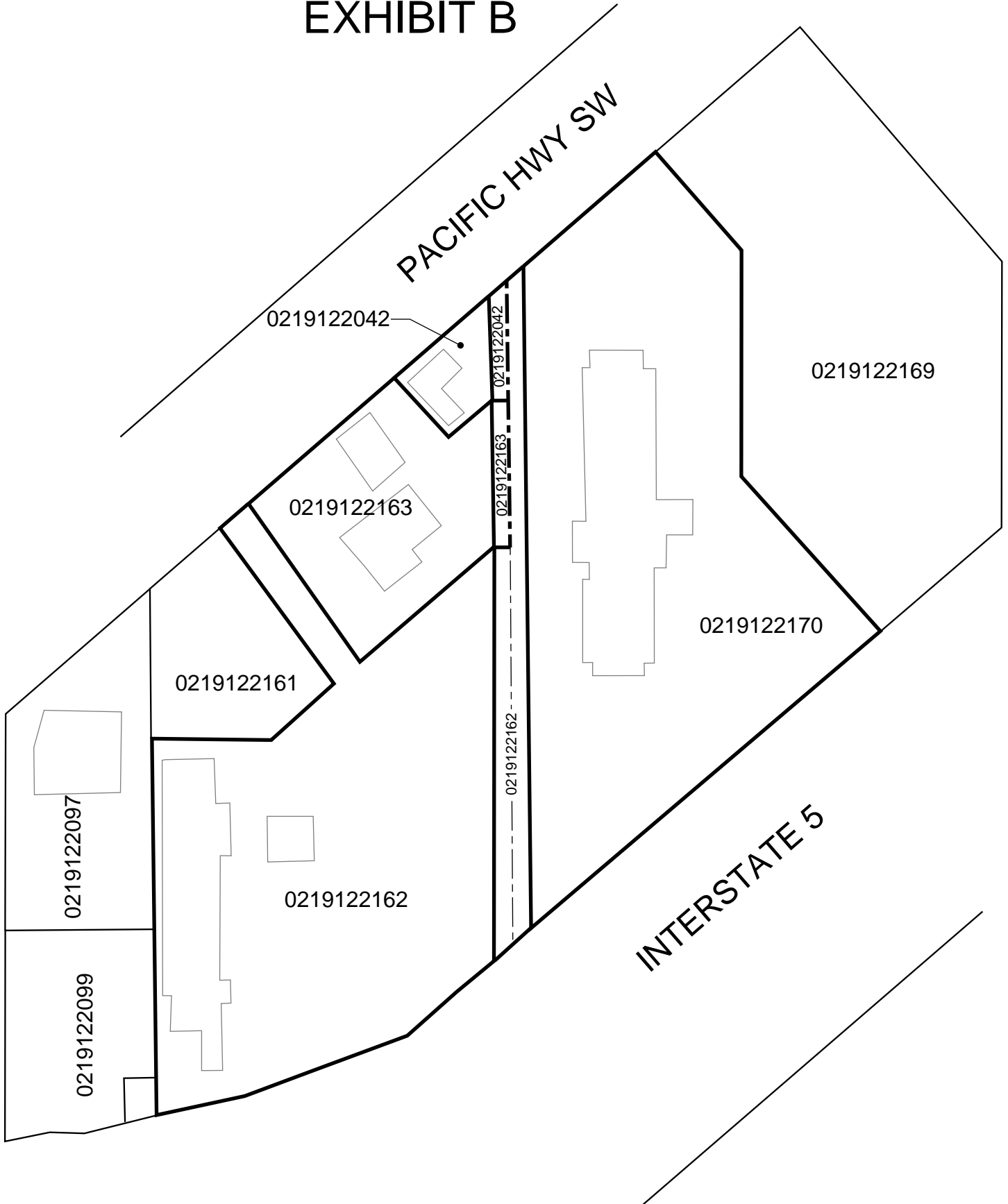
## **BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS N01°05'45"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 2 EAST, W.M. BETWEEN TWO FOUND MONUMENTS AS NOTED.

## **REFERENCES**

- BOUNDARY LINE ADJUSTMENT AFN 200403185004
- BOUNDARY LINE ADJUSTMENT AFN 201607125003
- RECORD OF SURVEY AFN 200604135001
- RECORD OF SURVEY AFN 200501315004
- RECORD OF SURVEY AFN 200409245009
- RECORD OF SURVEY AFN 200310315002
- RECORD OF SURVEY AFN 200005245001

# EXHIBIT B



**[DRAFT] STAFF REPORT**

**CITY COUNCIL TO CONDUCT A PUBLIC HEARING  
MONDAY OCTOBER 21, 2024**

**VACATION REQUEST SUMMARY:**

Hospitality Group LLC, represented by Kyu B Lee, and Lakewood Hospitality LLC, represented by Dewey F. Weaver, Jr., the owners of real property directly adjacent to the right-of-way to be vacated, have submitted a request to vacate that section of Cline Road lying between Interstate 5 and Pacific Highway SW. The portion of right-of-way to be vacated is approximately 17,454 square feet in size and abuts parcel numbers 0219122042, 0219122163, 0219122162 and 0219122170. The owners of parcels 0219122162 and 0219122170, representing more than two-thirds of the property abutting the street, have signed the vacation petition. Division of the vacated right-of-way shall be per RCW 35.79.040 and by written agreement.

The street, originally named Jack Cline Road was dedicated to public use in Pierce County, State of Washington 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 \$95,000 which represents full appraised value.

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

A STRIP OF LAND BEING A PORTION OF THE SW QUARTER OF THE NW QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 2 EAST W.M.  
SAID STRIP OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 12;  
THENCE NORTH 01°05'45" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 178.96 FEET TO THE SOUTH MARGIN OF PACIFIC HIGHWAY SW;  
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THENCE SOUTH 50°44'15" WEST ALONG SAID SOUTH MARGIN A DISTANCE OF 39.37 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED STRIP OF LAND;



SAID STRIP OF LAND CONTAINING 17,454 SQUARE FEET MORE OR LESS.

**Petition:** Hospitality Group LLC owner of parcel 0219122162, represented by Kyu B Lee, abutting the proposed vacated area. Additional petitioner Lakewood Hospitality LLC the owner of parcel 0219122170, represented by Dewey F. Weaver, Jr. A copy of the vacation petition is attached.

**Notification:** On September 16, 2024, the Lakewood City Council passed Resolution No. 2024-12 establishing October 21, 2024, as the date for a public hearing to be held before the City Council on the proposed vacation. In accordance with LMC 12.12.090, 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 September 20, 2024. A placard was posted at the site where the vacation is being requested.

**In accordance with the LMC 12.12.120, 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;  
A vacation will better serve the public good by returning this land to the tax rolls and removing the city burden of maintenance and repair.
- B. Whether the street or alley is no longer required for public use or public access;  
The street is not used for access at this time because it terminates at Interstate 5 which is a limited access highway.
- C. Whether the substitution of a new and different public way would be more useful to the public;  
There are no viable substitutions in the vicinity which would better serve the public.
- D. Whether conditions may so change in the future as to provide a greater use or need than presently exists;  
The dead end street will not be usable at any time in the foreseeable future.
- 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.  
Objections in writing have been received from two abutting property owners who desire that the street be reopened for public access.

**Department and Agency Recommendations:**

Planning and Public Works Department:

This dead-end street has been gated off for the past few years to minimize illegal dumping and other activities. PPW does not see any benefit to maintaining it as public right-of-way.

If the City Council chooses to approve the proposed vacation, the following conditions should be imposed:

1. The vacation shall be effective upon payment to the City of Lakewood, within 120 days of the date hereof, by the owner of the property or assignee adjacent thereto and to be benefited by the vacation, in the amount which represents full appraised value of the 17,454 +/- square feet of right-of-way to be vacated.
2. 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 public utilities and services. Said easement shall specifically prohibit the parking of vehicles or placement of obstructions in the vacated right-of-way.

Attachments:

- 1) Vacation petition
- 2) Agenda Bill
- 3) Resolution to conduct public hearing
- 4) Aerial View
- 5) Survey
- 6) Title to Vacated Street illustration

**From:** [Amos Brinkley](#)  
**To:** "[Wott@cityoflakewood.us](mailto:Wott@cityoflakewood.us)"; [Franc Sawatzki](#); [Becky Newton](#); [Briana Schumacher](#)  
**Subject:** OBJECTION Proposed Vacation of Cline Road SW 98499  
**Date:** Monday, October 7, 2024 10:41:51 AM

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Some people who received this message don't often get email from bellasi5motorsport@hotmail.com. [Learn why this is important](#)

**This email originated outside the City of Lakewood.**

**Use caution when following links or opening attachments as they could lead to malicious code or infected web sites. When in doubt, please contact the HelpDesk.**

*- helpdesk@cityoflakewood.us ext. 4357*

---

Good morning! I'm the owner of Bella's I-5 Motor Sport on Cline RD, & 11733 Pacific HWY, SW 98499. I oppose the vacation and request this right of way be opened back up to public use as a road.

Thank you in advance.



Amos Brinkley: Member  
Bella's I-5 Motor Sport  
11733 Pacific HWY SW  
Lakewood, WA 98499  
Phone: 253-507-8264  
Fax: 253-507-8128  
[bellasi5motorsport.com](http://bellasi5motorsport.com)

**From:** [Jennifer Hines](#)  
**To:** [Briana Schumacher](#)  
**Subject:** OBJECTION Proposed Vacation of Cline Road SW  
**Date:** Friday, October 4, 2024 2:15:59 PM

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You don't often get email from [jhines@mc-ec.org](mailto:jhines@mc-ec.org). [Learn why this is important](#)

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*- [helpdesk@cityoflakewood.us](mailto:helpdesk@cityoflakewood.us) ext. 4357*

---

Good afternoon! I am the Deputy CEO for Medicine Creek Enterprise Corporation for the Nisqually Indian Tribe. We received notification of the upcoming public hearing for Cline Road SW. **We oppose this vacation**, as we want to right of way opened back up for public transportation purposes.

We will soon begin redeveloping our property and will also be taking ownership of the property to the SE of us, which lies directly on the Cline/Pacific intersection. This vacation was initiated without the inclusion of the other owners on Cline Road SW. When we were finally notified this application was made, the owner pushing the vacation had already worked deals with another owner to take title to not just their own lawful portion, but to a portion extending all the way to Pacific. We explicitly informed them we do not agree, and expressed our displeasure at their very underhanded attempt to keep this dealings secret from the rest of the owners in order to better their position.

I am a former manager for the City of Tacoma Public Works Department and am very familiar with Vacations. I am happy to meet and discuss our objections, as well as our request the City open this right of way to public traversal.

Thank you,

**Jennifer S. Hines, Esq.**

Deputy CEO  
Medicine Creek Enterprise Corporation  
360-464-2893 (office) 253-380-1202 (cell)  
[jhines@mc-ec.org](mailto:jhines@mc-ec.org)

This email is the property of Medicine Creek Enterprise Corporation and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> October 21, 2024	<b>TITLE:</b> Motion regarding Multifamily Tax Exemption RTA Direction to Planning Commission.	<b>TYPE OF ACTION:</b> — ORDINANCE NO. — RESOLUTION NO.
<b>REVIEW:</b> October 14, 2024	<b>ATTACHMENTS:</b>	<input checked="" type="checkbox"/> MOTION NO. 2024-70 — OTHER

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

**RECOMMENDATION:** It is recommended that City Council pass this motion providing guidance related to the Multifamily Tax Exemption (MFTE) Residential Target Area (RTA).

**DISCUSSION:** The City Council reviewed the Multifamily Tax Exemption program Residential Target Areas for potential expansion on October 14, 2024.

The City Council is in favor of considering Residential Target Area expansion in the Central District and Springbrook, as well as conderation to add residential target areas in the Oakbrook and Tillicum areas.

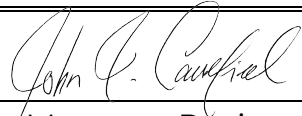
Residential Target Areas are allowed in the ARC, CBD, MF1, MF2, MF3, NC1, NC1, and TOC Zones.

The City Council is in favor of amending LMC 3.64.020(G) to allow for a 12-year MFTE property tax exemption extension in the Central Business District outside of the Tax Increment Finance area.

The next step will be for Planning Commission to perform their review to include a Public Hearing.

**ALTERNATIVE(S):** Approve the motion, revise, or, deny the motion.

**FISCAL IMPACT:** Property tax exemptions defer taxes on the value of new or rehabilitated residential structures for the exemption period.

Becky Newton Prepared by	 City Manager Review
Jeff Rimack Department Director	

# LAKEWOOD POLICE QUARTERLY STATS

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*3<sup>rd</sup> Quarter 2024*     *July -  
September*

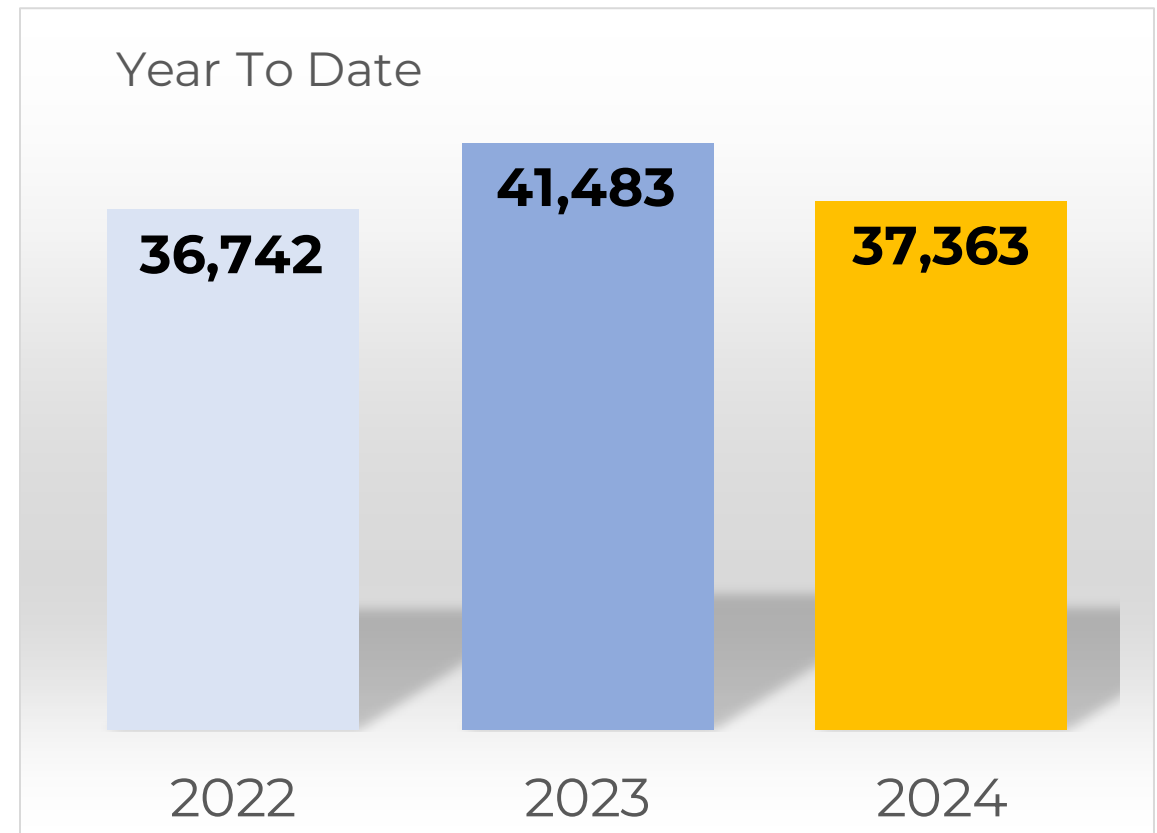
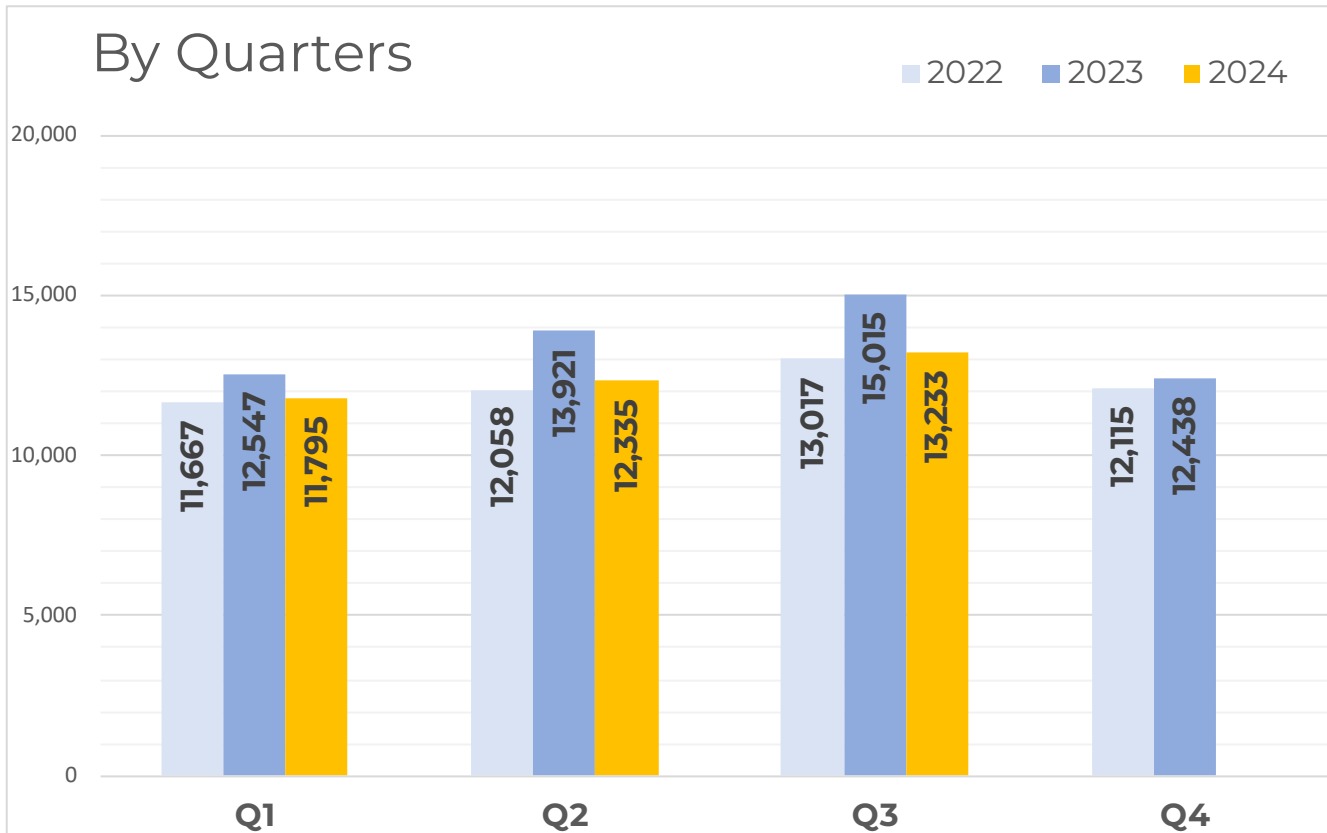


# Calls for Service



\*Calls for Service include resident calls for service in Lakewood's jurisdiction & self-initiated activity by officers.

	2nd Quarter 2024	3rd Quarter 2024	% Change	3rd Quarter 2023	3rd Quarter 2024	% Change	Year to Date 2023	Year to Date 2024	% Change
Calls for Service	12,335	<b>13,233</b>	7.3%	15,015	<b>13,233</b>	-11.9%	41,483	<b>37,363</b>	-9.9%





# Arrests

\*Arrests are counted by the highest charge for an individual under the same case number. Example: an individual arrested on multiple charges (Felony, Misdemeanor and Warrant) under the same case number will only be counted as a Felony arrest.

	2nd Quarter 2024	3rd Quarter 2024	% Change	3rd Quarter 2023	3rd Quarter 2024	% Change	Year to Date 2023	Year to Date 2024	% Change
Felony	108	<b>150</b>	38.9%	155	<b>150</b>	-3.2%	426	<b>381</b>	-10.6%
Gross Misdemeanor	8	<b>14</b>	75.0%	6	<b>14</b>	133.3%	21	<b>30</b>	42.9%
Misdemeanor	232	<b>241</b>	3.9%	202	<b>241</b>	19.3%	563	<b>697</b>	23.8%
Warrants	136	<b>138</b>	1.5%	131	<b>138</b>	5.3%	350	<b>412</b>	17.7%
<b>Total</b>	<b>484</b>	<b>543</b>	<b>12.2%</b>	<b>494</b>	<b>543</b>	<b>9.9%</b>	<b>1,360</b>	<b>1,520</b>	<b>11.8%</b>

## ARREST TOTALS

### Previous Quarter

**484**

2ndQ 2024

**543**

3rdQ 2024

### 3rdQ Comparisons

**381**

2022

**494**

2023

**543**

2024

### Year To Date Comparison

**1,083**

2022

**1,360**

2023

**1,520**

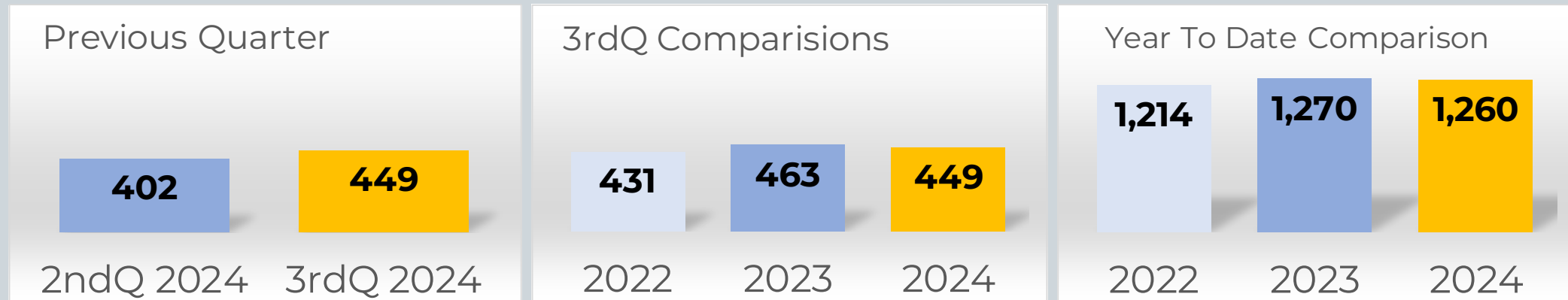
2024

# Crimes Against PERSONS



	2nd Quarter 2024	3rd Quarter 2024	% Change	3rd Quarter 2023	3rd Quarter 2024	% Change	Year to Date 2023	Year to Date 2024	% Change
Aggravated Assault	86	<b>120</b>	39.5%	120	<b>120</b>	0.0%	325	<b>298</b>	-8.3%
Simple Assault	285	<b>279</b>	-2.1%	286	<b>279</b>	-2.4%	767	<b>834</b>	8.7%
Homicide	0	<b>1</b>	N/A	1	<b>1</b>	0.0%	6	<b>3</b>	-50.0%
Robbery	17	<b>20</b>	17.6%	34	<b>20</b>	-41.2%	78	<b>53</b>	-32.1%
Sex (Forcible & Non-Forcible)	14	<b>29</b>	107.1%	22	<b>29</b>	31.8%	94	<b>72</b>	-23.4%
<b>Total</b>	<b>402</b>	<b>449</b>	<b>11.7%</b>	<b>463</b>	<b>449</b>	<b>-3.0%</b>	<b>1,270</b>	<b>1,260</b>	<b>-0.8%</b>

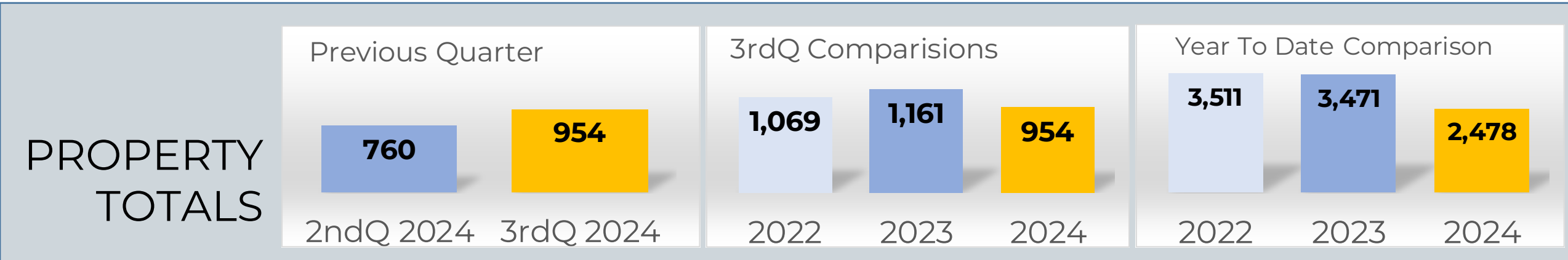
## PERSON TOTALS



# Crimes Against PROPERTY & SOCIETY



	2nd Quarter 2024	3rd Quarter 2024	% Change	3rd Quarter 2023	3rd Quarter 2024	% Change	Year to Date 2023	Year to Date 2024	% Change
Burglary	90	<b>90</b>	0.0%	106	<b>90</b>	-15.1%	322	<b>261</b>	-18.9%
Fraud (Counterfeit & Embezzlement)	65	<b>58</b>	-10.8%	70	<b>58</b>	-17.1%	198	<b>177</b>	-10.6%
Larceny	286	<b>399</b>	39.5%	300	<b>399</b>	33.0%	851	<b>954</b>	12.1%
Motor Vehicle Theft	77	<b>100</b>	29.9%	310	<b>100</b>	-67.7%	969	<b>315</b>	-67.5%
Stolen Property	30	<b>43</b>	43.3%	47	<b>43</b>	-8.5%	138	<b>105</b>	-23.9%
Vandalism	189	<b>239</b>	26.5%	302	<b>239</b>	-20.9%	901	<b>597</b>	-33.7%
Weapon Laws Violations	23	<b>25</b>	8.7%	26	<b>25</b>	-3.8%	92	<b>69</b>	-25.0%
<b>Total</b>	<b>760</b>	<b>954</b>	<b>25.5%</b>	<b>1,161</b>	<b>954</b>	<b>-17.8%</b>	<b>3,471</b>	<b>2,478</b>	<b>-28.6%</b>

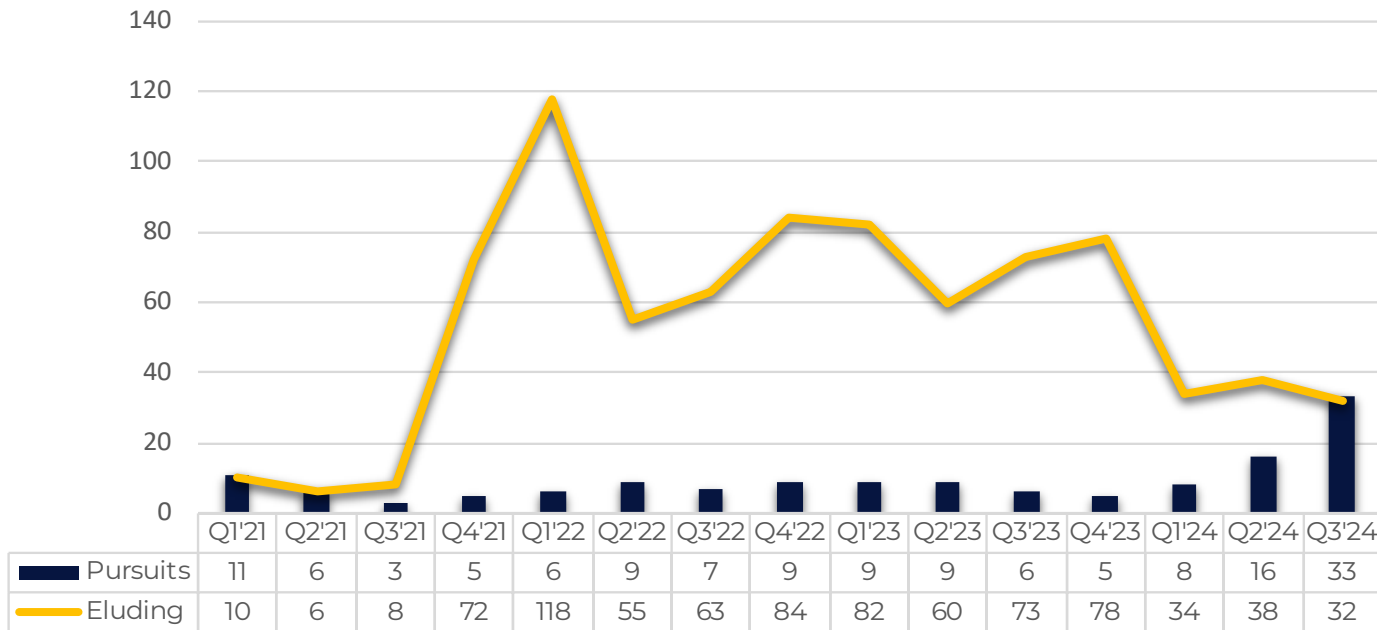


# Pursuits & Eluding

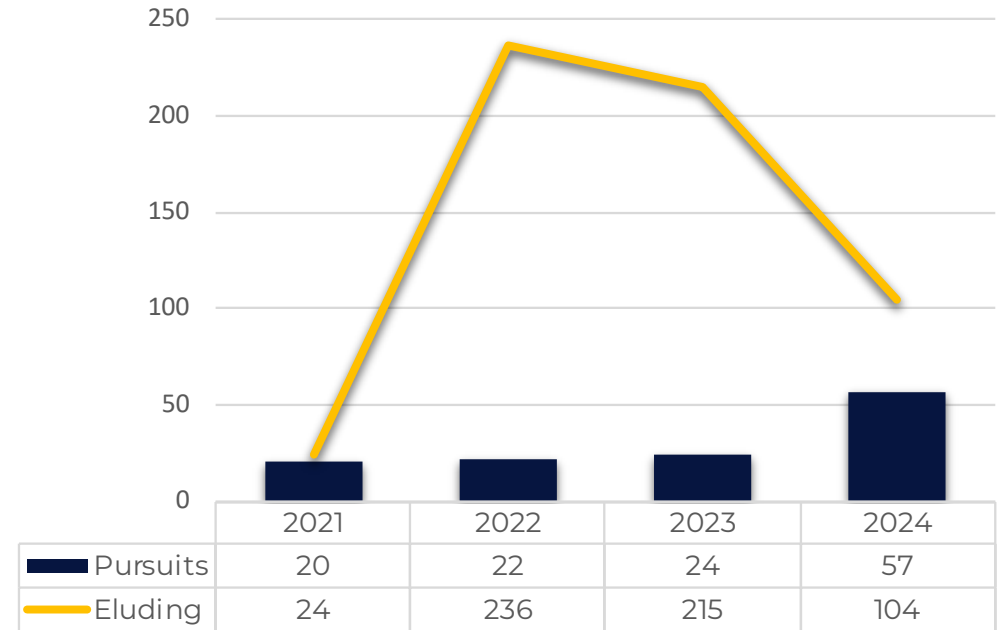


	2nd Quarter 2024	3rd Quarter 2024	% Change	3rd Quarter 2023	3rd Quarter 2024	% Change	Year to Date 2023	Year to Date 2024	% Change
Pursuits	16	<b>33</b>	106.3%	6	<b>33</b>	450.0%	24	<b>57</b>	137.5%
Eluding	38	<b>32</b>	-15.8%	73	<b>32</b>	-56.2%	215	<b>104</b>	-51.6%

### Three Year Trend by Quarter



### Year to Date Comparison

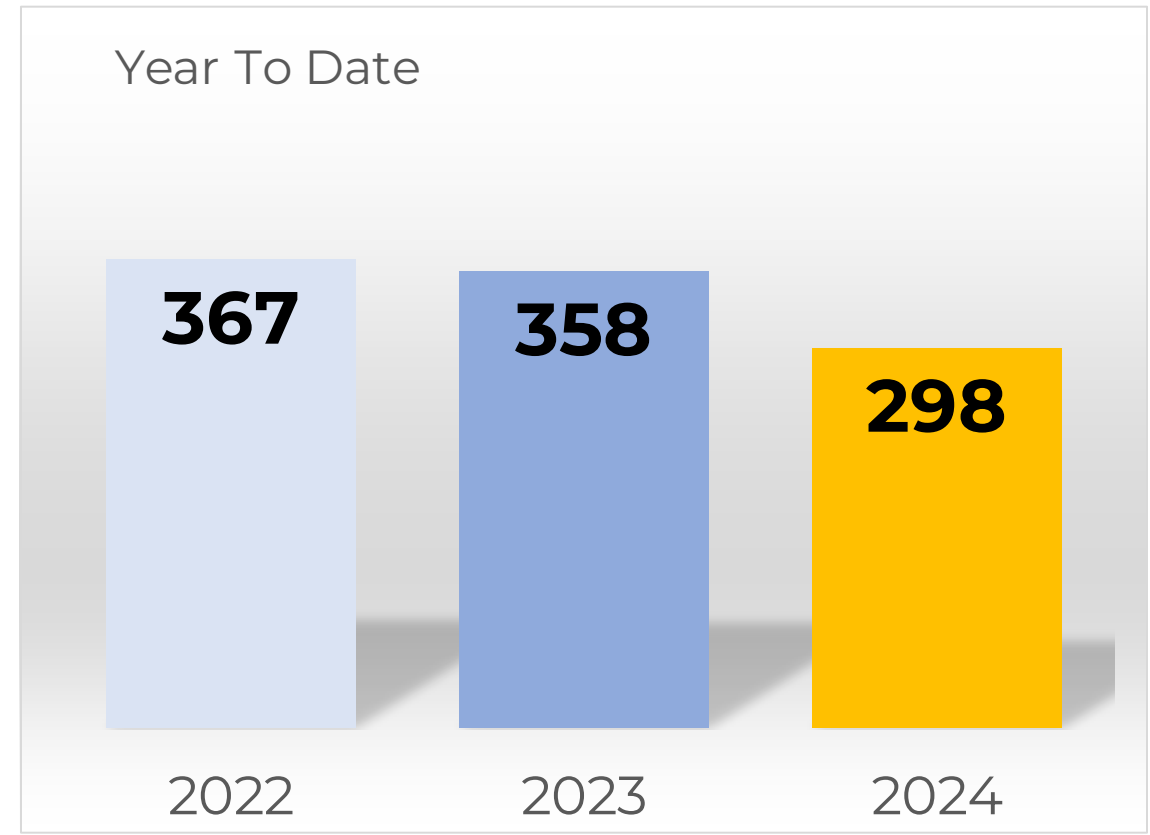
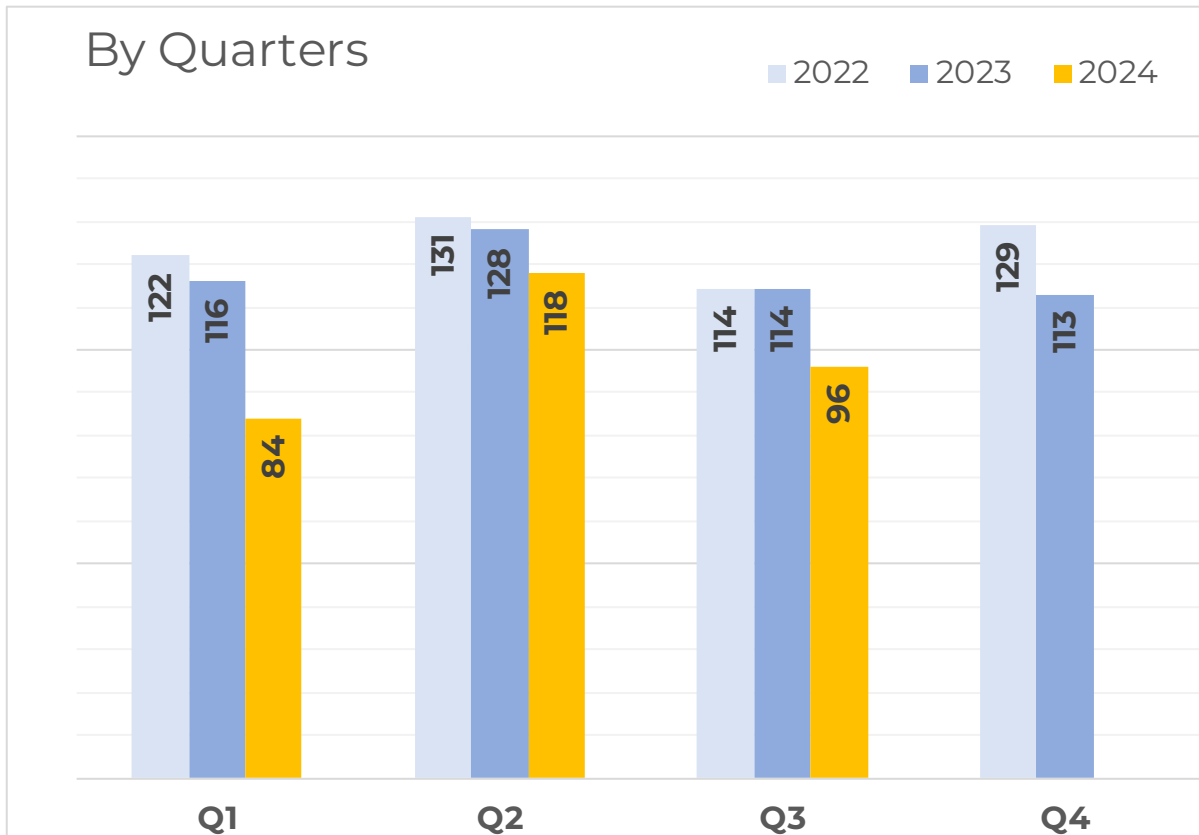


# Shots Fired



\*Numbers include Calls for Service within Lakewood with a call type of SHOOT, SHOTS, or SHOTSD.

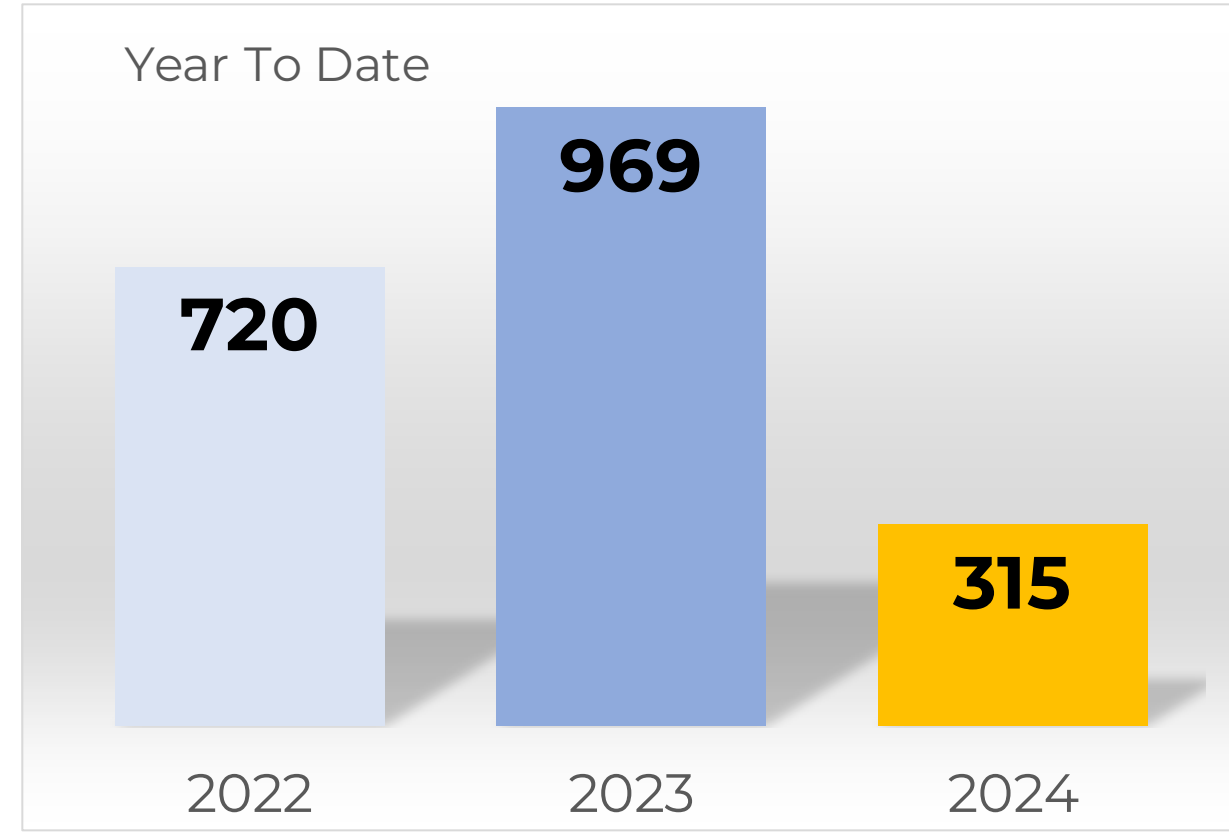
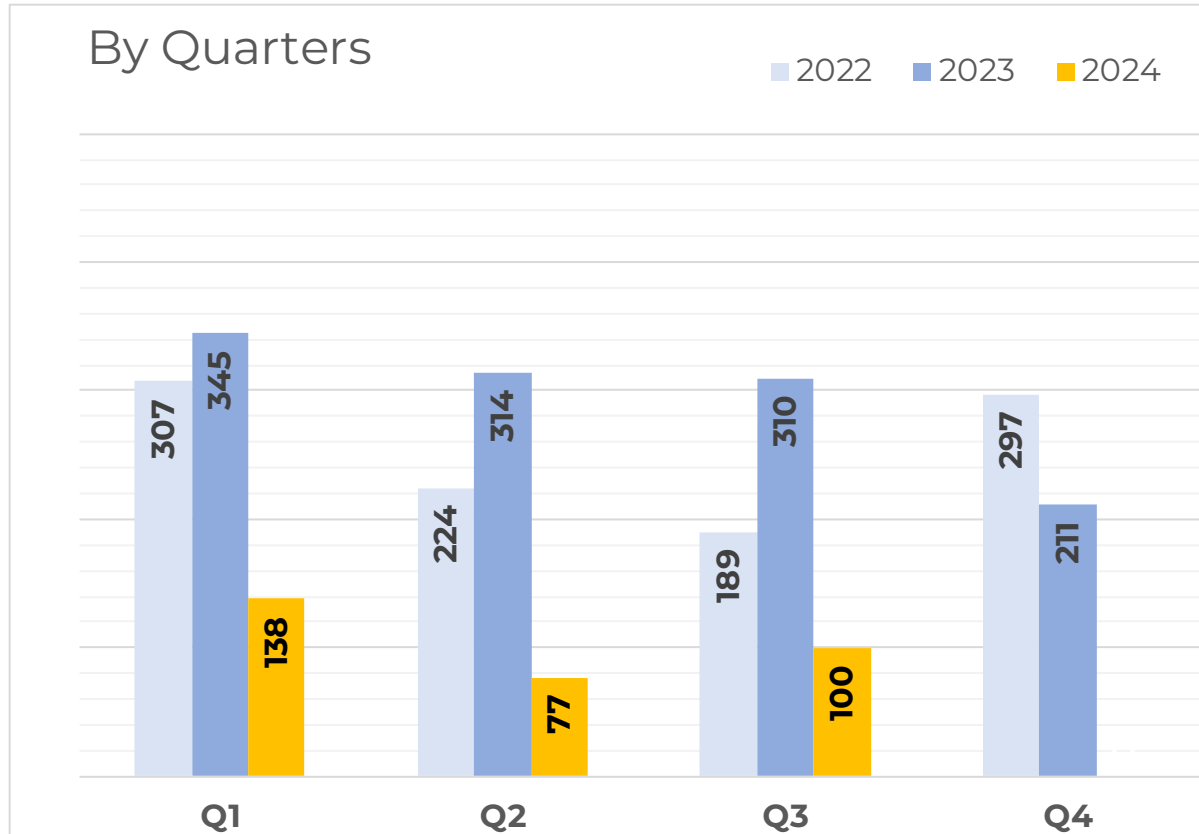
	2nd Quarter 2024	3rd Quarter 2024	% Change	3rd Quarter 2023	3rd Quarter 2024	% Change	Year to Date 2023	Year to Date 2024	% Change
Shots Fired	118	<b>96</b>	-18.6%	114	<b>96</b>	-15.8%	358	<b>298</b>	-16.8%



# Motor Vehicle Thefts



	2nd Quarter 2024	3rd Quarter 2024	% Change	3rd Quarter 2023	3rd Quarter 2024	% Change	Year to Date 2023	Year to Date 2024	% Change
Motor Vehicle Thefts	77	100	29.9%	310	100	-67.7%	969	315	-67.5%

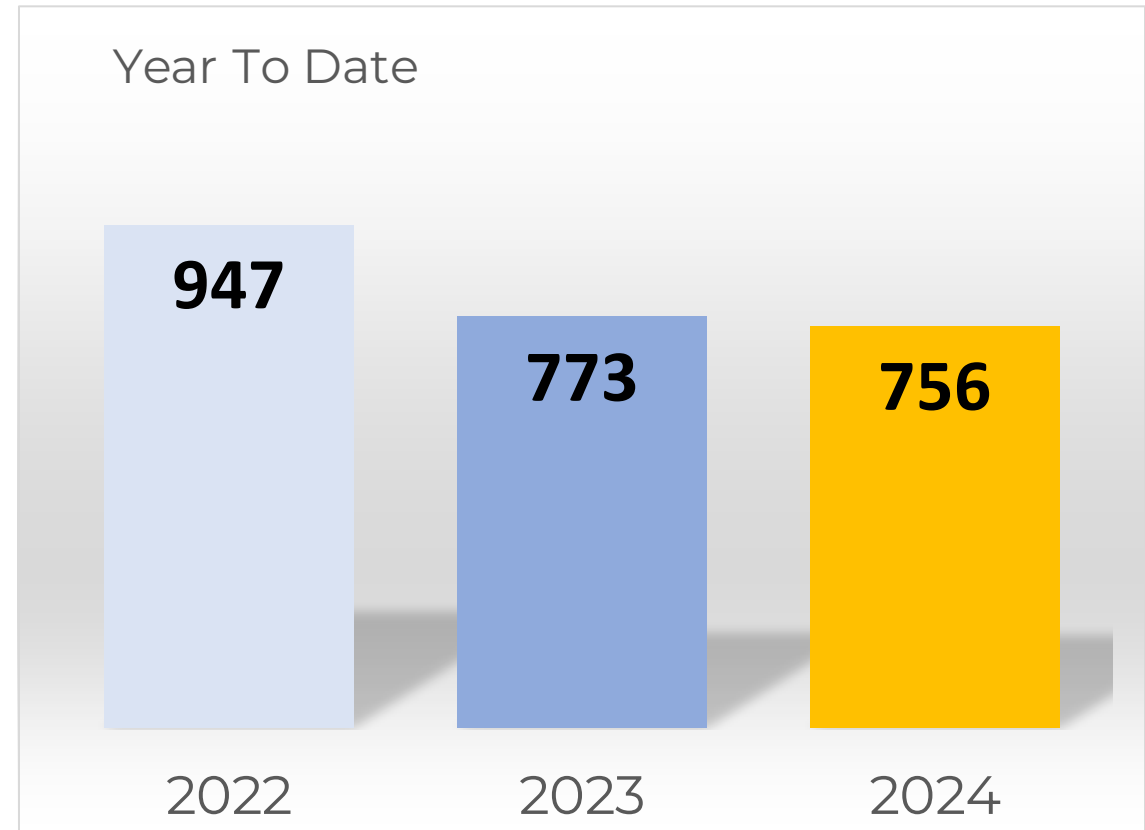
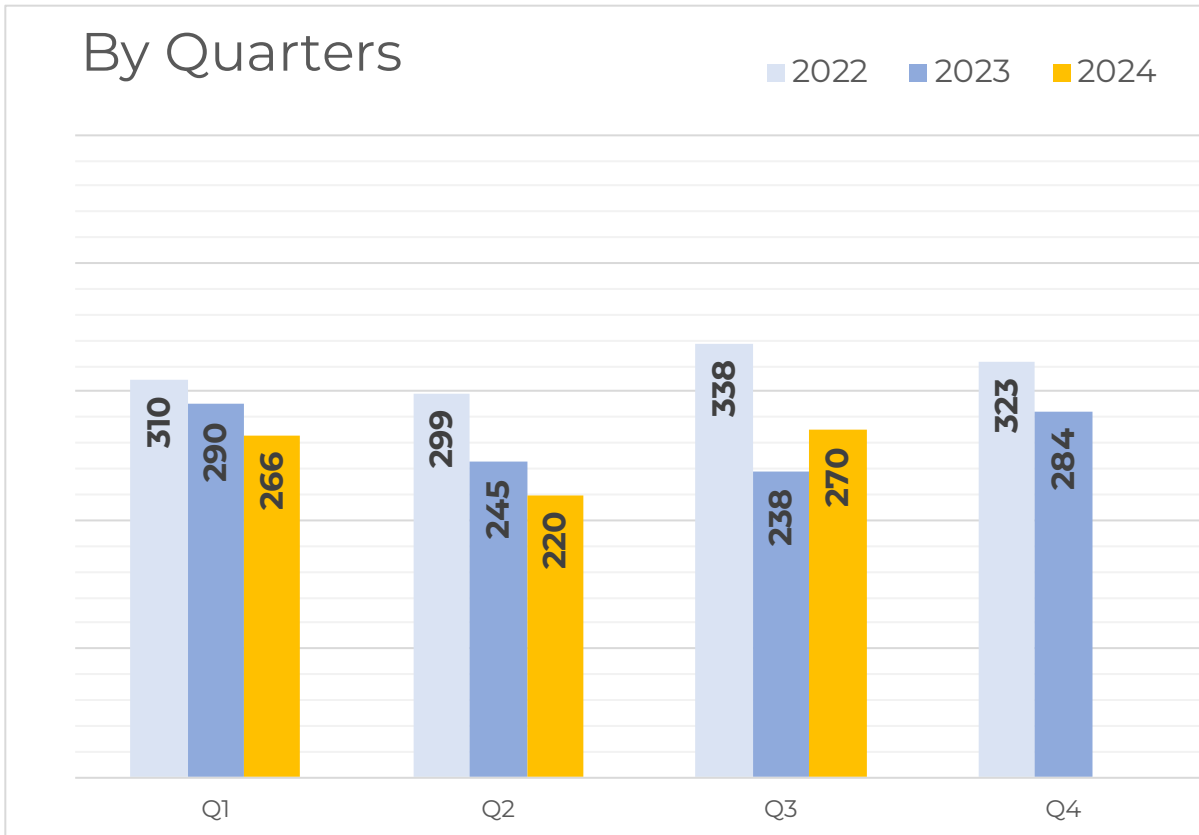


# Collisions



\*Reports taken by Lakewood PD for Collisions.

	2nd Quarter 2024	3rd Quarter 2024	% Change	3rd Quarter 2023	3rd Quarter 2024	% Change	Year to Date 2023	Year to Date 2024	% Change
Collision Reports	220	<b>270</b>	22.7%	238	<b>270</b>	13.4%	773	<b>756</b>	-2.2%





# Summary of Crimes



Lakewood PD  
3rd Quarter 2024 (Jul-Sept)

	2nd Quarter	3rd Quarter	% Change	3rd Quarter	3rd Quarter	% Change	Year to Date 2023	Year to Date 2024	% Change
Calls for Service	12,335	<b>13,233</b>	7.3%	15,015	<b>13,233</b>	-11.9%	41,483	<b>37,363</b>	-9.9%
<b>Arrests</b>									
Felony	108	<b>150</b>	38.9%	155	<b>150</b>	-3.2%	426	<b>381</b>	-10.6%
Gross Misdemeanor	8	<b>14</b>	75.0%	6	<b>14</b>	133.3%	21	<b>30</b>	42.9%
Misdemeanor	232	<b>241</b>	3.9%	202	<b>241</b>	19.3%	563	<b>697</b>	23.8%
Warrants	136	<b>138</b>	1.5%	131	<b>138</b>	5.3%	350	<b>412</b>	17.7%
<b>Total</b>	484	<b>543</b>	12.2%	494	<b>543</b>	9.9%	1360	<b>1520</b>	11.8%
<b>Person Crimes</b>									
Aggravated Assault	86	<b>120</b>	39.5%	120	<b>120</b>	0.0%	325	<b>298</b>	-8.3%
Simple Assault	285	<b>279</b>	-2.1%	286	<b>279</b>	-2.4%	767	<b>834</b>	8.7%
Homicide	0	<b>1</b>	N/A	1	<b>1</b>	0.0%	6	<b>3</b>	-50.0%
Robbery	17	<b>20</b>	17.6%	34	<b>20</b>	-41.2%	78	<b>53</b>	-32.1%
Sex (Forcible & Non-Forcible)	14	<b>29</b>	107.1%	22	<b>29</b>	31.8%	94	<b>72</b>	-23.4%
<b>Total</b>	402	<b>449</b>	11.7%	463	<b>449</b>	-3.0%	1270	<b>1260</b>	-0.8%
<b>Property &amp; Society Crimes</b>									
Burglary	90	<b>90</b>	0.0%	106	<b>90</b>	-15.1%	322	<b>261</b>	-18.9%
Fraud (Counterfeit & Embezzlement)	65	<b>58</b>	-10.8%	70	<b>58</b>	-17.1%	198	<b>177</b>	-10.6%
Larceny	286	<b>399</b>	39.5%	300	<b>399</b>	33.0%	851	<b>954</b>	12.1%
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Vandalism	189	<b>239</b>	26.5%	302	<b>239</b>	-20.9%	901	<b>597</b>	-33.7%
Weapon Laws Violations	23	<b>25</b>	8.7%	26	<b>25</b>	-3.8%	92	<b>69</b>	-25.0%
<b>Total</b>	760	<b>954</b>	25.5%	1161	<b>954</b>	-17.8%	3471	<b>2478</b>	-28.6%
<b>Other Crimes Of Interest</b>									
Shots Fired	118	<b>96</b>	-18.6%	114	<b>96</b>	-15.8%	358	<b>298</b>	-16.8%
Pursuits	16	<b>33</b>	106.3%	6	<b>33</b>	450.0%	24	<b>57</b>	137.5%
Eluding	38	<b>32</b>	-15.8%	73	<b>32</b>	-56.2%	215	<b>104</b>	-51.6%
Collision Reports	220	<b>270</b>	22.7%	238	<b>270</b>	13.4%	773	<b>756</b>	-2.2%



**TO:** Mayor and City Council

**FROM:** Patrick Smith, Chief of Police and Heidi Ann Wachter, City Attorney

**THROUGH:** John J. Caulfield, City Manager

**DATE:** October 21, 2024

**SUBJECT:** Review of Interlocal Agreement for Specialty Services

---

The purpose of this memorandum is to review a draft interlocal agreement between Pierce County and the City of Lakewood for the provision of specialized law enforcement services.

The size of the City of Lakewood is not conducive to the degree of specialization necessary to provide coverage for every contingency; contracting with Pierce County to address low frequency incidents that are expensive is prudent use of City resources.

In order to provide complete law enforcement services, the City contracts with Pierce County for specific support. The services detailed in the proposed contract should not be needed often and, if needed, would be due to a critical situation.

The City has specifically identified the following services from those offered by Pierce County:

- Special Weapons and Tactics (SWAT) – City to reimburse on a by-incident basis;
- Hazardous Devices (Bomb Squad) – at no cost to the City;
- Marine Services/Dive – at no cost to the City;
- Air Operations – at no cost to the City.

The City currently uses its own Special Response Team (SRT) so the Pierce County SWAT would only be called upon in a situation where the SRT capacity is surpassed. Calling upon Pierce County SWAT is in the sole discretion of the City; the City can choose to never call upon this service. Those services without an associated cost are offered without charge as a regional resource.

**INTERLOCAL AGREEMENT  
BETWEEN  
PIERCE COUNTY AND THE CITY OF LAKEWOOD  
FOR THE PROVISION OF SPECIALIZED LAW ENFORCEMENT SERVICES**

**THIS INTERLOCAL AGREEMENT (“Agreement”)** is entered into by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (“County”) and **THE CITY OF LAKEWOOD**, a municipal corporation of the State of Washington (“City”) (together, “Parties”) as follows:

**WHEREAS**, the City of Lakewood on behalf of the Lakewood Police Department has requested the County provide certain law enforcement services to the City; and

**WHEREAS**, the County has the resources necessary through the Pierce County Sheriff’s Department (PCSD) to provide specialized law enforcement services to the City; and

**WHEREAS**, the County is willing to provide these services to the City; and

**WHEREAS**, the parties previously entered into an agreement for specialized law enforcement services on March 4, 2020; and

**WHEREAS**, the parties are authorized to enter into such agreements by virtue of RCW Chapter 39.34, the Interlocal Cooperation Act.

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

**SECTION 1. PURPOSE.**

The purpose of this agreement is for the County to provide the City with specialized law enforcement services by and through the Pierce County Sheriff’s Department. Both parties to this agreement have responsibility to provide police protection within their respective boundaries. The Pierce County Sheriff’s Department has developed an expertise in certain areas of specialized response. The City recognizes that the expertise of the County, and the Pierce County Sheriff’s Department, would be of benefit in such matters. In order to allow towns and cities to take advantage of the expertise of the County, the Pierce County Sheriff’s Department is willing to provide certain services on a reimbursable basis. This agreement sets forth the respective rights and duties of each of the parties in the provision of these services.

**SECTION 2. DUTIES/RESPONSIBILITIES OF THE COUNTY.**

- A. To provide access to the agreed upon services between the Sheriff’s Department and the City.
- B. To provide a timely response for services requested.
- C. To provide all necessary personnel and command.
- D. To provide all reasonably needed and necessary equipment for the response.
- E. To handle the call to completion, to include all necessary reports, testimony, or other follow-up.
- F. To provide a full and complete invoice on all services, personnel and equipment utilized hereunder, only if the per response billing basis option is pre-selected by the City.

**SECTION 3. DUTIES/RESPONSIBILITIES OF THE CITY.**

- A. To determine when to request specialized services from the County.
- B. To provide a contact person of command level to act as liaison between the contracting agencies.
- C. To provide traffic control or other perimeter security as may be required.
- D. To provide schematics, floor plans, or other items of information which may be required as part of a response.
- E. To allow training at sites within the City as may be desired by the County to assure knowledgeable response.
- F. To provide reimbursement hereunder for the services rendered.

**SECTION 4. JOINT DUTIES/RESPONSIBILITIES.**

- A. To provide joint law enforcement response as necessary to keep and restore the peace.
- B. To complete and submit all necessary reports, documents, and other needed information in a timely manner for any law enforcement or prosecution need.
- C. To mutually cooperate to assure the success of any and all law enforcement missions.

**SECTION 5. SERVICE DESCRIPTIONS.**

The County will provide the specialized law enforcement services as described in the categories below within the City’s service area. The type of service selected by the City and cost for service provided by the County is detailed in “Exhibit A”, which is also attached hereto and incorporated herein by this reference.

- A. **Major Crimes Investigations:** This service shall consist of criminal investigation carried out by detectives often in conjunction with forensic trained individuals when necessary. Investigations will be supported by crime scene analysis, crime laboratory, polygraph, identifications, evidence control, Automatic Fingerprint Identification System (AFIS) and any other technology then in the possession of the Sheriff and determined by the lead investigator as appropriate for the investigation. Unless otherwise agreed by the County, the crimes to be investigated shall typically be homicides, abductions, and aggravated assaults which involve substantial bodily harm as set forth by RCW 9A.04.110 or the possibility of death.

This service will only be available on a pre-determined hourly basis or on a pre-determined per capita basis.

For other felony crimes that are not homicides, abductions, or aggravated assaults, members of the Sheriff's Criminal Investigations Bureau can be requested through the Sheriff's CDO on a per hourly basis.

- B. **Major Crimes Forensics:** This service shall be for major crimes outlined in Section A and shall include a fully trained Forensics Investigator who shall have the ability and training to take photographs and measurements, document other important physical evidence, obtain and process fingerprints, utilize all technology available to the Forensics Investigator, and perform all other services and procedures to assist in the processing of a crime scene or subject. Forensics will respond to incidents after-hours if a Sheriff's detective will be acting as the lead investigator.

This service will be available for major crimes on a pre-determined hourly basis or on a pre-determined per capita basis.

Forensics services for crimes other than the major crimes outlined in Section A can be requested through the Sheriff's CDO on a pre-determined hourly basis.

If only forensics services – and no detective services – are provided by members of the Sheriff's Department in response to an incident, then all property/evidence collected by forensics will be retained by the lead agency in the investigation and not the Sheriff's Department.

- C. **Internal Affairs Investigations:** This service shall involve a member of the Sheriff's Department who shall perform any matter involving an Internal Affairs complaint or investigation. The investigator will be trained in investigating such matters and will provide Garrity warnings and other aspects of due process, etc. which are required by law, contract, etc. If needed, polygraph services may be included for such services. Unless otherwise agreed by the County, the matters to be investigated shall typically be: complaints of criminal acts; excessive force; complaints of racial, sexual or other types of protected status harassment; cases of high public interest.

This service will be included at no additional cost only if the City has a current agreement with the County for Major Crimes Investigations on pre-determined per capita billing basis. This service is not available on an hourly basis or a per incident basis.

- D. **Special Weapons And Tactics (SWAT):** This service shall be in the nature of a team response, which may call for a variety of disciplines (negotiators, sharpshooters, snipers, entry, and others). Each SWAT call response is made as a team and each call is staffed as a team. The team, and each member, is responsible to the success of every SWAT Team mission.

This service will be available on a pre-determined per capita billing basis or on a pre-determined per incident billing basis.

- E. **Hazardous Devices (Bomb Squad):** This service shall include the Hazardous Devices Unit (HDU) and will typically be a multi-officer response for safety reasons. The team will include an explosive specialist, and will provide the necessary and required equipment to address the threat.

The Sheriff's Department Hazardous Devices Unit is considered as a Regional Asset when responding to an emergency call for service. There are no applicable charges or billings associated with regional deployment under mutual aid.

- F. **Marine Services/Dive:** This service shall involve deputies and other personnel who are trained in areas of marine rescue or dive techniques, including rescue and recovery. This may include a response with vessels or other watercraft, and will typically include a response with multiple personnel for safety and deployment reasons.

The Sheriff's Department Marine Services Unit and Dive Team are as considered as a Regional Asset when responding to an emergency call for service. There are no applicable charges or billings associated with regional deployment under mutual aid.

- G. **Air Operations:** This service shall involve deputies and other personnel who are trained in flight operations, to include pilots and tactical flight observers. This may include a response with an aircraft capable of deployment in search & rescue, natural disaster, and major incidents/crime scenes.

The Sheriff's Department airplane is considered as a Regional Asset when it is in operation. There are no applicable charges or billings associated with regional deployment under mutual aid.

## **SECTION 6. SELECTION OF BILLING BASIS AND SERVICES.**

The City shall select to be billed on either a per capita or a per incident basis, and select the services to be provided by the County. These mutually agreed up selections are set forth in "Exhibit A", which is attached hereto and made a part hereof. If a service is not listed, it will not be provided absent a separate request and it will be charged in accordance with the Default Costing described in Section 6-D.

- A. **Per Capita:** The City shall pay a sum, as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost which is multiplied by the population of the City, as determined by the most recent estimate by the Office of Financial Management. This cost shall be the cost irrespective of the quantity or duration of the calls for service responded.
- B. **Per Incident:** The City shall pay a sum based upon the hourly rate or incident rate, as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost multiplied by the hours expended. Those items which are indicated as a per incident response will be paid irrespective of the time needed to resolve the matter. If the matter is being charged on an hourly basis, then the time shall commence on the time such services are requested by the City

and shall end at such time as when the scene is secured or the need for services is terminated. The need for services shall include whatever reasonable time is necessary for the completion of paperwork, reports, interviews, analysis or other necessary follow-up work. All accountings of time by the County shall be in increments of 30 minutes (half-hours). If the response is cancelled while personnel are responding, the City will be billed for those specific personnel at a three-hour overtime minimum.

- C. **Mixed Costing:** The City shall have the right to elect to reimburse the County on a per capita cost for some specialized services and a per incident cost for other specialized services. Such election must be pre-determined and mutually agreed upon by both parties, and incorporated within Exhibit A.
- D. **Default Costing:** In the event that the City has not selected a payment method for any service provided hereunder and the City shall make a request for service from the County, the City shall reimburse to the County a sum based upon the Per Incident basis as set forth in Section 6.B.

**SECTION 7. BILLING.**

If per capita billing is selected, the County will provide the City with an annual invoice for the provision of services. For all other billing methods that include a per incident response, the County will provide the City with an invoice for the provision of services to include description of the specialized services, dates of service, hours of service, and hourly rate for the service.

Billings shall be mailed to:

City of Lakewood  
6000 Main Street  
Lakewood, WA 98499

The City shall reimburse the County within 30 days of receipt of invoice by mailing payment to:

Pierce County Sheriff's Department  
ATTN: Business Unit  
930 Tacoma Ave. S.  
Tacoma, WA 98402

Rates may be adjusted annually by the County, and the new rate schedule will be provided to the City no less than thirty (30) days prior to the beginning of each calendar year. The parties are authorized to negotiate annual rate and service adjustments, and execute written agreements that reflect agreed-upon adjustments.

**SECTION 8. INDEMNIFICATION AND DEFENSE.**

To the extent permitted by law, each Party agrees to protect, defend, indemnify, and save harmless the other Party, its elected and appointed officials, officers, employees, agents, and volunteers, from and



against any and all claims, damages, losses, judgements, and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any injury or damage of any kind which are alleged or proven to be caused by an act or omission related to the actions under this Agreement, negligent or otherwise, of the Party, its elected and appointed officials, officers, employees, agents, and volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss, judgement, or expense for any injury or damage of any kind is caused by the sole act or omission of the other Party or its elected and appointed officials, officers, employees, agents, or volunteers.

In executing this Agreement, neither Party shall assume liability or responsibility for or in any way release the other Party from any liability or responsibility which arises in whole or in part from the existence or effect of the other Party's ordinances, rules, regulations, resolutions, customs, policies or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the appropriate Party shall defend the same at its sole expense, and if judgment specifically attributable to such Party's provisions is entered and damages are awarded against the City, the County, or both, the appropriate Party shall satisfy the same, including all reasonable attorney's fees and costs.

The Parties agree that where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions herein shall be valid and enforceable only to the extent of a Party's own negligence.

It is further understood that no liability shall attach to either Party by reason of entering into this Agreement except as expressly provided herein.

Obligations under this section shall survive the expiration or termination of this Agreement.

**SECTION 9. NO THIRD-PARTY BENEFICIARY.**

Pierce County does not intend by this Agreement to assume any contractual obligations to anyone other than the City of Lakewood, and the City does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and the City do not intend that there be any third-party beneficiary to this Agreement.

**SECTION 10. INSURANCE.**

The County maintains a comprehensive self-insurance program that is funded to pay claims, judgements, and settlements for which the County is found to be wholly or partially responsible.

The City is a member of a self-insured risk management pool formed pursuant to Chapter 48.62 RCW which provides its members with insurance coverage and is funded to pay claims, judgements, and settlements for which the City is found to be wholly or partially responsible.

Evidence of coverage shall be delivered to each of the Parties prior to the execution of this Agreement. It is the responsibility of each Party to ensure a valid certificate of coverage is in effect at all times

throughout the course of this Agreement. If the insurance programs for either party is modified, the party needs to continue to provide proof of coverage in whatever form the coverage takes.

**SECTION 11. MODIFICATION.**

Any amendments to this agreement must be in writing and signed by all parties.

**SECTION 12. ENTIRE AGREEMENT.**

This written agreement constitutes the entire agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

**SECTION 13. TERM OF AGREEMENT.**

This agreement shall become effective November 1, 2024, and remain in effect through December 31, 2024. It shall automatically renew on January 1 of each calendar year thereafter, to extend no later than December 31, 2029, unless either party chooses to terminate the agreement by providing ninety (90) days written notice of termination.

**SECTION 14. OPERATIONAL ISSUES.**

Both parties recognize that any response may have many serious operational matters, which attend each individual call. These issues are separately covered in the Pierce County Sheriff's Department Specialized Services Protocols which are set forth in "Exhibit B", which is attached hereto and made a part hereof. The protocols involve issues such as criteria for mobilization of the SWAT Team, authority to determine size of response, handling of media, SWAT command, miscellaneous costs due to damage, cost of meals, etc.

**SECTION 15. INDEPENDENT CONTRACTOR.**

Pierce County, when providing the special services contemplated by the terms of this agreement, is acting as an independent contractor of the City. Pierce County will control the method, means and timing of providing the specialized services, and all County employees shall remain under the supervisory control of the County. The City may, in a given circumstance, exercise direction and control pursuant to RCW 10.93.040.

**SECTION 16. AGREEMENT ADMINISTRATION, COMMUNICATIONS, AND RECORDS.**

- A. The County and the City shall each designate a Contract Manager to administer this Agreement. Contract Managers shall monitor service levels and budget provisions of this Agreement. During the term of this Agreement, the respective Contract Managers will communicate as needed via telephone, e-mail or in person to relay information, answer questions, or to raise concerns related to the goals and objectives of this Agreement.
- B. The Parties to this Agreement shall each maintain records which sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of the services

described herein. These records shall be subject to inspection, review or audit by personnel of either/both Parties, other personnel duly authorized by either Party, the Office of the State Auditor, and federal officials so authorized by law. All records relevant to this Agreement will be retained for six (6) years after expiration and the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine these materials during this period.

**END OF AGREEMENT; SIGNATURE PAGE IMMEDIATELY FOLLOWING.**

**PIERCE COUNTY  
CONTRACT SIGNATURE PAGE**

Contract # \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CONTRACTOR:**

\_\_\_\_\_  
Contractor Signature Date  
City Manager

\_\_\_\_\_  
Title of Signatory Authorized by Firm Bylaws  
Name: John J. Caulfield

Address: 6000 Main Street SW  
Lakewood, WA 98499

Mailing Address: 6000 Main Street SW  
Lakewood, WA 98499

Contact Name: John J. Caulfield

Phone: 253-983-7703

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

Attest: \_\_\_\_\_  
Briana Schumacher, City Clerk

**PIERCE COUNTY:**

Approved As to Legal Form Only:  
\_\_\_\_\_  
Prosecuting Attorney Date

Recommended:  
\_\_\_\_\_  
Finance Date

**Approved:**  
\_\_\_\_\_  
Department Director Date  
*(less than \$250,000)*

\_\_\_\_\_  
County Executive *(over \$250,000)* Date

**EXHIBIT A**

**Specialized Law Enforcement Services Costs FY2024**

SERVICE	HOURLY RATE	PER CAPITA RATE	PER INCIDENT RATE
<input type="checkbox"/> Major Crimes Investigations	<input type="checkbox"/> \$170/hour per officer (3 hr. minimum)	<input type="checkbox"/> \$1.39 per resident	N/A
<input type="checkbox"/> Major Crimes Forensics	<input type="checkbox"/> \$150/hour per officer (3 hr. minimum)	<input type="checkbox"/> \$0.30 per resident	N/A
<input type="checkbox"/> Non-Major Crimes Forensics	<input type="checkbox"/> \$150/hour per officer (3 hr. minimum)	N/A	N/A
<input type="checkbox"/> Internal Affairs Investigations	<i>Included at no additional cost if the City has a current agreement with the County for Major Crimes Investigations on pre-determined per capita billing basis; service is not available on an hourly or per incident basis.</i>		
<input checked="" type="checkbox"/> Special Weapons & Tactics (SWAT)	N/A	<input type="checkbox"/> \$0.57 per resident	<input checked="" type="checkbox"/> \$16,880 per response
<input checked="" type="checkbox"/> Hazardous Devices (Bomb Squad)	<i>No charge for Regional Asset</i>		
<input checked="" type="checkbox"/> Marine Services/Dive	<i>No charge for Regional Asset</i>		
<input checked="" type="checkbox"/> Air Operations	<i>No charge for Regional Asset</i>		

*The City will indicate in the table above which services are to be provided by the County to the City by and through this agreement; this selection will be indicated by the City placing a mark in the box next to the service title. In the same manner, the City will indicate for each service selected whether the City will be billed by the County for this service on a pre-determined hourly rate, per capita billing basis, or on a per incident billing basis.*

**CITY OF LAKEWOOD:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

## EXHIBIT B

### Specialized Law Enforcement Services Protocols

#### Air Operations

1. *Criteria for Mobilization*

The Chief of Police/Agency Contact or his/her designee shall have the authority to request an Air Operations response through the South Sound 911 Dispatch Center. The Air Unit Supervisor, Command Duty Officer (CDO) or his/her designee will receive and approve all Air Operation Request. The Air Operations Supervisor and Pilot in Command (PIC) based on information received and other Conditions (e.g. weather), will determine if a mission can be safely accomplished. (See the Air Support Unit Manual for additional details)

2. *Mobilization*

The Sheriff or his/her designee in conjunction with the Air Operations Supervisor and Pilot in Command (PIC) shall have the sole authority to determine the nature, size, duration and configuration of any mobilization. (See the Air Support Unit Manual for additional details.)

3. *Authority for Stand-down/De-mobilization*

The Sheriff, Air Operations Supervisor/PIC shall be the sole authority in determining if a deployment is no longer productive or if the deployment has become too dangerous for pilot, crew or aircraft. When possible, this decision will be done in consultation with the Chief of Police/Agency Contact or his/her designee, who may likewise make a decision to terminate the deployment for any reason.

4. *Command*

The Air Operations Unit will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the Air Operations Supervisor. Tactical direction will be from the Incident Commander at the scene of the incident in conjunction with the Air Operations Supervisor/PIC. However, the Chief of Police/Agency Contact, Sheriff or his/her designee retain the authority to discontinue the deployment at their discretion.

5. *Information Available to Chief of Police/Agency Contact*

The supervisor of the Air Operations Unit/PIC or another person in command shall periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. *Community Liaison*

The Pierce County Sheriff's Department and the utilizing agency shall jointly share the responsibility to liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel for this purpose.

7. *Miscellaneous Costs*

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Air Operations Unit shall be the responsibility of Pierce County.

8. *Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization and while the unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will remain with the Chief of Police/Agency Contact unless the Chief/Agency Contact requests and the Sheriff approves that the Sheriff's Department Public Information Officer will continue as liaison.



## Hazardous Devices Unit

### 1. *Criteria for Mobilization*

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a Hazardous Devices Unit response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or Hazardous Devices Unit supervisor determines, based on information received and other conditions (e.g. exceptional character of the device), that mobilization would create undo danger or not serve as a bona fide law enforcement purpose related to standard use of the Hazardous Devices Unit.

### 2. *Mobilization*

The Hazardous Devices Unit supervisor shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

### 3. *Authority for Stand-down/De-mobilization*

The Hazardous Devices Supervisor shall have the sole authority to determine the nature, size, and duration of any Hazardous Devices Unit mobilization. This will be done in consultation with the Chief of Police or his/her designee.

### 4. *Command*

The Hazardous Devices Unit will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

### 5. *Information Available to Chief/Agency Contact*

The supervisor of the Hazardous Devices Unit or another person in command shall be expected to periodically inform the Chief of Police/Agency Contract or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

### 6. *Community Liaison*

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

### 7. *Miscellaneous Costs*

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Hazardous Devices Unit

(e.g. damage to suspicious packages, damage due to primary or secondary devices) shall not be the responsibility of Pierce County.

#### *8. Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

## SWAT

### *1. Command*

The SWAT Team will be commanded by a member of the Pierce County Sheriff's Department. No other person shall provide command regardless of their rank or position. Provided, however, that the Chief of Police/Agency Contact or his/her or designee shall have the authority to require the discontinuance of the deployment of the SWAT Team.

### *2. Command Post*

The configuration of the Command Post will be determined by the SWAT Commander. Consideration will be made to include the Chief of Police/Agency Contact or his/her designee.

### *3. Criteria for Mobilization*

The Chief of Police or his/her designee shall have the authority to request a SWAT response. The County shall provide a person or persons to whom the request may be made. Response shall be made unless the SWAT Commander determines, based upon the information received, that mobilization of the SWAT Team would create undo danger and would not serve any bona fide law enforcement purpose related to standard use of SWAT.

### *4. Mobilization*

The SWAT commander shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

### *5. Authority for Stand down/De-mobilization*

The SWAT Commander shall have the sole authority to determine issues of Stand down or de-mobilization; provided however that the Chief of Police/Agency Contact or his/her designee shall have the authority to require the discontinuance of the SWAT response.

### *6. Community Liaison*

The Pierce County Sheriff's Department and the City/Agency police department shall jointly share the response of liaison with the community both during and after a SWAT mobilization. Both parties agree to provide all necessary personnel to be available for community meetings or other necessary contacts with the community.

### *7. Miscellaneous Costs*

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment firearms and gear which shall occur coincident to the SWAT call, mobilization and response; provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the SWAT call (e.g. damage to doors in entry, damage due to discharge of weapons, flash devices, or other explosives, etc.) Shall be the responsibility of the Pierce County Sheriff's Department. The

City/Agency shall be responsible for any cost involved in providing meals, lodging or the mobilization of the SWAT Team.

#### *8. Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling all media inquiries during the course of mobilization and shall coordinate all response to the media relative to the SWAT call. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee.

When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief requests that the Sheriff Department Public Information Officer will continue as liaison.

## **CANINE (K-9)**

### *1. Criteria for Mobilization*

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a K-9 Unit response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or K-9 Unit deputy determines, based on information received and other conditions (e.g. inordinate danger to the dog), that mobilization would create undo danger or not serve as a bona fide law enforcement purpose related to standard use of the K-9 Unit.

### *2. Mobilization*

The K-9 Unit deputy shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

### *3. Authority for Stand-down/De-mobilization*

The K-9 Unit deputy shall have the sole authority to determine the nature, size, duration of any K-9 Unit de-mobilization. This will be done in consultation with the Chief of Police/Agency Contact or his/her designee.

### *4. Command*

The K-9 Unit deployment will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

### *5. Information Available to Chief*

The K-9 Unit will be deployed in conjunction with units of the requesting agency. The report generated by the K-9 Unit deployed will be available to the requesting agency.

### *6. Community Liaison*

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

### *7. Miscellaneous Costs*

The Pierce County Sheriff's Department shall assume responsibility for damage to equipment and any injury to dog which occurs co-incident to the mobilization and deployment; provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party.

Damage which shall occur to property as a consequence of the K-9 deployment (e.g. broken fences) shall be the responsibility of the Pierce County Sheriff's Department.

Liability arising from deployment of the K-9 unit including dog bites will be shared by Pierce County and the requesting agency.

8. *Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police /Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

## **Marine Services Unit**

### *1. Criteria for Mobilization*

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a Marine Services Unit response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer or his/her designee determines, based on information received and other conditions (e.g. weather), that mobilization would create undue danger or would not serve a bona fide law enforcement purpose related to standard use of the Marine Services Unit.

### *2. Mobilization*

The Marine Services Unit supervisor or his/her designee shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

### *3. Authority for Stand Down/Demobilization*

The Marine Services Unit supervisor shall have the sole authority to determine the nature, size and duration of any Marine Services Unit de-mobilization. This will be done in consultation with the Chief of Police/Agency Contact or his/her designee.

### *4. Command*

The Marine Services Unit will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his/her designee will have authority to discontinue the deployment.

### *5. Information Available to Chief or Agency Contact*

The supervisor of the Marine Services Unit shall be expected to periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

### *6. Community Liaison*

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

### *7. Miscellaneous Costs*

The Pierce County Sheriff's Department shall assume responsibility for damage to its equipment, which may occur coincident to the mobilization and response provided. However, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Marine Services Unit shall be the responsibility of Pierce County.

### *8. Media*



The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Marine Services Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief/Contact requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

## Dive Team

### 1. *Criteria for Mobilization*

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a Dive Team Response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or determines, based on information received and other conditions, that mobilization would create undo danger or not serve as a bona fide law enforcement purpose related to standard use of the Dive Team.

### 2. *Mobilization*

The Dive Team Commander or his/her designee, shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

### 3. *Authority for Stand-down/De-mobilization*

The Dive Team Commander, or his/her designee shall have the sole authority to determine if a deployment is no longer productive or if the deployments' risks outweigh the benefit of the operation. When possible, this decision will be done in consultation with the Chief of Police/Agency Contact or his/her designee. The Chief of Police/Agency Contact or his/her designee may likewise make the decision to terminate the deployment of the Dive Team and may do so irrespective of reason.

### 4. *Command*

The Dive Team will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

### 5. *Information Available to Chief or Agency Contact*

The Dive Team Commander, or his/her designee, shall be expected to periodically inform the Chief of Police/Agency Contact or his/her designee of the progress of the operation to the extent it is practical in light of communications available and tactical considerations.

### 6. *Community Liaison*

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

### 7. *Miscellaneous Costs*

The Pierce County Sheriff's Department shall assume responsibility for damage to their Equipment which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that

party. Damage which shall occur to property as a consequence of the Dive Team shall be the responsibility of Pierce County.

The jurisdiction requesting Dive Team response shall be responsible for any cost involved in providing meals, lodging, or the mobilization of the Dive Team.

8. *Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Dive Team is deployed. This contact will be made, whenever possible, after consultation with the Dive Team Commander and/or the Chief of Police/Agency Contact or his/her designee.

When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief/Agency Contact requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

## **Major Crime Investigations**

Jurisdictions which choose the "hourly" costing model will be able to request major crimes investigations at the hourly rate noted on the basis of resources available.

Jurisdictions which choose the "per capita" costing model in this area will be accessing response to homicides or aggravated assaults likely to become homicides.

### *1. Criteria for Mobilization*

The Chief of Police/Agency contact or his/her designee shall have the authority to request a major crime investigation. The County shall provide a person or persons to whom the request will be made.

### *2. Mobilization*

The commander of Criminal Investigations or his/her designee shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

### *3. Authority for Stand-down/De-mobilization*

The Commander of Criminal Investigations or his/her designee shall have the sole authority to determine the nature, size, duration of any major crime investigation. This will be done in consultation with the Chief of Police/Agency Contact or his/her designee.

### *4. Command*

The major crime investigation will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

### *5. Information Available to Chief*

The commander of Criminal Investigations or lead detective shall be expected to periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

### *6. Community Liaison*

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after the investigation. Both parties agree to provide necessary personnel to be available for contacts with the community.

### *7. Miscellaneous Costs*

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the unit shall be the

responsibility of Pierce County. Costs associated with extra-ordinary forensic analysis will be negotiated with the Chief of Police/Agency Contact.

8. *Media*

Media relations on major criminal investigations will be jointly handled by the Chief/Agency Contact and the Sheriff's Department Public Information Officer with agreement between parties as to primary contact. Contact with the media by the Sheriff's Department Public Information Officer, when such contact is made will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee.

## Internal Affairs

### 1. *Criteria for Requesting an Internal Affairs Investigation or Assistance in conducting an Internal Investigation*

The Chief of Police/Agency Contact or his/her designee shall have the authority to request an Internal Affairs investigation by contacting the IA Supervising Lieutenant, or designated Detective Sergeant in the absence of the Lieutenant, to make a formal written request documenting the justification and reason for the request.

### 2. *Mobilization*

The Sheriff or his/her designee in conjunction with the IA Investigations Supervisor shall have the sole authority to determine the nature, size, duration and configuration of any investigation. (See the Sheriff's Department Lexipol Policy regarding Internal Investigations Procedures.)

### 3. *Authority for Completion of an Investigation*

The Sheriff or his/her designee shall be the sole authority in determining if an investigation is no longer productive or is completed to meet the standards accepted by the Sheriff's Department. When possible, this decision will be done in consultation with the Chief of Police/Agency Contact or his/her designee, who may likewise make a decision to accept the investigatory files as presented by the Internal Affairs Unit.

### 4. *Conclusion of Investigation*

The Internal Investigations Unit will provide documentation of their investigation in a timely manner to the Chief of Police/Agency Contact or his/her designee to include all data and investigative summaries. Internal Affairs does not provide a recommendation based on the data. That responsibility is the sole responsibility of the agency requesting the investigation.

### 5. *Information Available to Chief of Police/Agency Contact*

The supervisor of the Internal Affairs Unit shall periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the investigation and timeline for conclusion.

### 6. *Miscellaneous Costs*

The Pierce County Sheriff's Department shall assume responsibility for costs arising from the investigation for normally incurring actions such as transcriptions, recordings and investigative field work.

### 7. *Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the investigation. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the IA unit is no longer involved, responsibility for news media contact will remain with the Chief of Police/Agency Contact unless the Chief/Agency Contact requests

and the Sheriff approves that the Sheriff's Department Public Information Officer will continue as liaison.