



LAKWOOD CITY COUNCIL STUDY SESSION AGENDA

Monday, March 23, 2015

7:00 P.M.

City of Lakewood

City Council Chambers

6000 Main Street SW

Lakewood, WA 98499

Page No.

CALL TO ORDER

ITEMS FOR DISCUSSION:

- (3) 1. Review of the 2014 Police Report.
- (19) 2. Review of public art funding options. – (Memorandum)
- (22) 3. Fort Steilacoom Park lease update. – (Memorandum)
- (46) 4. Bridgeport Way gateway project update. – (Memorandum)
- (48) 5. Proposed resolution supporting a transportation package. - (Memorandum)

REPORTS BY THE CITY MANAGER

ITEMS TENTATIVELY SCHEDULED FOR THE APRIL 6, 2015 REGULAR CITY COUNCIL MEETING:

- 1. Item Nos. 3 and 5 above.
- 2. Setting Monday, April 20, 2015, at approximately 7:00 p.m., as the date for a public hearing by the City Council on the 2015 Carry Forward Budget adjustments. – (Motion – Consent Agenda)
- 3. Approving a public art location at Washington Boulevard and Gravelly Lake Drive SW. – (Motion – Regular Agenda)

COUNCIL COMMENTS

AJOURNMENT

The City Council Chambers is accessible to persons with disabilities. Equipment is available for the hearing impaired. Persons requesting special accommodations or language interpreters should contact the City Clerk's Office, 589-2489, 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>

The Council Chambers will be closed 15 minutes after adjournment of the meeting.

CITY OF LAKEWOOD (CITY HALL)
 6000 Main Street SW, Lakewood, WA 98499-5027
 (253) 589-2489

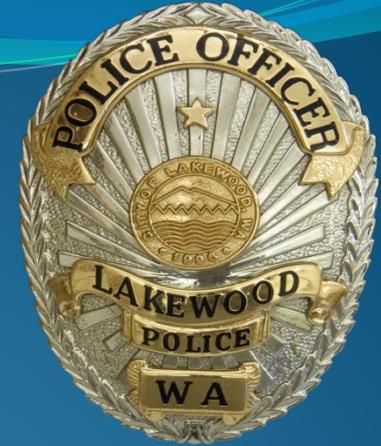
WEEKLY MEETING SCHEDULE
March 23, 2015 – March 27, 2015

Date	Time	Meeting	Location
Mar. 23	7:00 P.M.	City Council Study Session	Lakewood City Hall Council Chambers
Mar. 24	5:30 P.M.	Parks and Recreation Advisory Board	Big Shelter #1 (near the kid's playground) 8714 – 87 th Ave. SW, Lakewood, WA
Mar. 25	9:30 A.M.	Civil Service Special Meeting	Lakewood City Hall 1 st Floor, Conference Room 1E
	5:00 P.M.	Community Services Advisory Board	Lakewood City Hall 3 rd Floor, Conference Room 3A
Mar. 26	6:00 P.M.	Landmarks and Heritage Advisory Board	Lakewood City Hall 3 rd Floor, Conference Room 3A
Mar. 27	No Meetings Scheduled		

TENTATIVE WEEKLY MEETING SCHEDULE
March 30, 2015 – April 3, 2015

Date	Time	Meeting	Location
Mar. 30	No Meeting Scheduled		
Mar. 31	No Meeting Scheduled		
Apr. 1	5:15 P.M.	Public Safety Advisory Committee	Lakewood Police Station Multi-Purpose Room 9401 Lakewood Drive SW
	6:30 P.M.	Planning Commission	Lakewood City Hall Council Chambers
Apr. 2	9:30 A.M.	Civil Service Commission	Lakewood City Hall 1 st Floor, Conference Room 1E
	6:30 P.M.	Tillicum/Woodbrook Neighborhood Association	Tillicum Community Center 14916 Washington Avenue SW
Apr. 3	No Meetings Scheduled		

NOTE: The City Clerk's Office has made every effort to ensure the accuracy of this information. Please confirm any meeting with the sponsoring City department or entity.

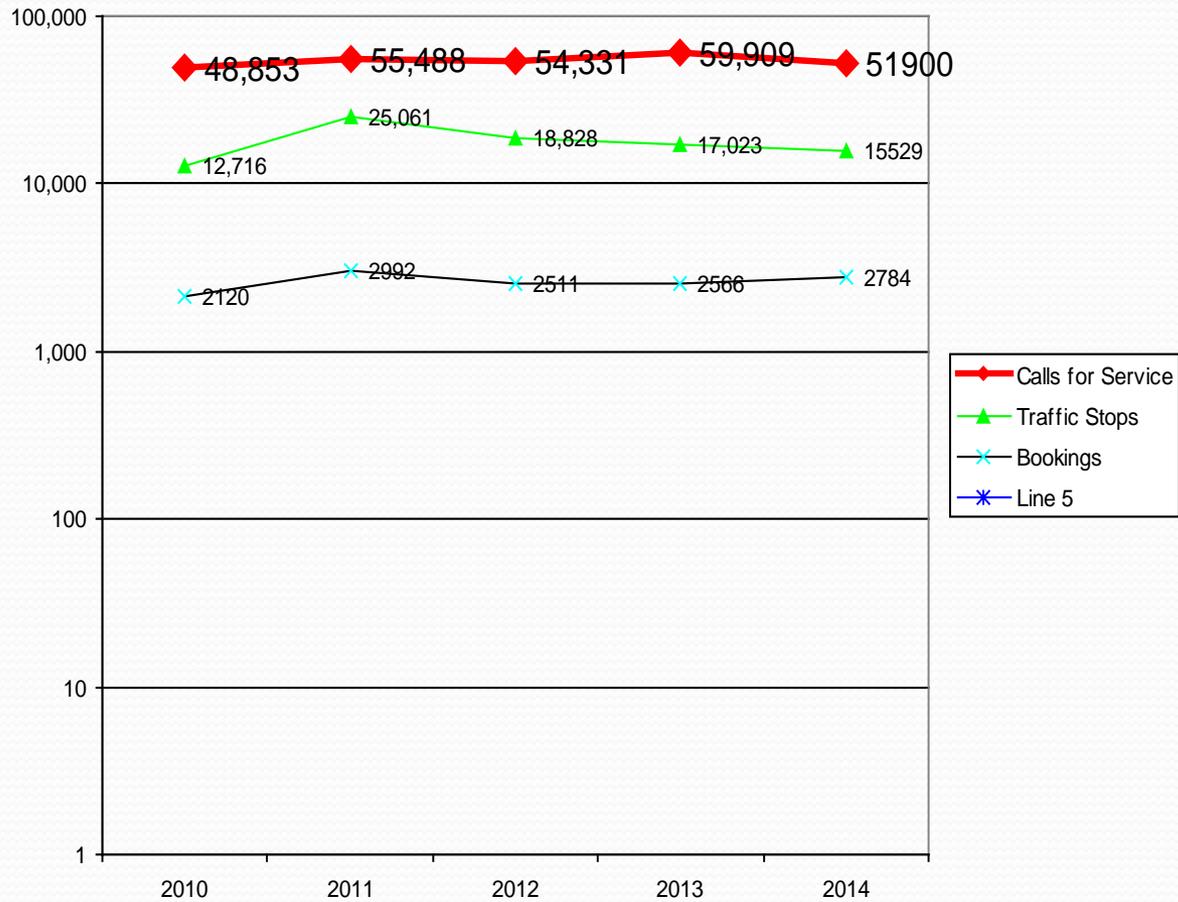


Lakewood Police Department 2014 Annual Reports

Background Information

- Officers complete an internal, administrative report for a Use of Force, Firearm Discharge, Pursuit, or Vehicle Accident.
- These reports are reviewed by the chain of command to determine if the Officer's actions were within policy.
- We also analyze the reports periodically for trends and improvements in training and equipment.

2014 Numbers:



2014 Use of Force:

Year	2011	2012	2013	2014	Percent of CFS Requiring a use of force	Percent of Arrests Requiring a use of force
Total # of Force Incidents	105	109	90	105	.20%	<3.8%

- One complaint of Excessive Force was received by the Department and all officer's were exonerated.

Frame of Reference

- Arrests resulting in uses of force (3 year average)
 - Tacoma = 8.6%
 - Puyallup = 2.6%
 - Kent = 7%
- Calls for service resulting in use of force (3 year average)
 - Tacoma = .35%
 - Puyallup = .16%
 - Kent = .2%

* Reporting requirements vary slightly from department to department

2014 Firearms Discharge

We had five (5) Firearm incidents in 2014

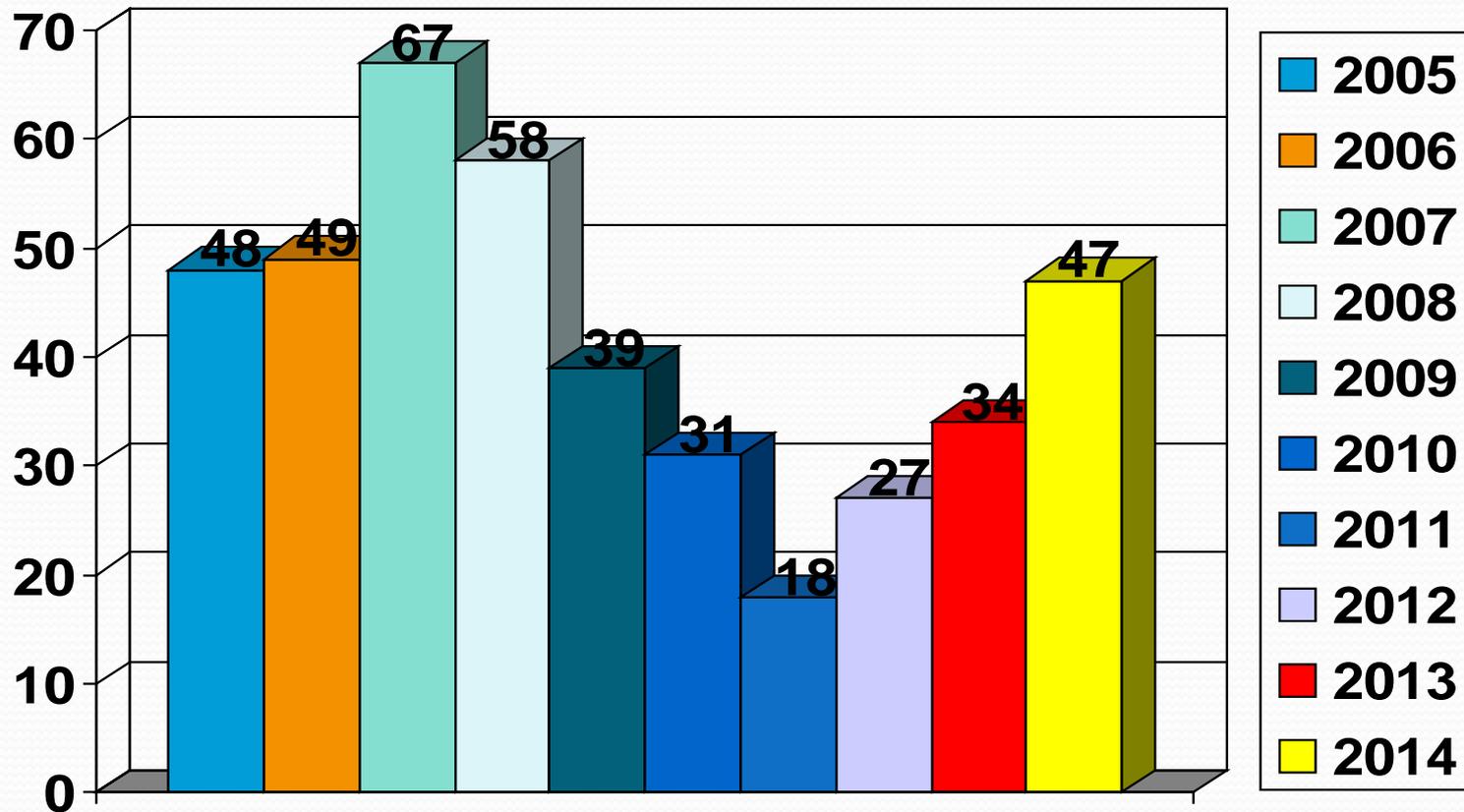
- 4 Firearm Discharges to euthanize injured animals

- 1 Firearm Discharge at suspects

All shootings to euthanize animals were found to be within policy.

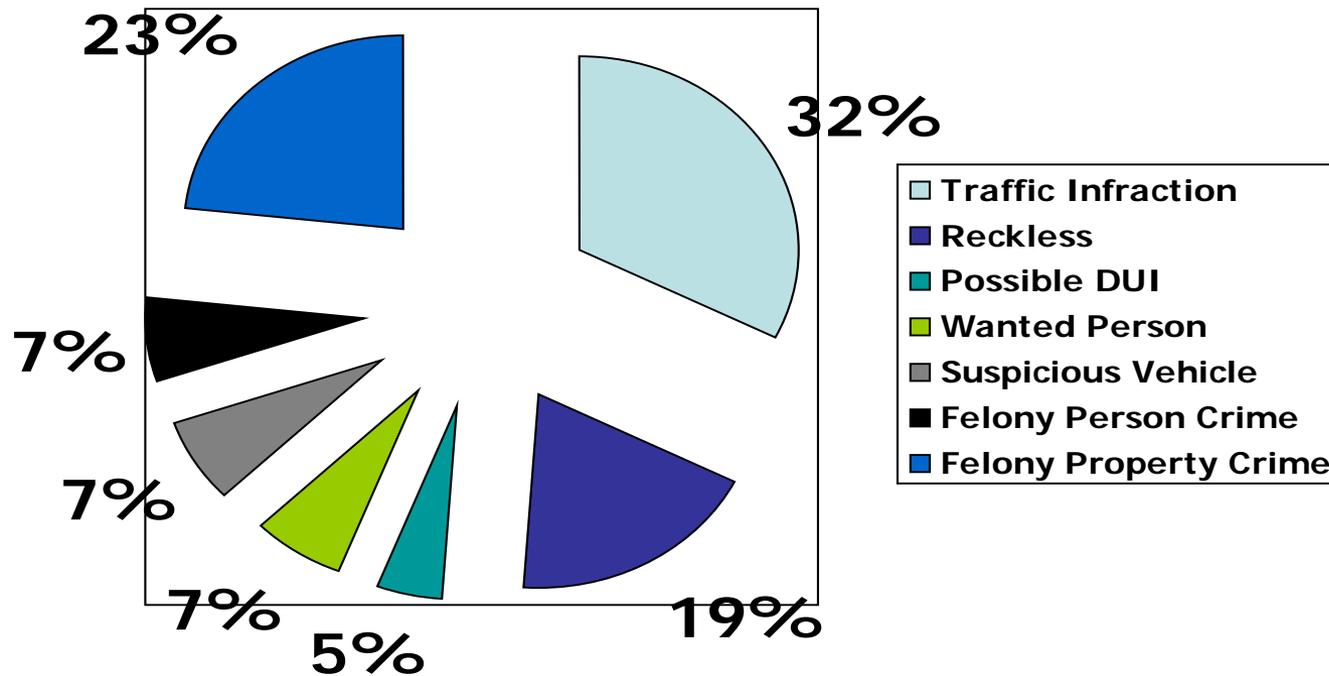
The shooting of the suspect was deemed justified and within policy by an internal Shooting Review Board.

2014 Pursuits



2014 Pursuits

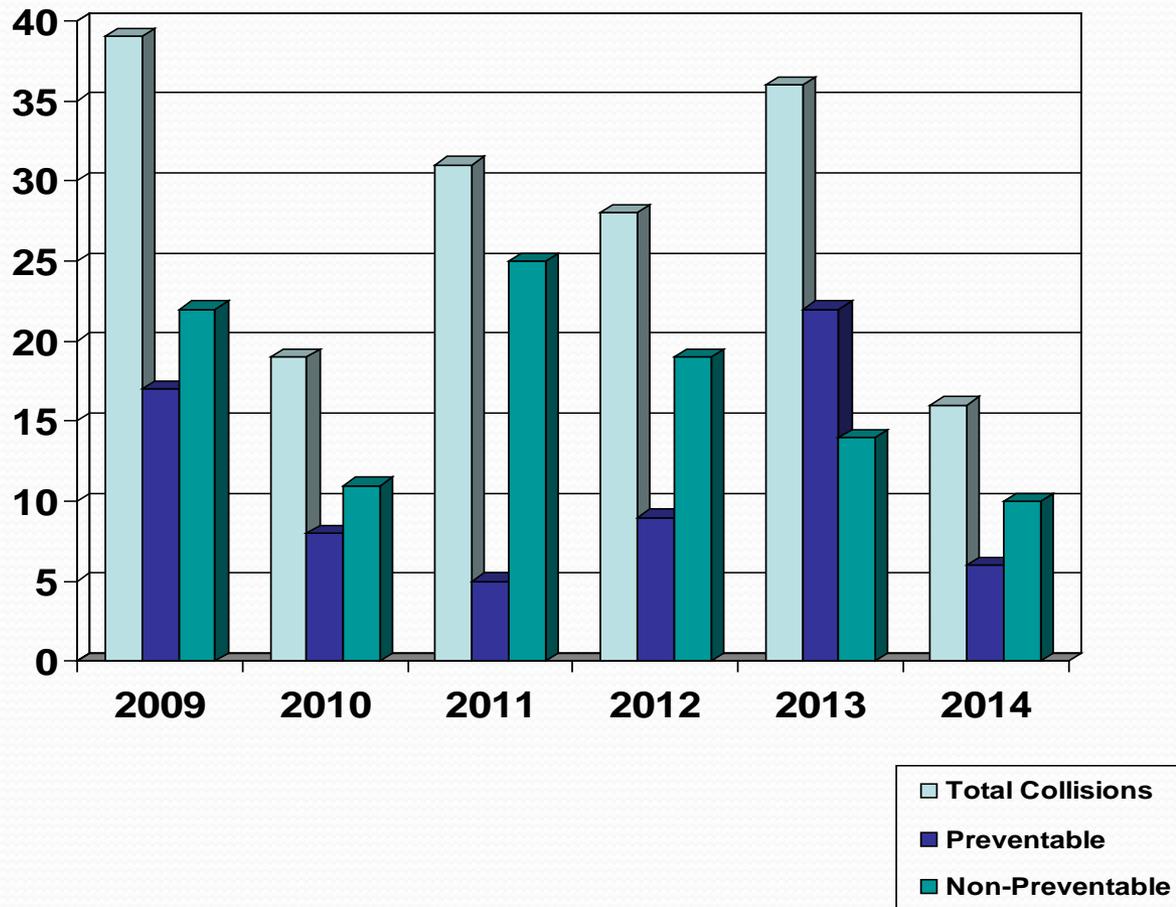
Initiating Offense 2014



Office Involved Collision Breakdown

- 16 total collisions
- 10 collisions were deemed non-preventable by the officer (not at fault)
- 6 collisions were deemed preventable (officer at fault)
- 8 collisions occurred in the roadway
- 8 collisions occurred in parking lots or private property
- No collisions occurred during priority or emergency driving.
- These do not include damage as a result of PIT

2014 Officer Involved Collisions:



Frame of Reference

- Per WSDOT at <http://www.wsdot.wa.gov/mapsdata/collision/collisionannual.htm>
2013: 99,689 total collisions with 57,211,195 vehicle miles driven annually = 1 collision every 574 miles
- LPD in 2014: 16 collisions with approximately 1,942,750 miles driven = 1 collision every 121,422 miles

2014 Internal Investigations:

- 11 investigations (8 PSS investigations, 3 Chain of Command)
- 13 Total allegations were ruled:
 - 7 sustained
 - 3 unfounded
 - 0 not sustained
 - 3 exonerated
- 8 Citizen Inquiries
- No Complaint of Biased-based policing during 2014.
- Of the 11 investigations, 1 Chain of Command and 2 PSS investigations are currently pending an outcome. This would add to total allegations and the breakdowns.

2014 Awards & Praise

- 29 citizen letters of praise
- 7 department awards were awarded
- The Department was recognized nationally with the Police One and Taser “Rise Award” for Agency of the Year.

Frame of Reference

- Almost 3 times as many letters of praise from citizens as investigations for wrong doing.
- Less than .02% of total calls for service result in any form of internal investigation.
- Approximately .06% of total calls for service generate a letter of praise from a citizen.

Crime Statistics

- Person Crimes -6.84%
- Property Crimes -4.58%
- Society Crimes 8.98%
- Total Crime -3.47%

*These are numbers as they were submitted to WASPC. The FBI statistics will come out at a later date and may contain minor discrepancies based on accounting differences.

2014 year end crime stats

GROUP A OFFENSES		Dec-2013	Dec-2014	YTD 2013*	YTD 2014*	Yearly Percentage of Change
Person	AGGRAVATED ASSAULT	22	12	278	247	-11.15%
	SIMPLE ASSAULT & INTIMIDATION	75	72	1001	933	-6.79%
	TOTAL HOMICIDE	0	0	2	1	-50.00%
	KIDNAPPING	3	2	22	25	13.64%
	TOTAL SEX (FORCIBLE)	4	3	94	92	-2.13%
	TOTAL SEX (NON FORCIBLE)	1	1	6	9	50.00%
	COURT ORDER VIOLATIONS*	3	20	258	287	11.24%
	TOTAL	105	90	1403	1307	-6.84%
Property	ARSON	0	1	14	15	7.14%
	BRIBERY	0	0	0	0	**
	BURGLARY	53	65	642	644	0.31%
	COUNTERFEITING	14	0	118	96	-18.64%
	VANDALISM	64	80	925	841	-9.08%
	EMBEZZLEMENT	0	0	1	1	0.00%
	EXTORTION	1	0	3	5	66.67%
	TOTAL FRAUD	20	20	269	318	18.22%
	TOTAL LARCENY	127	169	1832	1681	-8.24%
	MOTOR VEHICLE THEFT	17	12	205	215	4.88%
	ROBBERY	5	12	90	89	-1.11%
	STOLEN PROPERTY	3	10	136	136	0.00%
	TOTAL	304	369	4235	4041	-4.58%
Society	TOTAL DRUG	64	54	595	637	7.06%
	TOTAL GAMBLING	0	0	0	0	**
	PORNOGRAPHY	0	0	3	4	33%
	TOTAL PROSTITUTION	15	14	52	82	58%
	WEAPON LAW VIOLATIONS	6	8	107	102	-5%
	TOTAL	85	76	757	825	8.98%
TOTAL GROUP A OFFENSES*		494	535	6395	6173	-3.47%

*Total of Group A Offenses excludes Court Order Violations



TO: Mayor and City Council Members

THROUGH: John J. Caulfield, City Manager 

FROM: Courtney Casady, City Management Intern and Adam Lincoln,
Assistant to the City Manager

DATE: March 23, 2015

SUBJECT: Funding for Public Art

Purpose:

The purpose of this memo is to identify possible methods to fund public art projects within the City of Lakewood. The analysis examines best practices, emerging alternatives to best practices and potential funding sources that have not been widely used.

Analysis:

This analysis addresses: 1) current best practices for funding public art and 2) emerging alternatives that may be useful.

Best practices

The best practice for funding public art in Washington State is setting a percentage (usually .5 to 2) of publicly funded capital improvement projects (CIP) aside per year for the commissioning of public artworks, which will usually be sited in, on, or adjacent to the building or project being constructed. For example, if the City of Lakewood decided to construct a new building the 1% could supply the art work that would exist inside or outside of the new building.

The State of Washington defines a capital project as: K-12 public schools, college and university buildings, public buildings, and other publically funded construction projects. Currently, the only entities in Washington State required to fund public art are school districts and The State of Washington. If a municipality chooses to fund public art, the State does not place a limit on a the amount that can be set aside or give requirements for defining qualifying projects used to fund public art. For example, CIPs can include transportation

projects.¹ However, qualifying all transportation projects for public art funding can become very costly as the cost for public art is added to the total cost of the project. Arts funding is not an allowable expense taken from transportation grant funding and is thus taken from general government funds. Ultimately, Public Art funding is largely up to each city’s discretion. After speaking with an MRSC representative it was suggested that any Code written for funding public art be phrased as “may” rather than “will” in order for the city to have financial flexibility.

In Washington State the cities of Seattle, Tacoma, Renton and Bellevue all apply this 1% method to fund public art within their respective municipalities. Seattle, Tacoma, Federal Way and Bellevue have codified how they fund public art as a percent of each cities defined qualifying projects. Other cities, such as Renton has written their requirements so the City Council has the discretion to determine an appropriate amount of funding based on the City Council’s interest in projects that are proposed.

Emerging Alternatives

Some cities have determined that 1% of their capital construction budget is not enough to create the amount of art that they would like to see in their city. Federal Way sets aside 2% based on CIPs that exceed \$25,000.

Comparison of Local Cities

State of Washington	.5% of capital improvement projects
Pierce County	1% of capital improvement projects with costs exceeding \$100,000
City of Tacoma	1% of all capital improvement projects
City of Seattle	1% of all eligible projects
City of Renton	1% of transportation projects including design and construction costs (approx. \$15,000, varies depending on actual, eligible* construction costs)
City of Olympia	\$1 per person and 1% of major City construction projects
City of Federal Way	2% of eligible** projects with costs exceeding \$25,000 & 4Culture grant: cultural services for King County non-profit
City of Puyallup	Partners with a non-profit, Arts Downtown (http://www.artsdowntown.org/) additional funding taken out of parks & recreation and economic development budget
University Place	Partners with a non-profit, UP for public art (https://upforarts.wildapricot.org/)

* In Renton, during the City’s annual budget process, the Arts Commission and Mayor, or his/her representative, review all capital improvement projects anticipated within the following two (2) year period to determine which projects are appropriate for inclusion of works of art and to estimate the amount to be allocated for said purpose.

** In Federal Way, qualifying capital improvement project includes projects funded wholly or in part by the city to construct or substantially remodel any public project including: buildings, decorative or commemorative structures, parks, or portion thereof; provided, that it does not include, either initially or in the calculation of the total project cost, amounts funded by the city for the acquisition of real property or equipment, or for demolition.

Recommendation:

¹ Most cities only set aside 1-2% of CIP new construction for public art and only include transportation projects that are necessary and/or part of the construction of a new building.

The next step would be to determine whether the City Council desires to increase funding for Public Art and what that would look like for the City of Lakewood. The City of Renton model would be a good example to emulate because it allows for up to 1% of project costs to go to public art funding and for the Arts Commission and City Council to have discretion on which projects they select.



To: Mayor and City Councilmembers

From: Mary Dodsworth, Director

Through: John J. Caulfield, City Manager

Date: March 17, 2015

Subject: Fort Steilacoom Park Lease Assignment Amendment

Summary: When the Fort Steilacoom Park lease was transferred from Pierce County to the City in early 2014, Pierce County was listed as the “Assigner” on the agreement and the agreement stated that they would remain liable for payment of future rents and any other performance issues if the City was not able to comply. We were made aware of this requirement when the City asked for a lease extension to comply with a grant requirement. All parties are in agreement that the City is capable of meeting our contract requirements and that the County should be removed from this responsibility. The State is allowing the City to extend their lease through 2040 and requiring the County to stay on as Assigner until 2025 (the ending year of the original lease).

Background: Many organizations, agencies and entities have managed the land currently known as Fort Steilacoom Park. The land was originally controlled by the Department of Institutions (now known as the Department of Social and Health Services - DSHS). In 1966 DSHS authorized the Department of Natural Resources (DNR) to manage the leasing of certain state lands. In 1970 DNR leased the land, now known as Fort Steilacoom Park (FSP), to Pierce County. In 2011 DNR assigned the lease management responsibilities back to DSHS which is now our point of contact regarding FSP lease issues. In 2006 the City and County signed an interlocal agreement which allowed the City to manage and maintain Fort Steilacoom Park. In early 2014 the lease was assumed by the City. The annual lease rate is \$1,500 per year and the current lease expires in 2025.

Current Status: The City applied for a state grant to develop Waughop Lake at Fort Steilacoom Park. Since the City is not the property owner, as a requirement of the grant, we needed to assure public access to the site and show that we had adequate control of the project site to construct, operate, and maintain the area for 25 years. Since the current lease expires in 2025 (10 years) we requested an extension to comply with the grant requirements.

While discussing the lease extension with the State, we became aware of the assignment language in the grant. Neither the City nor the County understood that the County was still “second in line” if the City failed to meet our lease obligations. According to the State this is standard language in their lease assumption agreements and they would be willing to make adjustments. The State is allowing the City to extend their lease through 2040 and would allow the County to be removed from the Assigner responsibilities in 2025 (the

Voluntary Lease Assignment, Assumption and Consent Agreement

Recitals

Whereas, on June 27, 1966, the State of Washington, Department of Institutions, now known as State of Washington, Department of Social and Health Services (DSHS) and the State of Washington, Department of Natural Resources (DNR) entered into a written agreement (Exhibit A) authorizing DNR to manage (by land lease) select DSHS owned lands.

Whereas, the property legally described in Exhibit B was managed by DNR under Lease Number 58685 (Exhibit D), dated October 26, 1970, in accordance with the above referenced agreement (Exhibit A), dated June 27, 1966.

Whereas, on November 17, 2011, DNR assigned Lease Number 58685 and lease management responsibility of said parcel back to DSHS (Exhibit C), DSHS hereinafter is the State (State) and acts as the Lessor in Lease Number 58685.

Whereas, Pierce County is the Lessee under Lease Number 58685.

Whereas, the City of Lakewood, whose address is 6000 Main Street, Lakewood, WA 98499, desires to assume the Lease of said parcel from the Pierce County and become the Lessee.

Whereas, Pierce County, hereinafter the Assignor, desires to assign their interest as Lessee under Lease Number 58685 to the City of Lakewood, hereinafter the Assignee.

Whereas, the State consents to the assignment of Lease Number 58685 from the Assignor and the assumption of said lease by the Assignee.

Whereas, Assignor and Assignee agree that no fiscal action is required by the execution of this Assignment and Assumption Agreement.

Whereas, Assignor agrees to transfer lease files and records to Assignee upon the effective date of this Assignment and Assumption Agreement.

Now, therefore, for and in consideration of mutual, offsetting and other valuable consideration the Assignor hereby agree to the following:

1. Assignment: Assignor hereby assigns, sets over, and transfers all of their right, title, and interest in Lease Number 58685 (Exhibit D), the property legally described in Exhibit B.
2. Assumption: The Assignee: City of Lakewood hereby bind(s) and obligate(s) itself to perform all the conditions and covenants of said Lease Number 58685 (Exhibit D).
3. Consent: The State hereby consents to the foregoing Assignment and Assumption on the express condition that the Assignor shall remain liable for the prompt payment of rent and performance of the covenants on the part of the Lessee as therein mentioned and that no further assignment of said Lease or subletting of the premises thereby demised, or any part thereof, shall be made without the prior written consent of the undersigned.

Approval of this assignment by the State is not a discharge of the Assignor or Assignor's surety from any or all liabilities, obligations, or duties incurred under Lease No. 58685, dated October 26, 1970, made prior to the date of consent of this Assignment and Assumption Agreement.

Effective Date. The effective date of this Assignment and Assumption Agreement shall be the date on which the last signature is executed below.

IN WITNESS HEREOF, the Parties have executed this agreement.

ASSIGNEE:

CITY OF LAKEWOOD

Approved as to form:

Abidi Am Wacker 12/18/13
City Attorney Date

Attest:

Steve McBar 12-19-13
City Clerk Date

Dated: December 19, 2013

John J. Caulfield 12/19/13
JOHN J. CAULFIELD
City Manager

ASSIGNOR:

PIERCE COUNTY

Approved as to form:

M. Peter Shilly 1/3/2014
Deputy Prosecuting Attorney Date

Dated: January 13, 2014

Pat McCarthy
PAT MCCARTHY
County Executive

THE STATE:

STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH
SERVICES

Dated: JANUARY 28, 2014.



ANDREW JENKINS
Leasing Coordination Manager

**Pierce County
Contract Signature Page**

Assignment of Ft. Steilacoom Park Lease from Pierce County to the City of Lakewood

Contract # 091764

IN WITNESS WHEREOF, the parties have executed this agreement this 13 day of January, 2014.

PIERCE COUNTY:
Approved as to form only:

City of Lakewood:
Approved as to form only:

By [Signature]
Deputy Prosecuting Attorney Date

SEE ATTACHED DOCUMENT

By [Signature] 1/8/13
Budget & Finance Date

**State of Washington
Dept. of Social and Health Services**

Approved:

SEE ATTACHED DOCUMENT

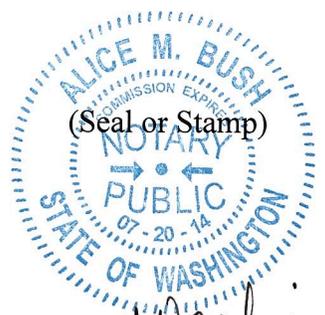
By [Signature] 12-30-13
Parks Department Director Date
(under \$250,000)
for Tony Tipton

or
By [Signature] 1/13/14
Pierce County Executive Date
(\$250,000 or more)

STATE OF Washington)
) ss.
COUNTY OF Pierce)

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

DATED: 12-19-13

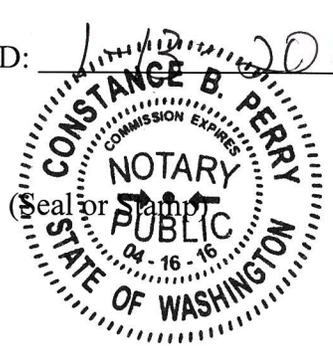


Alice M. Bush
NOTARY PUBLIC in and for the
State of WASHINGTON
My appointment expires 7-20-14

STATE OF Washington)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Pat McCarthy **is** the person who appeared before me, and said person acknowledged that **she** signed this instrument, on oath stated that **she was** authorized to execute the instrument, and acknowledged it as the County Executive of **Pierce County**, Washington, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 1-13-2014

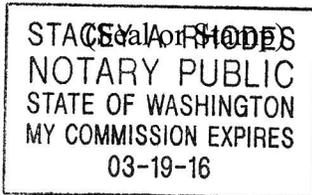


Constance B. Perry
NOTARY PUBLIC in and for the
State of Washington
My appointment expires 4-16-2014

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Andrew Jenkins is the person who appeared before me, and said person acknowledged that **he** signed this instrument, on oath stated that **he was** authorized to execute the instrument, and acknowledged it as the Leasing Coordination Manager of Operations Support and Services Division for the Washington State Department of Social and Health Services to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 1/28/2014



Stacy A Rhodes
NOTARY PUBLIC in and for the
State of Washington
My appointment expires 03/19/2016

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

Lease No. 58685

By this Lease, by and between the State of Washington, Department of Institutions, acting by and through the Department of Natural Resources, hereinafter called the State, and PIERCE COUNTY, acting by and through its BOARD OF COUNTY COMMISSIONERS, hereinafter called the Lessee, the State leases to the Lessee the following described Department of Institution's lands in Pierce County, Washington, on the terms and conditions stated herein, to wit:

Government Lots 3, 13 and 14, Lots 1 to 5, inclusive, Edward Miller 5 Acre Tracts and the North 14.25 acres of the SE 1/4 NW 1/4, All in Section 4, Township 19 North, Range 2 East, W.M.; also

The West 30 feet of Government Lot 2, in Section 4, Township 19 North, Range 2 East, W.M., except the South 30 feet thereof; said 30 foot strip lies parallel to and abutts on the west line of Lot 1 of plat of Edward Miller 5 Acre Tracts, which was recorded in records of Pierce County Auditor's Office on Page 61 of Volume 10, March 30, 1911; also

That certain strip of road right of way abutting on the north end of Lots 1, 2, 3, 4 and 5 of said plat lying west of a line parallel to and 60 feet west of the east line of Lot 5 of said plat produced north to intersect the extreme north line of said plat.

Subject, however, to easements for rights of way for county roads upon, over and across the following described lands:

Parcel #1 - The East 60 feet of Tract 5 as shown on the recorded plat of Edward Miller 5 Acre Tracts in Section 4, Township 19 North, Range 2 East, W.M., as recorded in the office of Pierce County Auditor at Tacoma, Washington.

Parcel #2 - The South 30 feet of Tracts 1, 2, 3, 4 and 5, as shown on the plat of Edward Miller 5 Acre Tracts in Section 4, Township 19 North, Range 2 East, W.M., as recorded in the office of Pierce County Auditor at Tacoma, Washington.

Parcel #3 - Beginning at a point on the west line of Government Lot 2, Section 4, Township 19 North, Range 2 East, W.M., which is N 1° 20' 30" E 30 feet from the southwest corner thereof; thence south along said west line and the west line of Government Lot 12, said Section 4, to the northeast corner of Homeside Addition as recorded in the office of the Pierce County Auditor; thence westerly along the north line of said Homeside Addition 30 feet; thence northerly parallel to and 30 feet west of the west line of said Lots 2 and 12 to a point 30 feet west of the point of beginning; thence easterly to the point of beginning.

Parcel #4 - All that land in Edward Miller 5 Acre Tracts and Government Lot 13 in Section 4, Township 19 North, Range 2 East, W.M., lying west of the west right of way line of 87th Avenue Southwest and east of the following described line:

Beginning at the northeast corner of said Section 4; thence N 89° 48' 97" W along the north line of Section 4, 1,454.1 feet to the true point of beginning; thence S 19° 02' 09" W 862.49 feet; thence on a curve to the right with a radius of 954.93 feet, through an angle of 19° 33' for a distance of 290 feet, more or less, to the north right of way line of 100th Street Southwest.

Subject, however, to the right and privilege granted to the City of Tacoma to install poles and anchors with equipment on a string transmission, distribution, communication and guy wires along and across portions of the following described property:

Parcel #1 - Government Lot 3 and the North 14.25 acres of the SE 1/4 NW 1/4, All in Section 4, Township 19 North, Range 2 East, W.M.

Parcel #2 - Tract 5 of Edward Miller 5 Acre Tracts in Government Lot 2 in the NW 1/4 NE 1/4 of Section 4, Township 19 North, Range 2 East, W.M.

Poles, anchors, equipment, transmission, distribution and communication wires to be located on the above Parcel #1 within a strip of land 10 feet in width, the centerline of which is described as follows:

Beginning at a point on the east line of said Government Lot 3 which is North 25 feet from the southeast corner thereof, thence westerly parallel with the south line of said Government Lot 3 to a point on the west line thereof.

Anchor, equipment and guy wires to be located on Parcel #2 within a strip of land 5 feet wide, the centerline of which is described as follows:

Beginning at the southeast corner of said Tract 5 of Edward Miller 5 Acre Tracts, thence north along the east line of said Tract 5 and the northerly projection of said east line, a distance of 666.3 feet, thence west 7 feet to the northeasterly line of said Tract 5 and point of beginning for this description, thence west 23 feet; also,

The S 1/2 SW 1/4, Government Lots 11 and 13 and those portions of the John Van Buskirk D.L.C., and the SE 1/4 NW 1/4, the NE 1/4 SW 1/4, and Government Lots 10 and 12 lying southerly of Steilacoom Boulevard as now located and constructed, All in Section 33, Township 20 North, Range 2 East, W.M.

Subject, however, to an easement for right of way for county road over the following described parcel of land:

Beginning at the Southeast Quarter (1/4) of Section 33, Township 20 North, Range 2 East, W.M.; thence West along the South line of said Section, a distance of 1,444.1 feet to the point of beginning; thence North along the West right of way line of Elwood Drive Southwest to the South right of way line of Steilacoom Boulevard; thence West along the South line of Steilacoom Boulevard, a distance of 10 feet; thence South and parallel with the West line of Elwood Drive to the South line of the Southeast Quarter (1/4) of said Section 33, thence East 10 feet to the true point of beginning.

Subject, however, to any existing rights of way for county roads, streets and/or public utilities.

The above described lands have a total area of 330.8 acres, more or less.

SECTION 1 OCCUPANCY, *ms*

1.01 Term. This lease shall commence on the 20 day of October, 1970, and continue to the 1st day of December, 2025. This lease is issued under authority of RCW 79.01.414. *December ms*

1.02 Renewal. The Lessee shall have the right to the extent provided by law, to apply for a re-lease of the site.

SECTION 2 USE OF THE SITE

2.01 Permitted Use. The site shall only be used for the purpose of educational and recreational facilities. For purposes of this lease, joint use of parking facilities as required by Clauses 6.01 (1) and (2) shall be considered to be public outdoor recreation use.

2.02 Additional Use. The patent by which the State received title to certain of these premises from the United States restricts the uses to which the said premises may be put. In the event the United States removes such restrictions, the State reserves the right to remove from this lease and take back not to exceed fifteen acres which, if removed and taken back, will then be leased to a school district for educational purposes. Such educational purposes shall be oriented to the SE 1/4 SE 1/4, Section 33, Township 20 North, Range 2 East, W.M., south of Angle Lane and/or to the eastern portion of Section 4, Township 19 North, Range 2 East, W.M. Any such removal and taking back will be coordinated, in advance, with the Lessee; however, the decision of the State in this regard will not abate any of the rental due under this lease.

SECTION 3 RENTAL

3.01 Amount. Starting December 1, 1970, the Lessee shall pay to the State at P. O. Box 168, Olympia, Washington 98501, annually, in advance, \$1,500.00.

SECTION 4 RESERVATIONS

4.01 Compliance. The State shall have access to the site at all reasonable times for the purpose of securing compliance with the terms and conditions of this lease.

4.02 Access. The State reserves the right to grant easements and other land uses on the site to itself and others when the easement or other land uses applied for will not unduly interfere with the use to which the Lessee is putting the site or interfere unduly with the plan of development for the site. No easement or other land uses shall be granted until damages to the leasehold shall first have been ascertained by the State and paid to the Lessee by the applicant for the easement or other land use.

4.03 Restrictions on Use. In connection with use of the site the Lessee shall:

(1) Remove no State owned valuable material without prior written consent of the State. The Lessee must pay to the State the Fair Market Value of the valuable material, as determined by the State, before removal authorization is granted;

(2) Take all reasonable precautions to protect the land and improvements on the leased site from fire, make every reasonable effort to report and suppress such fires as may affect the leased site, and shall be subject to applicable fire laws affecting the leased site;

(3) Not allow debris or refuse to accumulate on the leased site;

(4) Permit patients at Western State Hospital, or any similar institution located in the vicinity of the premises, the right to use the premises for recreation when so authorized by the officials of the institution concerned;

(5) Permit the State to retain the right for and the use of the water facilities presently located on the premises. The State may maintain this system and have exclusive use of any and all water obtained, provided that the Lessee may use portions of the water when not needed by the State. The Lessee shall have a meter installed, and pay for the water taken from the premises, at a rate based on the average cost of said water being delivered by the State to the Western State Hospital grounds north of Steilacoom Boulevard;

(6) Permit the State to retain the right for and the use and maintenance of the present power and phone services on the premises that are serving the Western State Hospital grounds located north of Steilacoom Boulevard.

SECTION 5 REQUIREMENTS

5.01 Assignment and Sublease. This lease or any portion thereof may not be assigned nor may the lands held hereunder be sublet without the written consent of the State.

5.02 Duty. The Lessee, at his sole cost and expense, shall at all times keep or cause all improvements installed pursuant to this lease (regardless of ownership) to be kept in as good condition and repair as originally constructed or as hereafter put, except for reasonable wear and tear. The State, or any authorized agency shall have the legal right to inspect the premises and improvements thereon. The Lessee shall carry a sufficient amount of fire, lightning, or the hazards of the extended coverage endorsement, to cover the replacement cost of any or all improvements, excluding those which are maintained by and for the benefit of the State, that may be damaged by fire or other casualty. In the event of fire or casualty damage to any or all of the improvements, the paid insurance benefits shall be used to immediately replace said improvements in a manner subject to reasonable approval by the State, or at the option of the Lessee, the proceeds from such insurance may be paid to the State in such amount as may be necessary to reimburse the State for those improvements which existed on the premises at the time this lease is executed.

5.03 Condition of Site and Liability. The site has been inspected by the Lessee and is accepted in its present condition. Lessee agrees to defend and hold the State harmless from any and all claims suffered or alleged to be suffered on the site or arising out of operations on the site.

5.04 Assessments. The Lessee shall pay the annual payments on all assessments and taxes that are charged now or may be charged in the future to the land or the improvements thereon.

5.05 Default. If any rent shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default in any of the covenants and agreements herein contained, then the State may cancel this lease, provided the Lessee has been notified of the rental due, the violation or the default, 60 days prior to said cancellation.

5.06 Insolvency of Lessee. If the Lessee becomes insolvent or bankrupt, or if a receiver is appointed, the State may cancel, at its option, the lease unless the lease has been used as collateral with the State's consent. If the Lessee should default in payment to the lending agency, the State upon request by the lender shall assign the lease to the lending agency who may, thereafter, either operate the leased site, or with the approval of the State, assign the lease.

SECTION 6 OPERATION OF PREMISES

6.01 Development Plan. Before the Lessee develops the premises, a general plan of development must be submitted to the State and have the State's written approval. No permanent facilities except for boating, picnicking, and swimming will be permitted within 200 feet of any body of water. Said plan is to encompass, but is not limited to, the following features:

(1) Joint and mutually agreed use of parking and recreational facilities with the Community College being proposed for the adjoining property to the south and west of this leased premises. If the subject parties cannot agree, the dispute will be arbitrated by a board of arbitrators. The arbitration board will be made up of one person appointed by the State Board of Community Colleges, one person appointed by the Pierce County Board of Commissioners, and these two individuals will select the third party. The decision of this board of arbitrators shall be binding on both parties;

(2) Joint use of parking and recreational facilities with any proposed school that may be placed on the 15 acres reserved under Clause 2.02. If the subject parties cannot agree, the dispute will be arbitrated by a board of arbitrators. The arbitration board will be made up of one person appointed by the Pierce County Superintendent of Schools, one person by the Pierce County Board of Commissioners, and these two individuals will select the third party. The decision of this board of arbitrators shall be binding on both parties.

(3) Maintenance of the cemetery located on the premises;

(4) Fort Steilacoom Community College shall have unencumbered access to Waughop Lake, as designated, in those areas where land subject to this lease lies between the campus of Fort Steilacoom Community College and Waughop Lake as designated. This access shall in no event preclude bicycle, pedestrian and like casual traffic from traveling around the perimeter of said lake. Said college shall be included in any planning of design of such development to be included on the subject area between the campus and the lake. If the College and the Lessee cannot mutually agree on the plan of development, the decision will be arbitrated as set forth in Section 6.01 (1).

(5) Schedule of development within the framework of available financing. Said schedule may be altered as needed to fulfill recreational needs and needed financing;

(6) Proposed use of buildings located on the premises, also to include removal of those not to be used by the Lessee;

(7) Security fencing with gates will be installed around the water towers and pump house. Said fencing is to be in place prior to usage of the premises as a park. Said fence should be 6 feet high with one top strand barbed wire and on steel posts. Maintenance of such fence to be the responsibility of the Lessee;

(8) The area within the Community College District No. 11 lease adjacent to the water towers and 200 feet outward from the present circular road serving said towers shall be developed by mutual agreement and maintained by the Lessee. Such development shall be compatible with the proposed landscaping to be provided by and on lands administered by the College. If the College and Lessee cannot mutually agree on the plan of development, such plan will be arbitrated as set forth in Section 6.01 (1). Said area shall be designated as the viewpoint area.

6.02 Lake Access. Pierce County Parks shall have unencumbered access for the development, and to provide maintenance on the 200 foot strip bordering the southern portion of Waughop Lake, as designated. In the event Pierce County Parks Department ceases to manage the adjacent park area, all management rights of this area shall revert to the College. It is also understood that the Pierce County Parks Department and Fort Steilacoom Community College will mutually agree to locate certain park facilities as desired, such as, but not limited to, picnic areas, on such property contained in this lease, provided that such agreements shall not by reason of their duration and nature interfere with College operations and future development. If the College and the Lessee cannot mutually agree on the plan of development, the decision will be arbitrated as set forth in Section 6.01 (1).

6.03 Building Replacement. Before storage buildings utilized by the Department of Institutions are removed or used by the Lessee, the Lessee must provide a replacement building of 50 feet by 100 feet in size and provide up to a maximum of four (4) buildings or a total of 20,000 square feet. The Lessee shall determine the schedule of utilization or replacement, provided that at least one building shall be constructed prior to July 1, 1972. Said buildings are to be constructed at Lessee's expense and to be placed at a location designated by the State and to the north of Steilacoom Boulevard on the Western State Hospital grounds. Title to said buildings shall convey to the Department of Institutions upon the satisfactory completion of construction. Type of buildings for replacement are found in Schedule I and by mention herein made a part of this lease.

SECTION 7 MISCELLANEOUS

7.01 No Partnership. The State is not a partner nor a joint venturer with the Lessee in connection with business carried on under this lease and shall have no obligation with the respect to the Lessee's debts or other liabilities.

7.02 Warranty. The State warrants that it is the owner of the leased site and has the right to lease it free of all encumbrances except those set out under the description of the leased premises.

7.03 Non-Waiver. Waiver by either party of strict performance of any provisions of this lease shall not be a waiver of nor prejudice the party's right to require strict performance of the same provision in the future or of any other provisions.

7.04 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover costs including such sum as the court may adjudge reasonable as attorney fees.

7.05 Succession. Subject to the limitations as stated in Sections 5-5.01 and 5-5.06, on transfer of the Lessee's interest, this lease shall be binding upon and inure to the parties, their respective successors and assigns.

7.06 Notices. Any notice required or permitted under this lease shall be given when actually deposited in the United States mail as certified mail addressed as follows: To the State: Department of Natural Resources, Public Lands-Social Security Building, P. O. Box 168, Olympia, Washington 98501. To the Lessee: At the address given by the Lessee in the signature block or as specified in writing by the Lessee.

7.07 State's Right to Cure Default. If the Lessee is in default by failure to perform any covenant(s) of this lease, the State shall have the option to correct the default or cancel the lease after sixty (60) days' written notice to the Lessee. All of the State's expenditure to correct the default shall be reimbursed by the Lessee on demand with interest at the rate of 8% per annum from the date of expenditure by the State. The written notice shall have no effect if the Lessee cures the default specified in the notice during the 60 day period.

7.08 Lease Recording. Within 30 days after receipt of this lease, a notification of leasing is to be recorded by the Lessee with the Pierce County Auditor's office located in Tacoma, Washington.

SECTION 8 OPERATION OF SITE

8.01 Operational Uses and Responsibilities. In conjunction with the operation of the site, all construction, improvements, operation, repair, etc., made or performed under the lease shall be at the sole cost of the Lessee or Sub-lessees. The Lessee shall furnish all utilities and shall obtain all Federal, State and local permits and licenses necessary to perform the terms, conditions and covenants of this lease.

SECTION 9 IMPROVEMENTS

9.01 Ownership of Improvements. All buildings and improvements, excluding removable personal property and trade fixtures, on the leased site will remain on said

site after termination or expiration of this lease if this lease is not renewed, shall thereupon become the property of the State.

The Lessee expressly agrees to all covenants herein and binds himself for the payment of the rental hereinbefore specified.

Executed this 26th day of October, 19 70.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By Bert Cole
BERT L. COLE
Commissioner of Public Lands

Signed this 20th day of October, 19 70.

BOARD OF COUNTY COMMISSIONERS
PIERCE COUNTY

By Patrick J. Gallagher
Chairman
By _____

City-County Building
Tacoma, Wa. 98402

App. No. 58685
SRM

PROCK HEAD

Specifications for replacement buildings are as follows:

Butler type, metal buildings, 30' x 100', 11' clear height w/four personnel doors per building - Size: 3'4" x 8'3" metal clad; flush mounted; two each double swing doors for cargo per building with frames, thresholds, hardware closers; 12 lite panels 3' x 10' with skylight of green ribbed plastic per building; 4-ventilators per building. Construction and accessories - concrete slab floor. Doors and skylights shall be as standard with Butler Manufacturing Company, or approved equal.

App. No. 56685

After recording return document to:
State of Washington
Department of Social and Health Services
Office of Capital Asset Management
P O Box 45848
Olympia WA 98504-5848

Document Title: 60-58685 Assignment Amendment 1

DNR/STATE Contract: 60-58685 Assignment Amendment 1

DSHS Contract: 7076-57770 Assignment Amendment 1

Lessor: State of Washington, Department of Social and Health Services

Lessee: City of Lakewood

Assessor's Tax Parcel Numbers: 0220324023, 0220324015, 0220321000, 0219042005, 0219042006, 5900000012, 5900000013, 0219041000, 0219042007, 0219042008, and 0219042009

Abbreviated Legal: Section 04 Township 19 Range 02 Quarter 21

Voluntary Lease Assignment, Assumption and Consent Agreement Amendment No. 1

THIS LEASE ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT, AMENDMENT 1, effective November 1, 2014 between the STATE OF WASHINGTON, DEPARTMENT OF SOCIAL AND HEALTH SERVICES ("DSHS"), Pierce County ("Assignor"), whose address is 9112 Lakewood Drive SW, Lakewood, WA 98499, and the City of Lakewood ("Assignee"), whose address is 6000 Main Street, Lakewood, WA 98499 hereby amends the Voluntary Lease Assignment, Assumption and Consent Agreement for State Lease No. 58685 (DSHS Contract No. 7076-57770) as follows:

By Agreement of the above parties, the purpose of this Voluntary Lease Assignment, Assumption and Consent Agreement Amendment is:

- 1) To replace in its entirety, section 3. Consent contained in the original Voluntary Lease Assignment, Assumption and Consent Agreement executed January 28, 2014, with the following:
 3. Consent: The State hereby consents to the foregoing Assignment and Assumption on the express condition that the Assignor shall remain liable for the prompt payment of rent and performance of the covenants on the part of the Lessee as therein mentioned through December 1, 2025, and that no further assignment of said Lease of subletting of the premises thereby demised, or any part thereof, shall be made without the prior written consent of the undersigned.

Approval of this assignment by the State is not a discharge of the Assignor or Assignor's surety from any or all liabilities, obligations, or duties incurred under Lease No. 58685, dated October 26, 1970, made prior to the date of consent of this Assignment and Assumption Agreement.

ALL OTHER TERMS AND CONDITIONS OF THE Voluntary Lease Assignment, Assumption and Consent Agreement REMAIN IN FULL FORCE AND EFFECT. THE EFFECTIVE DATE OF THIS VOLUNTARY LEASE ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT AMENDMENT IS NOVEMBER 1, 2014.

IN WITNESS HEREOF, the Parties have executed this agreement.

ASSIGNEE:

CITY OF LAKEWOOD

Dated: _____, 20____.

DON ANDERSON
Mayor

ASSIGNOR:

PIERCE COUNTY

Dated: _____, 20____.

PAT MCCARTHY
Pierce County Executive

THE STATE:

STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH
SERVICES

Dated: _____, 20____.

ANDREW JENKINS
Leasing Coordination Manager

STATE OF _____)
) ss.
COUNTY OF _____)

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

DATED: _____

(Seal or Stamp)

NOTARY PUBLIC in and for the
State of _____
My appointment expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **Pat McCarthy** is the person who appeared before me, and said person acknowledged that **she** signed this instrument, on oath stated that **she was** authorized to execute the instrument, and acknowledged it as the County Executive of Pierce County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Seal or Stamp)

NOTARY PUBLIC in and for the
State of _____
My appointment expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Andrew Jenkins **is** the person who appeared before me, and said person acknowledged that **he** signed this instrument, on oath stated that **he was** authorized to execute the instrument, and acknowledged it as the Leasing Coordination Manager of Operations Support and Services Division for the Washington State Department of Social and Health Services to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Seal or Stamp)

NOTARY PUBLIC in and for the
State of _____
My appointment expires _____

After recording return document to:

State of Washington
Department of Social and Health Services
Office of Capital Asset Management
P O Box 45848
Olympia WA 98504-5848

Document Title: 60-58685 Lease Amendment 1

DNR/STATE Contract: 60-58685

DSHS Contract: 7076-57770

Lessor: State of Washington, Department of Social and Health Services

Lessee: City of Lakewood

Assessor's Tax Parcel Numbers: 0220324023, 0220324015, 0220321000, 0219042005, 0219042006, 5900000012, 5900000013, 0219041000, 0219042007, 0219042008, and 0219042009

Abbreviated Legal: Section 04 Township 19 Range 02 Quarter 21

LEASE AMENDMENT 1

THIS LEASE AMENDMENT 1, effective _____, 2015 between the STATE OF WASHINGTON, DEPARTMENT OF SOCIAL AND HEALTH SERVICES ("Lessor") and the City of Lakewood ("Lessee"), whose address is 6000 Main Street, Lakewood, WA 98499 hereby amends State Lease No. 58685 (DSHS Contract No. 7076-57770).

Legal description of Premises:

Tax Parcel Numbers: 0220324023, 0220324015, 0220321000, 0219042005, 0219042006, 5900000012, 5900000013, 0219041000, 0219042007, 0219042008, 0219042009

Common Street Address: 8714 – 87th Avenue SW, Lakewood, Washington

Approximately 329.3 acres of land as shown on Exhibit A and legally described as follows:

Government Lots 3, 13 and 14, Lots 1 to 5, inclusive, Edward Miller 5 Acre Tracts and the North 14.25 acres of the SE 1/4 NW 1/4, All in Section 4, Township 19 North, Range 2 East, W.M.; also The West 30 feet of Government Lot 2., in Section 4, Township 19 North, Range 2 East, W.M., except the South 30 feet thereof; said 30 foot strip lies parallel to and abuts on the west line of Lot 1 of plat of Edward Miller 5 Acre Tracts, which was recorded in records of Pierce County Auditor's Office on Page 61 of Volume 10, March 30, 1911; also

That certain strip of road right of way abutting on the north end of Lots 1, 2, 3, 4 and 5 of said plat lying west of a line parallel to and 60 feet west of the east line of Lot 5 of said plat produced north to intersect the extreme north line of said plat.

Subject, however, to easements for rights of way for county roads upon, over and across the following described lands:

Parcel #1 - The East 60 feet of Tract 5 as shown on the recorded plat of Edward Miller 5 Acre Tracts in Section 4, Township 19 North, Range 2 East, W.M., as recorded in the office of Pierce County Auditor at Tacoma, Washington.

Parcel #2 - The South 30 feet of Tracts 1, 2, 3, 4 and 5, as shown on the plat of Edward Miller 5 Acre Tracts in Section 4, Township 19 North, Range 2 East, W.M., as recorded in the office of Pierce County Auditor at Tacoma, Washington.

Parcel #3 - Beginning at a point on the west line of Government Lot 2, Section 4, Township 19 North, Range 2 East, W.M., which is N 1° 20' 30" E 30 feet from the Southwest corner thereof; thence south along said west line and the west line of Government Lot 12, said Section 4, to the northeast corner of Homeside Addition is recorded in the office of the Pierce County Auditor; thence westerly along the north line of said Homeside Addition 30 feet; thence northerly parallel to and 30 feet west of the west line of said Lots 2 and 12 to a point 30 feet west of the point of beginning; thence easterly to the point of beginning.

Parcel #4 - All that land in Edward Miller 5 Acre Tracts and Government Lot 13 in Section 4, Township 19 North, Range 2 East, W.M., lying west of the west right of way line of 87th Avenue Southwest and east of the following described line:

Beginning at the northeast corner of said Section 4; thence N 39° 48' 97" W along the north line of Section 4, 1,454.1 feet to the true point of beginning; thence S 19° 02' 09" W 862.49 feet; thence on a curve to the right with a radius of 954.93 feet, through an angle of 19° 33' for a distance of 290 feet, 1110re or less, to the north right of way line of 100th Street Southwest.

Subject, however, to the right and privilege granted to the City of Tacoma to install poles and anchors with equipment on a string transmission, distribution, communication and guy wires along end across portions of the following described property:

Parcel #1 - Government Lot 3 and the North 14.25 acres of the SE 1/4 NW 1/4, All in Section 4, Township 19 North, Range 2 East, W.M.

Parcel #2 - Tract 5 of Edward Miller 5 Acre Tracts in Government Lot 2 in the NW 1/4 NE 1/4 of Section 4, Township 19 North, Range 2 East, W.M.

Poles, anchors, equipment, transmission, distribution and communication wires to be located on the above Parcel #1 within a strip of land 10 feet in width, the centerline of which is described as follows:

Beginning at a point on the east line of said Government Lot 3 which is North 25 feet from the southeast corner thereof, thence westerly parallel with the south line of said Government Lot 3 to a point on the west line thereof:

Anchor, equipment and guy wires to be located on Parcel #2 within a strip of land 5 feet wide, the centerline of which is described as follows:

Beginning at the southeast corner of said Tract 5 of Edward Miller 5 Acre Tracts, thence north along the east line of said Tract 5 and the northerly projection of said east line, a distance of 666.3 feet, thence west 7 feet to the northeasterly line of said Tract 5 and point of beginning for this description, thence west 23 feet; also,

The S 1/2 SW 1/4, Government Lots 11 and 13 and those portions of the John Van Buskirk D.L.C., and the SE 1/4 NW 1/4, the NE 1/4 SW 1/4, and Government Lots 10 and 12 lying southerly of Steilacoom Boulevard as now located and constructed, All in Section 33, Township 20 North, Range 2 East, W.M.

Subject, however, to an easement for right of way for county road over the following described parcel of land:

Beginning at the Southeast Quarter (1/4) of Section 33, Township 20 North, Range 2 East, W.M.; thence West along the South line of said Section, a distance of 1,444.1 feet to the point of beginning; thence North along the West right of way line of Elwood Drive Southwest to the South right of way line of Steilacoom Boulevard; thence West along the South line of Steilacoom Boulevard, a distance of 10 feet; thence South and parallel with the West line of Elwood Drive to the South line of the Southeast Quarter (1/4) of said Section 33, thence East 10 feet to the true point of beginning.

Subject, however, to any existing rights of way for county roads, streets and/or public utilities.

EXCEPT any portion lying within the following described land:

THOSE PARCELS OF LAND LYING WITHIN THE NORTH HALF OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE SOUTH LINE OF LOTS 1 THROUGH 5 OF EDWARD MILLER FIVE ACRE TRACTS BEING NORTH 89°50'30" EAST AS SHOWN ON THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS AT PAGE 61.

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, CRESTWOOD ESTATES SECOND ADDITION, AS PER MAP THEREOF RECORDED IN VOLUME 20 OF PLATS AT PAGE 55, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 100th STREET SOUTHWEST; THENCE NORTH 00°09'30" WEST PERPENDICULAR TO THE NORTH RIGHT-OF-WAY LINE OF SAID 100th STREET SOUTHWEST A DISTANCE OF 60.00 FEET TO THE TRUE POINT OF BEGINNING. SAID POINT BEING ON THE SOUTH LINE OF LOT 2 OF THE EDWARD MILLER FIVE ACRE TRACTS AS RECORDED IN VOLUME 10 OF PLATS AT PAGE 61; THENCE CONTINUING NORTH 00°09'30" WEST A DISTANCE OF 200.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 329.54 FEET MORE OR LESS TO THE WEST LINE OF LOT 1 OF SAID EDWARD MILLER FIVE ACRE TRACTS; THENCE SOUTH 01°23'13" EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 200.05 FEET MORE OR LESS TO THE NORTH RIGHT-OF-WAY LINE OF SAID 100th STREET SOUTHWEST; THENCE NORTH 89°50'30" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 325.26 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE NORTH 30 FEET OF THAT PORTION OF 100th STREET SOUTHWEST LYING ADJACENT TO LOTS 4 AND 5, BLOCK 2, CRESTWOOD ESTATES, AS PER MAP THEREOF RECORDED IN VOLUME 18 OF PLATS AT PAGE 96 AND THAT PORTION OF 100th STREET SOUTHWEST LYING ADJACENT TO LOT 1, BLOCK 2, CRESTWOOD ESTATES SECOND ADDITION, AS PER MAP THEREOF RECORDED IN VOLUME 20 OF PLATS AT PAGE 55 ALL AS RECORDED IN THE OFFICE OF THE AUDITOR IN PIERCE COUNTY WASHINGTON.

AND THAT PORTION OF 91st AVENUE SOUTHWEST (HEMLOCK ROAD) LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE, EXTENDED WEST, OF 101st STREET SOUTHWEST AND LYING SOUTH OF THE NORTH RIGHT-OF-WAY LINE, EXTENDED WEST, OF 100th STREET SOUTHWEST. EXCEPT THE EAST 30.00 FEET THEREOF LYING SOUTH OF THE CENTERLINE, EXTENDED WEST, OF 100th STREET SOUTHWEST.

ALL CONTAINING APPROXIMATELY 1.5 ACRES, MORE OR LESS.

By Agreement of the above parties, the purpose of this Lease Amendment is:

- 1) To replace the Legal Description of Premises contained in the original Lease dated October 26, 1970, and to replace it with the Legal Description included herein above.
- 2) To add paragraph 1.01.A. Extension of Prior Lease Term to the original Lease dated October 26, 1970, as follows:

1.01.A. EXTENSION OF PRIOR LEASE TERM: The parties hereby agree to extend this Lease Agreement for an additional term, commencing on the December 1, 2025, and expiring on November 30, 2040.

ALL OTHER TERMS AND CONDITIONS OF THE LEASE AGREEMENT REMAIN IN FULL FORCE AND EFFECT. THE EFFECTIVE DATE OF THIS LEASE AMENDMENT IS NOVEMBER 1, 2014.



TO: Mayor and City Council Members

THROUGH: John J. Caulfield, City Manager 

FROM: Mary Dodsworth, Parks, Recreation and Community Services Director

DATE: March 23, 2015

SUBJECT: Bridgeport Way and Pacific Highway Gateway Update

Summary: After two attempts to gather bids for construction of the Bridgeport Gateway, the City will now use various resources, to include staff and independent contractors, to develop this area.

Background: In early 2014 a planning team of Lakewood citizens and stakeholders reviewed City gateways and developed a gateway vision and preferred design concept. Although the Bridgeport Way and Pacific Highway gateway was selected as our first site, the gateway design and signage can be utilized in a variety of sizes/ways at multiple gateways to the city.

Current Status: Staff facilitated two separate bid processes to find a general contractor to develop the Bridgeport Way and Pacific Highway gateway. The first process, using the small works roster, produced one bid which was three times the budget estimate. No bids were submitted during the second process which was advertised and submitted through the Builders Exchange of Washington. Reasons for the lack of response included concerns accessing the site during construction and traffic control costs and the early construction season has provided large and small companies with plenty of work. Since both processes were unsuccessful we will now use the skills of staff and various independent contractors to develop this area. We do not anticipate any issues regarding completing the project by the end of May. Below is an artistic rendering of what we will build.

Planter will be made with a celtik wall block and color will be summit blend tumbled [link](#)
Columns will have a cultured stone veneer “echo ridge southern ledgestone” [link](#)

Landscaping will be done in the adjacent planting islands around the intersection and in front of and behind the sign (in the “ice cream” portion of the ice cream cone). Landscaping will include azalea, barberry, daylily, soft touch holly, grasses and seasonal color. We will choose red, white and blue for our seasonal color this year. The “cone” will remain turf at this time.





To: Mayor and City Councilmembers

From: Heidi Ann Wachter, City Attorney

Through: John J. Caulfield, City Manager 

Date: March 23, 2015

Subject: Proposed Resolution expressing support for a transportation revenue package

It is recommended that the City Council adopt a resolution to communicate support for a transportation revenue package as proposed in Senate House Bill 5987, 5995 and related bills.

Key elements of the plan address funding the SR 509/167 Gateway Project and funding needed to address congestion and mobility issues along the I5/JBLM corridor project. These are the two top transportation projects in Pierce County that need to be funded as part of this Transportation Package.

The economic benefits of the SR 167 improvements are well established, approximately 80,000 jobs created; while the recent outcome from the alternative analysis spearheaded by WSDOT in partnership with Lakewood and many other regional stakeholders show that a two phase approach with an initial investment totaling \$450 mil for the I5/JBLM corridor will work.

The I-5/JBLM corridor is a key transportation corridor that is critical to the quality of life and the movement of people and goods throughout Pierce County and beyond, yet it is one of the state's most congested points. The simple source of the problem is that the current design of I-5 is not capable of sustaining traffic volumes encountered day-to-day.

This proposal is an excellent foundation for the first comprehensive transportation package in more than a decade.

RESOLUTION NO. 2015-XX

A RESOLUTION of the City Council of the City of Lakewood, Washington, supporting a 2015 Transportation Revenue Package as proposed in Senate House Bill 5987, 5995 and related bills.

WHEREAS, a healthy transportation system is the foundation of our state and local economies and our quality of life, as well as our global position as the nation's most trade-dependent state; and,

WHEREAS, Pierce County is the second most populated county in the State and growing at a rate that exceeds the capacity of the roads and transportation services that currently are in place; and,

WHEREAS, the I-5/JBLM Corridor and SR 509/167 are critical to moving not only daily commute traffic in the region but also goods to and from the Port of Tacoma through the region and beyond; and,

WHEREAS, the current design of I-5 is not capable of sustaining traffic volumes encountered day-to-day; and,

WHEREAS, Eroding and inadequate infrastructure along this corridor threatens the state's economic competitiveness, safety, and quality of life; and,

WHEREAS, the resulting traffic congestion means that freight carrying our goods to market are stopped on I-5, our workers headed to jobs to build an economy are stopped on I-5, our citizens are stopped on I-5; and,

WHEREAS, investing in maintaining and upgrading our transportation system is a positive step the Legislature can take to catalyze construction jobs, enhance freight mobility for

our ports and create a pathway for retaining and growing new jobs for key industry sectors; and,

WHEREAS, transportation investment such as the I-5/JBLM corridor matters because it helps promote our regional competitiveness in the global economic market; enhances our economic development initiatives; provides access to jobs; facilitates the movement of goods, services and people; and results in an infrastructure system that supports military, retail, manufacturing, financial, cultural and entertainment activities; and,

WHEREAS, through SHB 5987, SHB 5995 and related bills the 2015 Washington State Legislature is encouraged to approve a 16-year, \$15 billion transportation revenue package; and,

WHEREAS, this transportation revenue package provides needed funding to address congestion and mobility issues which currently threaten the reliability of transportation for the region; and,

WHEREAS, while the recent outcome from the alternative analysis spearheaded by WSDOT in partnership with Lakewood and many other regional stakeholders show that a two phase approach with an initial investment totaling \$450 million for the I-5/JBLM corridor will work; the economic benefits of the SR 509/167 improvements are well established; and,

WHEREAS, the improvements as developed by WSDOT through its recent alternative analysis will result in congestion relief and improved mobility, job creation and tax generation, economic growth and prosperity within the Pierce County region, and shorter travel time; all major and significant benefits in this key corridor; and,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON HEREBY RESOLVES, as Follows:

Section 1. The Lakewood City Council takes an official position in strong support of

the comprehensive transportation revenue package, including support of the I-5/JBLM corridor project and SR 167/SR 509 gateway project.

Section 2. The Lakewood City Council encourages lawmakers to approve and enact this transportation package in Olympia.

PASSED by the City Council this day of March, 2015.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Alice M. Bush, MMC, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney