



LAKWOOD CITY COUNCIL AGENDA

Tuesday, January 19, 2016

7:00 P.M.

City of Lakewood
City Council Chambers
6000 Main Street SW
Lakewood, WA 98499

Page No.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS AND PRESENTATIONS

Proclamation remembering Larry Saunders retired Lakewood Police Chief and community leader.

PUBLIC COMMENTS

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

- (4) A. Approval of the minutes of the City Council meeting of January 4, 2016.
- (9) B. Approval of the minutes of the City Council Special Meeting of January 9, 2016.
- (10) C. Approval of the minutes of the City Council Study Session of January 11, 2016.
- (14) D. Items Filed in the Office of the City Clerk:
 - 1. Lakewood Arts Commission meeting minutes of November 2, 2015.
 - 2. Planning Commission meeting minutes of December 16, 2015.
 - 3. Public Safety Advisory Committee meeting minutes of December 2, 2015.

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

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

R E G U L A R A G E N D A**ORDINANCE**(23) Ordinance No. 632

Amending Section 3.64.030 of the Lakewood Municipal Code relative to Tax Exemptions for Multi-Family Housing in Residential Target Areas. – *Assistant City Manager for Development Services*

RESOLUTIONS(34) Resolution No. 2016-01

Adopting the Six Year 2016-2021 Transportation Improvement Program amendments. – *Public Works Director*

(67) Resolution No. 2016-02

Expressing support for the Clover Park School District Proposition No. 1 Replacement Educational Program and Operations Levy coming before the voters on February 9, 2016. – *City Attorney*

UNFINISHED BUSINESS**NEW BUSINESS**(71) Motion No. 2016-03

Authorizing the execution of an agreement with KPG, Inc., in an amount not to exceed \$248,300, for surveying services for the design of Steilacoom Boulevard from Phillips Road to Puyallup Avenue. – *Public Works Director*

REPORTS BY THE CITY MANAGER

(112) Review of public safety benefit cost analysis.

City's 20th anniversary update.

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CITY COUNCIL COMMENTS**ADJOURNMENT**

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



LAKWOOD CITY COUNCIL MINUTES

Monday, January 4, 2016
City of Lakewood
City Council Chambers
6000 Main Street SW
Lakewood, WA 98499

CALL TO ORDER

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

SWEARING-IN CEREMONY

Judge Grant Blinn administered the oath of office to Councilmember Marie Barth.

Judge Grant Blinn administered the oath of office to Councilmember Paul Bocchi.

Judge Grant Blinn administered the oath of office to Councilmember Don Anderson.

The Council recessed at 7:08 p.m. for family members and friends to congratulate newly-elected Councilmembers and take photos.

The Council reconvened at 7:12 p.m.

ROLL CALL

Councilmembers Present: 7 – Mayor Don Anderson (via Skype); Deputy Mayor Jason Whalen; Councilmembers Mary Moss, Mike Brandstetter, John Simpson, Marie Barth and Paul Bocchi.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Deputy Mayor Whalen.

NOMINATION AND ELECTION OF MAYOR AND DEPUTY MAYOR

DEPUTY MAYOR WHALEN OPENED THE FLOOR FOR NOMINATIONS FOR THE POSITION OF MAYOR. COUNCILMEMBER BARTH NOMINATED DON ANDERSON FOR THE OFFICE OF MAYOR. THERE BEING NO OTHER NOMINATIONS, VOTE WAS TAKEN AND UNANIMOUSLY CARRIED FOR DON ANDERSON TO SERVE AS MAYOR.

DEPUTY MAYOR WHALEN OPENED THE FLOOR FOR NOMINATIONS FOR THE POSITION OF DEPUTY MAYOR. COUNCILMEMBER BARTH NOMINATED JASON WHALEN FOR THE OFFICE OF DEPUTY MAYOR. THERE BEING NO OTHER NOMINATIONS, VOICE WAS TAKEN AND UNANIMOUSLY CARRIED FOR JASON WHALEN TO SERVE AS DEPUTY MAYOR.

PROCLAMATIONS AND PRESENTATIONS

Youth Council Report.

Youth Councilmember Sullivan reported on the Caring for Kids Holiday Fair event on December 12, the City's Volunteer Breakfast event on December 8 and the various citizens' advisory board meetings the Youth Council members attended. She then reported on upcoming Youth Council events including the Dr. Martin Luther King Jr. celebration, Youth Action Day and the Lakewood Lions Club Crab Feed event. Youth Councilmembers then provided the school reports.

Proclamation declaring January 18, 2016 as Martin Luther King, Jr. Day of Service and February 2016 as Black History Month.

COUNCILMEMBER MOSS PRESENTED A PROCLAMATION DECLARING JANUARY 18, 2016 AS MARTIN LUTHER KING, JR. DAY OF SERVICE AND FEBRUARY 2016 AS BLACK HISTORY MONTH TO MS. JOETHEL SMITH, FOUNDER OF THE MARTIN LUTHER KING JR. COMMITTEE.

Proclamation declaring the month of January 2016 as School Board recognition month.

COUNCILMEMBER BRANDSTETTER PRESENTED A PROCLAMATION DECLARING THE MONTH OF JANUARY 2016 AS SCHOOL BOARD RECOGNITION MONTH TO CLOVER PARK SCHOOL DISTRICT BOARD MEMBER JOE VLAMING.

Clover Park School District Board Report.

Clover Park School District (CPSD) Board Director Joe Vlaming reported that a new member Becky Kelcy will be joining the School Board. He announced that a School District replacement levy will be coming before the voters on February 9, 2016. He then reported on the number of certified school teachers in the District. He spoke about the automated calls system that went into effect announcing the school delays due to inclement weather conditions. He then provided a construction/maintenance update at various schools.

PUBLIC COMMENTS

Speaking before the Council were:

Dennis Haugen, Lakewood resident, showed a video on Manitoba's harvest of wheat.

Diane Formoso, Caring for Kids, spoke about the Caring for Kids Happy Hearts Dinner Auction fundraiser on February 6, 2015 at 5:00 p.m., at the McGavick Center.

Glen Spieth, Landmarks & Heritage Advisory Board, commented that the Old Navy Base AI Building was demolished including the Lake City elementary school. He expressed concern about the possibility of losing old buildings such as the Colonial Center and that offering tax incentives were not a good incentive option and should be taken off the list. He reported that the Landmarks & Heritage Advisory Board recently prepared an updated landmarks tour map.

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

- A. Approval of the minutes of the City Council meeting of December 7, 2015.
- B. Approval of the minutes of the City Council Special Meeting of December 14, 2015.
- C. Approval of the minutes of the City Council Study Session of December 14, 2015.
- D. Approval of the minutes of the City Council meeting of December 21, 2015.
- E. Approval of payroll checks, in the amount of \$2,304,017.13, for the period November 16, 2015 through December 15, 2015.
- F. Approval of claim vouchers, in the amount of \$2,762,968.29, for the period December 1, 2015 through December 16, 2015.
- G. Motion No. 2016-01

Appointing Deborah Gist to serve on the Lakewood's Promise Advisory Board through May 21, 2018.
- H. Motion No. 2016-02

Approving accounts receivable write-offs in the amount of \$911.08.
- I. Items Filed in the Office of the City Clerk:

1. Public Safety Advisory Committee meeting minutes of November 4, 2015.
2. Planning Commission meeting minutes of November 18, 2015.
3. Landmarks and Heritage Advisory Board meeting minutes of November 19, 2015.

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

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

PUBLIC HEARINGS AND APPEALS

This is the date set for a public hearing on the Six Year 2016-2021 Transportation Improvement Program amendments.

Speaking before the Council were:

Dennis Haugen, Lakewood resident, spoke about grants being distractive and what happens when grants are gone. He indicated that staff time should be spent on economic development and jobs.

There being no further testimony, the hearing was declared closed.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

REPORTS BY THE CITY MANAGER

City Manager Caulfield announced that on Saturday, January 9, 2015 the cottage housing tour will begin at 8:00 a.m.

He reported that on January 30, 2016 at 6:00 p.m., the Lakewood Lions Club will hold its crab feed at the McGavick Center.

CITY COUNCIL COMMENTS

Councilmember Bocchi commented on the removal of the Ft. Steilacoom barn debris and noted the new street lights in Lakewood. He spoke about garbage in the right-of-way along McChord Drive that needs to be cleaned-up. He asked if the

park property next to Springbrook Park had been purchased. City Manager Caulfield indicated that the sale and purchase of the property had been closed.

Councilmember Moss asked for an update on the Colonial Center buildings (former Theater and Colonial Center). City Manager Caulfield indicated that Graymore (owner) has no plans for redevelopment, but is interested in the Motor Avenue Design project. She congratulated the newly elected Councilmembers.

Councilmember Brandstetter also congratulated the newly elected Councilmembers and the re-elected Mayor and Deputy Mayor. He indicated that he looked forward to working with his colleagues.

Councilmember Barth complimented staff and the 311 mobile application. She encouraged Councilmembers to attend the Martin Luther King celebration event.

Councilmember Simpson complimented the Landmarks and Heritage Advisory Board for preparing the new historic tour map. He also congratulated the newly elected Councilmembers and the re-election of the Mayor and Deputy Mayor.

Deputy Mayor Whalen also extended his congratulations to the newly elected Councilmembers. He thanked Councilmembers for their vote of confidence and noted that 2016 is Lakewood's 20th anniversary.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:20 p.m.

JASON WHALEN, DEPUTY MAYOR

ATTEST:

ALICE M. BUSH, MMC
CITY CLERK



LAKWOOD CITY COUNCIL MINUTES SPECIAL MEETING

Saturday, January 9, 2016
City of Lakewood
6000 Main Street SW
Lakewood, WA 98499

CALL TO ORDER

Deputy Mayor Whalen called the meeting to order at 8:00 a.m.

ATTENDANCE

Councilmembers Present: 4 – Deputy Mayor Jason Whalen; Councilmembers Mary Moss, Marie Barth and Paul Bocchi.

Councilmembers Excused: 3 - Mayor Don Anderson; Councilmembers Mike Brandstetter and John Simpson.

Others Present: 5 – Planning Commission member Bob Estrada, City Manager John Caulfield, Assistant to the City Manager Adam Lincoln, and Communications Manager Brent Champaco.

COTTAGE HOUSING TOUR

The City Council toured cottage housing developments including the Danielson Grove, Kirkland; Conover Common, Redmond; Greenwood Avenue, Shoreline; and Bothell, Washington cottages.

ADJOURNMENT

There being no further business, the meeting adjourned at 2:45 p.m.

JASON WHALEN, DEPUTY MAYOR

ATTEST:

ALICE M. BUSH, MMC
CITY CLERK



LAKWOOD CITY COUNCIL STUDY SESSION MINUTES

January 11, 2016
City of Lakewood
City Council Chambers
6000 Main Street SW
Lakewood, WA 98499

CALL TO ORDER

Deputy Mayor Anderson called the meeting to order at 7:01p.m.

ROLL CALL

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

Councilmembers Excused: 2 - Mayor Don Anderson and Councilmember John Simpson.

ITEMS FOR DISCUSSION:

Review of Title 18A Land Use and Development code amendments to improve structure and organization.

Assistant City Manager for Development Services Bugher provided an overview of a series of proposed Title 18A Land Use and Development code amendments relative to new low-impact development regulations, sign code amendments, zoning districts, overlay districts, and definitions and abbreviations. He then reviewed the organization and structure of the code amendments.

Discussion ensued relative to proposed sign code amendments.

Review of Chapter 3.64 Tax Incentive Urban Use Center Development code amendments.

Assistant City Manager for Development Services Bugher spoke about a request the City received to redevelop property at 4110 108th Street SW to demolish two small cottages and replace them with 11 townhouse style units and take advantage of the multi-family tax exemption program. He indicated that staff is recommending changes to the code to delete the tenant displacement requirement from the City code since it is already covered in State law.

Discussion ensued on using the multi-family tax exemption tool as a rehabilitation tool relative to no net loss and provide for quality housing.

Review of 2016 City Council liaisons to citizens' advisory boards, committees and commissions and City Council representation on external committees and boards.

City Clerk Bush noted that annually the City Council has reviewed its Council liaison assignments to its citizens' advisory boards, committees and commissions for any potential adjustments for the upcoming year. She also provided the Council with the list of external committees and boards that Councilmembers are currently serving as Council representatives. She noted that the Pierce County Regional Council (PCRC) has requested that they be notified of any changes to PCRC representatives.

It was the consensus of Council to keep the Council liaison assignments to citizens advisory boards, committees and commissions as it was and to keep the PCRC representatives to remain the same.

Discussion ensued to consider having Council representation at neighborhood group meetings and business association meetings; and to calendar the Lake Steilacoom and American Lake District meetings.

BRIEFING BY THE CITY MANAGER

City Manager Caulfield reported on the following calendar items:

- January 12, 7:30 AM, JBLM Installation Breakfast at Eagle Pride Golf Course
- January 13, 7:00 AM to 9:00 AM, Tacoma Pierce County Chamber of Commerce Horizons Economic Forecast, Greater Tacoma Convention & Trade Center
- January 16, 10 a.m., to noon, 13th Annual Dr. Martin Luther King Jr. Celebration, McGavick Center
- He indicated that tentatively this Friday, January 15, 2016 or Saturday, January 16, 2016 may be the memorial service for former Police Chief Larry Saunders. He noted that a memorial fund has been established for Larry Saunders at Heritage Bank. A proclamation has been drafted for Larry Saunders for presentation at next Tuesday's, January 19, 2016 Council's meeting.

He reported that State Legislature has kicked off their Legislature's meeting.

- January 27 – 28, AWC City Action Days, Red Lion Hotel, Olympia, WA, meetings will be scheduled with our state legislators from 28th and 29th districts during this time.

ITEMS TENTATIVELY SCHEDULED FOR THE JANUARY 19, 2016 REGULAR CITY COUNCIL MEETING:

1. Adopting amendments to Chapter 3.64 of the Lakewood Municipal Code relative to Tax Incentive Urban Use Center Development.
2. Adopting the Six Year 2016–2021 Transportation Improvement Program amendments.
3. Expressing support for the February 9, 2016 Clover Park School District levy.
4. Authorizing the execution of an agreement with KPG, Inc. for surveying services to construct improvements to Steilacoom Boulevard from Puyallup Street to Phillips Road.

CITY COUNCIL COMMENTS

Councilmember Bocchi commented on wearing the “Kids are the Point” pins in support of the Clover Park School District levy.

Councilmember Moss commented on the cottage housing tour she attended on Saturday, January 9, 2016. She then commented on a New Year’s Resolution meeting she attended at the American Lake Conference Center. She also commented on the 62nd operations annual awards ceremony she attended at McChord. She spoke about the Lakewood’s Promise Board meeting, the Martin Luther King celebration and the veterans’ coalition at the capitol building events.

Councilmember Barth commented on Arts Commission and Public Safety Advisory Committee meetings she attended. She reported that there are three vacant Arts Commission positions open. She then spoke about the Lakewood United meeting she attended and thanked City Manager Caulfield for his presentation. She expressed her condolences on the loss of Larry Saunders. She commented on the Martin Luther King celebration event.

Councilmember Brandstetter commented on the South Sound 911 Special meeting to approve a collective bargaining three-year agreement. He indicated that he is collecting donations for youth scholarships which the Lakewood Lions Club will match.

Deputy Mayor Whalen commented on the Lakewood United meeting he attended where City Manager Caulfield spoke about the State of the City. He then spoke about the cottage housing tour. He commented on the CPSD Board meeting he attended.

ADJOURNMENT

There being no further business, the meeting adjourned 8:05 p.m.

JASON WHALEN, DEPUTY MAYOR

ATTEST:

ALICE M. BUSH, MMC
CITY CLERK



**LAKWOOD ARTS COMMISSION
REGULAR MONTHLY MEETING**
Date: Monday, November 2, 2015
Time: 4:00 PM – 6:00 PM
Lakewood City Hall Room 3A
6000 Main Street SW
Lakewood, WA 98499

CALL TO ORDER

Kurtis Erickson called the meeting to order at 4:35pm.

ATTENDANCE:

Arts Commission Members Present: Susan Coulter, Kurtis Erickson, Kathy Flores, Tony Lamb, Retha Hayward, Peggy Leach, Phillip Raschke, Barbara Vest

Council Liaison: Marie Barth

Arts Commission Member Excused: Connie Perra, Jean Witte, Bob Lawrence

Guest: Mathew Grandstrom and Tim Tweet.

APPROVAL OF MINUTES: Retha Hayward moved and Susan Coulter seconded the motion to approve the minutes from October 5, 2015, meeting. The motion passes.

PUBLIC COMMENT: None

UNFINISHED BUSINESS:

Open Seats on Arts Commission: The commission continued their discussion on the 4 open seats remaining for the Arts Commission. Tony Lamb suggested Martha Todd Happy as a potential candidate.

Joint Meeting with Council: The commission had mixed opinions on how the meeting with council went. Dennis and Marie were in agreement that the time would have been better spend with the commission talking about what they will do moving forward instead of the accomplishments that they have had in the past. The commission concluded that there needs to be an RFP created for the project as soon as possible. This will include a timeline / funding sources / framework Etc.

Public Acceptance of Art: The commission discussed their concern with the lack of public acceptance around Lakewood with the construction of a large art piece. The commission is working on new and unique ways to encourage arts in the community such as gathering public opinion on social media or creating some kind of temporary public mural.

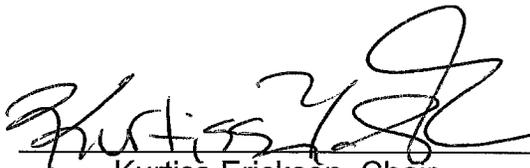
NEW BUSINESS:

January City Hall Public Art: Barbara presented her "It's Once Upon a Time" image collection for the City Hall exhibit. Retha entertained a motion to accept Barbara's art to be displayed in January. Phil seconded the motion. The motion passes.

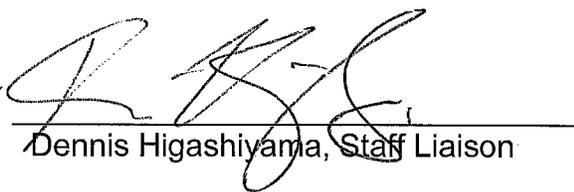
New Officers: The Lakewood Arts Commission will be electing new officers in the upcoming months. The committee stressed the importance of choosing someone who will be dedicated to moving forward and executing the committee's vision.

Lego Contest Judges: Sally Martinez is looking for committee members to judge the Lego contest. The judging will take place on December 1st and the winner will be announced at the tree lighting ceremony. Retha, Kurtiss, Peggy, and Barbara all volunteered.

ADJOURNMENT: Susan moved and Phil seconded the motion to adjourn the meeting. The motion passes. The meeting was adjourned at 5:40pm.



Kurtiss Erickson, Chair



Dennis Higashiyama, Staff Liaison



**PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY December 16, 2015
Council Chambers
6000 Main Street SW
Lakewood, WA 98499**

The meeting was called to order at ~~6:00~~ p.m. by Chairman, Mr. Don Daniels.

s/b 6:30 as noted by J. Guerrero *(KOD)*

Roll Call

Planning Commission Members Present: Don Daniels, Chair; Connie Coleman-Lacadie, James Guerrero, Christopher Webber and Robert Estrada
Planning Commission Members on Leave of Absence: Paul Wagemann, Vice-Chair
Planning Commission Members Excused: Robert Pourpasand
Planning Commission Members Absent: None
Staff Present: David Bugher, Assistant City Manager/Community and Economic Development Director; and Karen Devereaux, Recording Secretary
Council Liaison: Councilmember Paul Bocchi

Acceptance of Agenda

No changes were made to the agenda.

Approval of Minutes

Chairman, Mr. Don Daniels, opened the floor for discussion of the draft minutes of the meeting held November 18, 2015.

Mr. Christopher Webber made the motion to approve the November 18, 2015 minutes as written. The seconded was made by Ms. Connie Coleman-Lacadie. A unanimous voice vote carried the motion.

Public Comments

None.

Public Hearing

None.

Unfinished Business

None.

New Business

Star Lite Satellite Parking (Zoning Text Amendment)

Mr. Bugher presented the staff report and provided background information. Key points are listed below:

- In December 2014, the City Council considered Ordinance No. 601, a zoning text amendment, to allow satellite parking in the Air Corridor II zoning district. The text amendment originated as a privately initiated request by the owner of Star Lite Swap Meet to allow the use of a vacant parcel for satellite parking.
- Both the Community and Economic Development Department and the Planning Advisory Board, now called the Planning Commission, had recommended denial of the amendment.
- The City Council, after reviewing the public record, and taking into account the recommendations, postponed action on Ordinance No. 601 until completion of the Joint Land Use Study (JLUS) and reconsideration by the Planning Commission of the requested amendment.
- The JLUS was accepted by the South Sound Military Communities Partnership (SSMCP) Elected Officials on October 2015.
- A copy of Ordinance 601 was provided to commissioners, as well as a copy of the JBLM Implementation Appendix B. It was suggested to commissioners to examine the section listed "Detailed Compatibility Guidelines." Maps were provided depicting the Air Corridor and Clear Zones AICUZ CZ, APZ I, and APZ II. Lakewood's boundaries are based on property lines and less restrictive while the APZ I and APZ II boundaries are not based on property lines and are more restrictive.
- There was a review of the existing swap meet operations with the other data tables within the JLUS Implementation Plan. It was pointed out that the swap may exceed intensity limitations (number of people per acre) during weekend operations throughout the months of May to early/mid-October. Thus, the inclusion of new parking facilities could actually exacerbate existing conditions, representing an encroachment upon McChord Field at least in the APZ II location.

After Mr. Bugher's presentation, Mr. Steven Burnham, attorney representing the swap meet owner, provided comments. Mr. Burnham could not provide information as to the exact number of patrons who attend the swap meet. He indicated that the provision for satellite parking would ameliorate existing pedestrian traffic and safety issues that already exist in and around the swap meet, and, the proposal, if approved, would be of benefit to the City.

Mr. Hank Bardon, the owner of swap meet spoke. He provided a brief history of the project to-date.

Since the agenda advertised the topic for discussion purposes only, no action was taken. Commissioners decided to bring this topic back on January 6, 2016 agenda for further discussion and possible action.

Reports from Commission Members and Staff

Mr. Bugher provided an update on the following projects: action by the City Council on the 2015 comprehensive plan amendments; action by the City Council on the critical areas and flood plain regulations; an upcoming housing report to be presented to the planning commission.

Mr. Bugher indicated that the Commission may be directed by the City Council to consider new planned unit development regulations in 2016.

He also pointed out that the commission will soon be required to elect a new Chair and Vice-Chair.

Mr. Daniels, Chair requested an update on the removal of abandoned business signs throughout Lakewood. Mr. David Bugher explained that CSRT has been active in contacting property owners to remove abandoned signs.

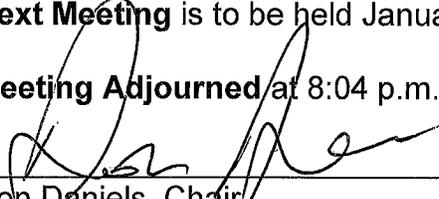
Mr. Estrada queried how the adoption of the critical areas and flood plain regulations would affect the Racquet Club new zoning. Mr. Bugher commented a flood permit would need to be obtained from the City. The permit would ensure that the construction of the units would not cause flood waters to relocate onto other people's property. He explained that the Racquet Club may be required to provide open space areas.

Mr. Estrada noted *The Suburban Times* printed incorrect information about Council meeting actions on the Tower Rd & Interlaaken decision.

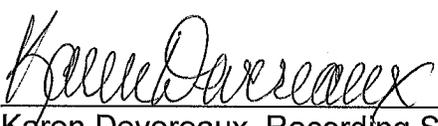
Mr. Estrada requested follow-up information regarding the closure of Bernese Road SW.

Next Meeting is to be held January 6, 2016 at 6:30 p.m. in Council Chambers.

Meeting Adjourned at 8:04 p.m.



Don Daniels, Chair
Planning Commission 01/06/2016



Karen Devereaux, Recording Secretary
Planning Commission 01/06/2016



PUBLIC SAFETY ADVISORY COMMITTEE

Regular Meeting Minutes
Wednesday, December 2, 2015
Lakewood Police Department
9401 Lakewood Drive SW
Lakewood, WA 98499

CALL TO ORDER

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

ROLL CALL

Public Safety Advisory Committee Members Present: Alan Hart, Bryan Thomas, Bob Saul, John Fuller, Charles Ames, Joseph Boyle, Ken Witkoe and Michael Lacadie

Public Safety Advisory Committee Members Excused: None

Public Safety Advisory Committee Members Absent: None

City Councilmember Present: City Council Liaison out sick.

Fire Department Staff Present: Assistant Fire Chief Karl Roth

Lakewood Youth Council Present: Ayana Rice

Staff Present: Chief Michael Zaro and Committee Staff Support, Joanna Nichols, Administrative Assistant.

APPROVAL OF MINUTES

Michael Lacadie motioned to approve November's meeting minutes. All ayes; minutes were approved.

PUBLIC COMMENT

No one from the public was present.

CITY COUNCIL LIAISON COMMENTS

Councilmember Marie Barth is out sick and unable to attend the meeting.

FIRE CHIEF COMMENTS

Assistant Fire Chief Karl Roth discussed some of the latest fire incidents and stated that they had begun the testing process for five new fire fighters; they would be sending them to academy on February 1st, 2016. Discussion ensued regarding some of the fire incidents.

Assistant Fire Chief Karl Roth stated that Santa would be coming to town starting next week. Joanna Nichols will share their posts on Facebook.

POLICE CHIEF COMMENTS

Handout-Crime and Incident Report (October 2015)

Chief Michael Zaro discussed the stats, stating that the new CAD system was making it difficult on our Crime Analysts to extract numbers, but that would get easier in a couple of months.

Chief Michael Zaro stated we are still waiting for final numbers from the Food Drive but that it went very well. Chief Zaro stated that West Pierce Fire and Rescue were a big help throughout the entire day.

Chief Michael Zaro stated that the Lakewood Officers' Charity would be hosting their Holiday meals on December 18th, at the Station and Shop with an Officer on December 20th, at the Lakewood WalMart. Discussion ensued regarding the Charity and how to donate. Joanna Nichols will send out the website information.

Chief Michael Zaro informed everyone that John Unfred is our new Assistant Chief, effective December 1st and Chris Westby will be the newest Lieutenant, effective January 1st.

YOUTH COUNCIL COMMENTS

Ayana Rice discussed some of the events the Youth Council had been involved in, such as Stuff the Bus, where they raised \$3,000, as well as their upcoming events.

UNFINISHED BUSINESS

Alan Hart asked where the Committee wanted to go with the Abandoned Homes issue. Discussion ensued. Bryan Thomas suggested tabling the issue till the next meeting, and Assistant City Attorney Kimberly Cox will try to send a draft of the recommendation to Joanna Nichols to send out to PSAC members, hopefully by the next meeting, for their perusal and comments.

Alan Hart asked about the sidewalk issue presented by the citizens at last month's meeting. Chief Michael Zaro stated that the City Manager had called him regarding this issue and the City is already working on the sidewalk issue. They had placed the request for money to put in sidewalks in their last grant proposal but it had been denied; the City is aware of the issue and they are actively working on it. It was agreed that PSAC will make the recommendation that the City continues to work on this issue, and asked Joanna Nichols to put it on the calendar to revisit in a year.

Handouts- Surveys from City Manager and West Pierce Fire and Rescue

Alan Hart asked if, after reviewing the handouts, the members were still interested in doing their own survey, as well. Discussion ensued. It was agreed PSAC would wait and see what comes back from these two surveys.

Alan Hart stated he wanted the committee to start thinking about, and working on, the SummerFest dunk tank. SummerFest is on July 9th this year. Discussion ensued. Robert Saul and John Fuller will form a subcommittee and start working on the details, like contacting the Lakewood Elks, and figure out how we are going to haul the tank to the park, work with WPFER to fill up the tank, etc. Joanna Nichols will get the contact info to Robert for the Lakewood Elks.

Joseph Boyle stated that Chief Michael Zaro and Ben from the Suburban Times had met and they agreed they would try to use each other for positive stories involving the LPD.

NEW BUSINESS

Handouts- Citizen Concern Guideline

Robert Saul discussed the handouts he had created after a discussion with Alan Hart. It outlines the process PSAC will follow when an issue is brought to them from an outside citizen. Chief Michael Zaro stated the spreadsheet was very helpful.

REPORTS FROM BOARD MEMBERS & STAFF

Charles Ames discussed the joint Lakewood/UP PSAC meeting; the December UP PSC meeting had been cancelled and they informed Mr. Ames that they would begin working through the process of making this happen. Discussion ensued.

Robert Saul discussed the Steilacoom Barn. Mary Dodsworth had stated they were working on it and it would be cleaned up closer to the end of December so they would wait to see if that happened before deciding to do anything further about it.

Robert Saul suggested the Parks and Rec's advisory board try working with the train people regarding the Ponders Corner. The "park" that they have located there is already dangerous and will only be more so when the trains start coming through. Mr. Saul feels this is something we should try to keep an eye on.

Robert Saul discussed some of the concerns from the Tillicum/Woodbrook Neighborhood Association Meeting, and stated that Abby Henning, a member of the Tillicum/Woodbrook Neighborhood Association, had requested having the Gang Violence presentation Mr. Saul had listened to at another neighborhood association meeting, done at the Youth Center. Mr. Saul will contact the new direction of the Youth Center to discuss this request and let them know the appropriate contacts.

Robert Saul discussed the school tear down concerns from the Lake City Neighborhood Association meeting. They were hoping there would be a possibility of saving the basketball shelter and courts; he gave them the info for whom to contact to discuss that option. He also stated there would be no December meeting for Lake City.

Robert Saul asked about business cards for PSAC members. Joanna Nichols will look up what was decided about business cards in the previous month's meeting minutes.

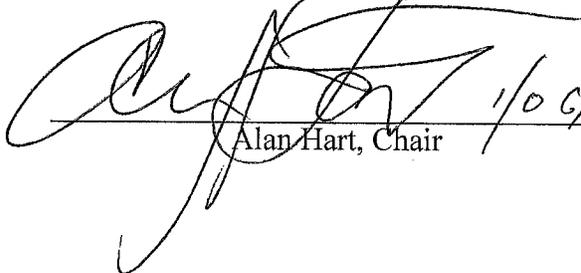
Robert Saul mentioned that at the Tillicum meeting, the members gave a review over what took place during the shooting incident out there; many people had positive things to say about the Police Department's response and the school Principal had high praise for everyone involved in that incident.

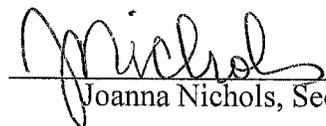
ADJOURNMENT

Bryan Thomas motioned to adjourn the meeting; all ayes. Meeting adjourned at 6:37 p.m.

Public Safety Advisory Committee

Attest:


Alan Hart, Chair 1/06/10


Joanna Nichols, Secretary

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: January 19, 2016	TITLE: An Ordinance of the City Council of the City of Lakewood, Washington, amending Section 03.64.030 LMC relative to Multi-Family Housing Tax Exemptions in Residential Target Areas.	TYPE OF ACTION: <input checked="" type="checkbox"/> ORDINANCE NO. 632 <input type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER
REVIEW: January 11, 2016	ATTACHMENTS: Draft Ordinance	

SUBMITTED BY: David Bugher, Assistant City Manager for Development Services/Community Development Director.

RECOMMENDATION: It is recommended that the Mayor and City Council adopt the attached Draft Ordinance deleting tenant displacement provisions which require dwelling units to be unoccupied for a minimum of 12 months prior to submission of an application under the City’s multifamily tax exemption program (MFTE). Tenant displacement protections would still remain in effect based on current state law.

DISCUSSION: The City has received a request from Michael Robinson to redevelop property located at 4110 108th Street SW. The proposal is to demolish two small cottages and replace them with 11 townhouse-style units. It is staff’s understanding that at least one of the existing cottages is currently occupied. Mr. Robinson also proposes to take advantage of the multi-family tax exemption (MFTE) program allowed under state law (RCW, Chapter 84.14), and Lakewood Municipal Code (LMC, Chapter 3.64).

A review of the project under the project eligibility requirements found in RCW, Chapter 84.14, the proposal, generally, meets the state’s minimum requirements. If the property proposed to be rehabilitated is not vacant, as in this case, an applicant must provide each existing tenant housing of comparable size, quality, and price and a reasonable opportunity to relocate (RCW 84.14.030 (5)).

However, under the City’s project eligibility requirements found in Chapter 3.64, Section 3.64.020 the project is not eligible for consideration, because the City’s MFTE program currently prohibits displacement of existing residential tenants of structures that are proposed for redevelopment. Existing dwelling units must have been unoccupied for a minimum of 12 months prior to submission of an application and must have one or more violations of the City’s minimum housing code. *(See next page.)*

ALTERNATIVE(S): 1) Do not adopt the Draft ordinance and leave intact the current provisions; or 2) Adopt an alternative tenant displacement program.

FISCAL IMPACT: In the short term, the fiscal impact on the City is *de minimus*. In the long term, this Draft Ordinance could encourage additional MFTE projects in target areas.

_____ Prepared by	 _____ City Manager Review
_____ Department Director	

DISCUSSION, CONTINUED: The City’s tenant displacement provisions were established when the City Council adopted LMC, Chapter 3.64 in 2002. Originally, when the City introduced its MFTE program it was modeled after the MFTE regulations found in the City of Tacoma. Tacoma had tenant displacement provisions, and, thus, so did the City of Lakewood.

Lakewood staff examined MFTE tenant displacement provisions, if any, for the cities of Lynnwood, Shoreline, Federal Way, Renton, Bellevue, and Auburn. Table 1 provides a summary list.

TABLE 1 Tenant Relocation Requirements	
Lynnwood	The project must not displace existing residential tenants of structures that are proposed for redevelopment. Existing dwelling units proposed for rehabilitation must have been unoccupied for a minimum of 12 months prior to submission of an application and must fail to comply with one or more requirements of the city’s building code, as now in effect or as amended. Applications for new construction cannot be submitted for vacant property upon which an occupied residential rental structure previously stood, unless a minimum of 12 months has elapsed from the time of most recent occupancy.
Shoreline	If the property proposed to be rehabilitated is not vacant, an applicant must provide each existing tenant housing of comparable size, quality, and price and a reasonable opportunity to relocate.
Federal Way	No specific language addressing tenant relocation which means a city would use the fall back language found in RCW 84.14.
Renton	In the case of an existing occupied residential structure that is proposed for demolition and redevelopment as new multi-family housing, the project must provide as a minimum number of dwelling units in the new multi-family housing project, the greater of: <ul style="list-style-type: none"> ▫ The existing number of dwelling units plus a minimum of four (4) additional dwelling units in the new multi-family housing project, unless the existing residential rental structure was vacant for twelve (12) months or more prior to demolition; or ▫ Provide a minimum number of new multifamily residential units, either 10 or 30 depending on location and underlying zoning.
Bellevue	No application may result in the net loss of existing affordable housing which receives housing assistance through federal low or moderate income housing programs (e.g., HUD Section 8 program). Otherwise, the rules governing tenant relocation are the same as found in RCW 84.14.
Auburn	No specific language addressing tenant relocation which, again, would mean a city would use the fall back language found in RCW 84.14.

City staff is proposing that the current tenant relocation provisions be deleted. Instead, the City would rely on the language found in state code that if the property proposed to be redeveloped is not vacant, an applicant must provide each existing tenant housing of comparable size, quality, and price and a reasonable opportunity to relocate.

City Council expressed some concern over a possible net loss of housing units. For example, 10 units were demolished and replaced with seven units, for a loss of three units. Current state law provides rules for such a circumstance (See RCE 84.14.030 (3)).

- In the case of existing occupied multifamily development, the multifamily housing must also provide for a minimum of four additional multifamily units. Going back to the example, if the program were to be used, and 10 units demolished, then 14 units would have to be constructed.

- There is one exception: If existing multifamily housing that has been vacant for 12 months or more, there is no requirement to provide additional multifamily units. Again, back to the example: If 10 units were demolished, staff reads state law that 10 units would have to be constructed.

A project proponent may argue otherwise, although this is unlikely for three reasons. Properties in the current target areas are underutilized. The second has to do with market conditions. The MFTE target areas all have high density residential zoning districts. Developers will want to maximize density in order to receive a higher return on investment. The third reason is the approval process itself. The applicant must enter into a contract with the City Council under which the applicant has agreed to the implementation of the development on terms and conditions satisfactory to the City Council. The Council does have the authority to address the quality of the development and the number of units.

One final comment from staff – this proposal is not being sought for the direct benefit of Michael Robinson. This ordinance change would expand redevelopment opportunities for property owners and developers throughout the target areas. New housing projects, if properly designed, could increase or preserve property valuation, and improve increased investment.

ORDINANCE NO. 632

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Section 03.64.030 of the Lakewood Municipal Code relative to Multi-Family Housing Tax Exemptions in Residential Target Areas.

WHEREAS, chapter 84.14 RCW authorizes local governments to designate certain areas within their boundaries as residential target areas which may benefit from certain tax exemptions; and

WHEREAS, the provisions of chapter 84.14 RCW have been amended multiple times since Lakewood initially adopted its provisions, now codified in chapter 03.64 LMC; and

WHEREAS, one of those provisions in need of update given intervening legislative program addresses the displacement of existing residential tenants of structures that are proposed for redevelopment and it is necessary to bring this Code language in line with state law.

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

Section 1: Section 03.64.030 LMC entitled “Tax Exemptions for Multi-Family Housing in Residential Target Areas” is amended to read as follows:

- A. Intent. Limited eight or twelve year exemptions from ad valorem property taxation for multi-family housing in Tax Incentive Urban Use Center(s) are intended to:
 - 1. Encourage increased residential opportunities within mixed-use centers designated by the City Council as Residential Target Areas.
 - 2. Stimulate new construction or rehabilitation of existing vacant and underutilized buildings for multi-family housing in Residential Target Areas to increase and improve housing opportunities;
 - 3. Assist in directing future population growth to designated Tax Incentive Urban Use Centers, thereby reducing development pressure on single-family residential neighborhoods; and
 - 4. Achieve development densities which are more conducive to transit use in designated Tax Incentive Urban Use Centers.
 - 5. Encourage development of additional and desirable affordable housing units.

- B. Duration of Exemption. The value of improvements qualifying under this chapter will be exempt from ad valorem property taxation for eight or twelve successive years beginning January 1 of the year immediately following the calendar year after issuance of the Final Certificate of Tax Exemption.

1. For properties which applications for certificates of tax exemption eligibility are submitted under this section, the value is exempt for eight successive years beginning January 1st of the year immediately following the calendar year of issuance of the certificate.
 2. For twelve successive years beginning January 1st of the year immediately following the calendar year of issuance of the certificate if the property otherwise qualifies for the exemption under Chapter 84.14 RCW and meets the conditions in this subsection, the applicant must commit to renting or selling at least twenty percent of the multifamily housing units as affordable housing units to low and moderate income households and the property must satisfy that commitment and any additional affordability and income eligibility conditions adopted by the local government under this chapter. In the case of projects intended exclusively for owner occupancy, the minimum requirement of this subsection (1)(a)(ii)(B) may be satisfied solely through housing affordable to moderate-income households.
- C. Limits on Exemption. The exemption does not apply to the value of land or to the value of improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land and non-qualifying improvements. In the case of rehabilitation of existing buildings, the exemption does not include the value of improvements constructed prior to submission of the completed application required under this chapter.
- D. Project Eligibility. A proposed project must meet the following requirements for consideration for a property tax exemption:
1. Location. The project must be located within a Residential Target Area, as designated in Section 3.64.020.
 - ~~2. Tenant Displacement Prohibited. The project must not displace existing residential tenants of structures that are proposed for redevelopment. Existing dwelling units proposed for rehabilitation must have been unoccupied for a minimum of 12 months prior to submission of an application and must have one or more violations of the City's minimum housing code. Applications for new construction cannot be submitted for vacant property upon which an occupied residential rental structure previously stood, unless a minimum of 12 months has elapsed from the time of most recent occupancy.~~
 3. 2. Size. The project must include at least four units of multi-family housing within a residential structure or as part of a mixed-use development. A minimum of four new units must be constructed or at least four additional multi-family units must be added to existing occupied multi-family housing. Existing multi-family housing that has been vacant for twelve (12) months or more does not have to provide additional units so long as the project provides at least four units of new, converted, or rehabilitated multi-family housing.
 4. 3. Permanent Residential Housing. At least fifty (50) percent of the space designated for multi-family housing must be provided for permanent residential occupancy, as defined in Section 3.64.010.

- 5. 4. Proposed Completion Date. New construction multi-family housing and rehabilitation improvements must be scheduled to be completed within three years from the date of approval of the application.
- 6. 5. Compliance with Guidelines and Standards. The project must be designed to comply with the City's comprehensive plan, building, housing, and zoning codes, and any other applicable regulations in effect at the time the application is approved. Rehabilitation and conversion improvements must comply with the City's minimum housing code. New construction must comply with the International Building Code. The project must also comply with any other standards and guidelines adopted by the City Council for the Residential Target Area in which the project will be developed.

E. Application Procedure. A property owner who wishes to propose a project for a tax exemption shall complete the following procedures:

- 1. File with the City of Lakewood, as directed in the procedures for participation in the City's Tax Incentive Urban Use Center Development Program, the required application along with the required fees. The initial application fee shall be set by the Master Fee Schedule. --An additional fee to cover the Pierce County Assessor's administrative costs shall be paid to the City. The application fee is non-refundable.
- 2. In addition to any other requirements set forth by chapter 84.14 RCW, Aa complete application shall include:
 - a. A completed City of Lakewood application form setting forth the grounds for the exemption;
 - b. Preliminary floor and site plans of the proposed project;
 - c. A statement acknowledging the potential tax liability when the project ceases to be eligible under this chapter; and
 - d. Verification by oath or affirmation of the information submitted.
 - e. ~~For rehabilitation projects, the applicant shall also submit an affidavit that existing dwelling units have been unoccupied for a period of twelve (12) months prior to filing the application and shall secure from the City verification of property noncompliance with the City's minimum housing code.~~
 - f. e. If applicable, a statement that the project meets the affordable housing requirements as described in RCW 84.14.020.

F. Application Review and Issuance of Conditional Certificate. The Administrator may certify as eligible an application which is determined to comply with the requirements of this chapter. A decision to approve or deny an application shall be made within ninety (90) days of receipt of a complete application.

- 1. Approval. If an application is approved, the applicant shall enter into a contract with the City, subject to approval by resolution of the City Council, regarding the terms and conditions of the project. Upon City Council approval of the contract, the Administrator shall issue a Conditional Certificate of Acceptance of Tax Exemption.

The Conditional Certificate expires three years from the date of approval unless an extension is granted as provided in this chapter.

2. Denial. The Administrator shall state in writing the reasons for denial and shall send notice to the applicant at the applicant's last known address within ten (10) days of the denial. An applicant may appeal a denial to the City Council within fourteen (14) days of receipt of notice. On appeal to the City Council, the Administrator's decision will be upheld unless the applicant can show that there is no substantial evidence on the record to support the Administrator's decision. The City Council's decision on appeal will be final.

G. Extension of Conditional Certificate. The Conditional Certificate may be extended by the Administrator for a period not to exceed twenty-four (24) consecutive months. The applicant must submit a written request stating the grounds for the extension, accompanied by a processing fee as specified in the Master Fee Schedule. An extension may be granted if the Administrator determines that:

1. The anticipated failure to complete construction or rehabilitation within the required time period is due to circumstances beyond the control of the owner;
2. The owner has been acting and could reasonably be expected to continue to act in good faith and with due diligence; and
3. All the conditions of the original contract between the applicant and the City will be satisfied upon completion of the project.

H. Application for Final Certificate. Upon completion of the improvements agreed upon in the contract between the applicant and the City and upon issuance of a temporary or permanent certificate of occupancy, the applicant may request a Final Certificate of Tax Exemption. The applicant must file with the City Manager or authorized designee the following:

1. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
2. A description of the completed work and a statement of qualification for the exemption; and
3. A statement that the work was completed within the required three-year period or any authorized extension.

Within thirty (30) days of receipt of all materials required for a Final Certificate, the Administrator shall determine which specific improvements satisfy the requirements of this chapter including, if applicable, the affordability of the units.

I. Issuance of Final Certificate. If the Administrator determines that the project has been completed in accordance with the contract between the applicant and the City and has been completed within the authorized time period, the City shall, within ten (10) days, file a Final Certificate of Tax Exemption with the Pierce County Assessor.

1. Denial and Appeal. The Administrator shall notify the applicant in writing that a Final Certificate will not be filed if the Administrator determines that:
 - a. The improvements were not completed within the authorized time period;
 - b. The improvements were not completed in accordance with the contract between the applicant and the City; or
 - c. The owner's property is otherwise not qualified under this chapter.
 - d. or if applicable the affordable housing requirements as described in RCW 84.14.020 were not met.
2. Within ten (10) days of receipt of the Administrator's denial of a Final Certificate, the applicant may file an appeal with the City's Hearing Examiner, as provided in Chapter 1.36 of the Lakewood Municipal Code (LMC). The applicant may appeal the Hearing Examiner's decision in Pierce County Superior Court under RCW 34.05.510 through 34.05.598, if the appeal is filed within thirty (30) days of notification by the City to the owner of the decision being challenged.

J. Annual Compliance Review. Within thirty (30) days after the first anniversary of the date of filing the Final Certificate of Tax Exemption and each year thereafter, for the tax exemption period, the property owner shall file a notarized declaration with the City Manager or designated agent indicating the following:

1. A statement of occupancy and vacancy of the multi-family units during the previous year;
2. A certification by the owner that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the City and that the property continues to be in compliance with the contract with the City; and
3. A description of any subsequent improvements or changes to the property.

City staff shall also conduct on-site verification of the declaration. Failure to submit the annual declaration may result in the tax exemption being canceled.

K. Cancellation of Tax Exemption. If the Administrator determines the owner is not complying with the terms of the contract, the tax exemption will be canceled. This cancellation may occur in conjunction with the annual review or at any other time when non-compliance has been determined. If the owner intends to convert the multi-family housing to another use, the owner must notify the Administrator and the Pierce County Assessor within sixty (60) days of the change in use.

1. Effect of Cancellation. If a tax exemption is canceled due to a change in use or other noncompliance, the Pierce County Assessor may impose an additional tax on the property, together with interest and penalty, and a priority lien may be placed on the land, pursuant to State legislative provisions.

2. Notice and Appeal. Upon determining that a tax exemption is to be canceled, the Administrator shall notify the property owner by certified mail. The property owner may appeal the determination by filing a notice of appeal with the City Clerk within thirty (30) days, specifying the factual and legal basis for the appeal. The Hearing Examiner will conduct a hearing at which all affected parties may be heard and all competent evidence received. The Hearing Examiner will affirm, modify or repeal the decision to cancel the exemption based on the evidence received. An aggrieved party may appeal the Hearing Examiner's decision to the Pierce County Superior Court, in accordance with RCW sections 34.05.510 through 34.05.598.

L. Annual Report by City:

The City shall report annually by December 31st of each year to the Department of Community, Trade and Economic Development. The report must include the following information:

- a. The number of tax exemption certificates granted;
- b. The total number and type of units produced or to be produced;
- c. The number and type of units produced or to be produced meeting affordable housing requirements;
- d. The actual development cost of each unit produced;
- e. The total monthly rent or total sale amount of each unit produced;
- f. The income of each renter household at the time of initial occupancy and the income of each initial purchaser of owner-occupied units at the time of purchase for each of the units receiving a tax exemption and a summary of these figures for the City; and
- g. The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

Section 2: Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 3: Effective Date. This ordinance shall take place thirty (30) days after its publication or publication of a summary of its intent and contents.

ADOPTED by the City Council this 19th day of January, 2016.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Alice M. Bush, MMC, City Clerk

Approved as to Form:

Heidi A. Wachter City Attorney

City of Lakewood
Lakewood City Hall
6000 Main Street SW
Lakewood, WA 98499
(253) 589-2489

(Legal Notice)
January 20, 2016

**NOTICE OF ORDINANCE PASSED
BY LAKEWOOD CITY COUNCIL**

The following is a summary of an Ordinance passed by the City of Lakewood City Council on the 19th day of January, 2016.

ORDINANCE NO. 632

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Section 03.64.030 of the Lakewood Municipal Code relative to Multi-Family Housing Tax Exemptions in Residential Target Areas.

This ordinance shall take place thirty (30) days after its publication or publication of a summary of its intent and contents.

The full text of the Ordinance is available at the City Clerk's Office, Lakewood City Hall, 6000 Main Street SW, Lakewood, Washington 98499, (253) 589-2489. A copy will be mailed out upon request.

Alice M. Bush, MMC, City Clerk

Published in the Tacoma News Tribune: _____

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: January 19, 2016	TITLE: A Resolution amending the City of Lakewood Six Year Comprehensive Transportation Improvement Program 2016-2021	TYPE OF ACTION: — ORDINANCE <input checked="" type="checkbox"/> RESOLUTION 2016-01 — MOTION — OTHER
REVIEW: January 4, 2016 (Public Hearing)	ATTACHMENTS: Resolution 2016-01 Comprehensive Transportation Improvement Program 2016-2021 – Amendment 1.	

SUBMITTED BY: Don E. Wickstrom, P.E., Public Works Director / City Engineer

RECOMMENDATION: It is recommended that the City Council adopt the City of Lakewood Six Year Comprehensive Transportation Improvement Program (2016-2021) Amendment 1.

DISCUSSION: Chapter 35.77.010 RCW requires that each city shall annually update its Six(6) -Year TIP, and file a copy of the adopted TIP with the Secretary of the Washington State Department of Transportation within 30 days after its adoption. The current 6-Year TIP (2016-2021) was adopted on July 20, 2015. The TIP may be amended at any time by a majority of the City Council, but only after a public hearing. The proposed TIP amendments are needed in order for the City to accept and utilize newly awarded grants and modify various TIP project schedules in anticipation of new grants as follows:
(Continued on Page 2)

ALTERNATIVE(S): The City could chose to not accept the recent grant awards and therefore no 6-Year TIP amendment would be required.

FISCAL IMPACT: The proposed 6-Year TIP (2016-2021) Amendment 1 will allow the City to accept and utilize five awards totaling \$4.4 Million. The total grant matching funds over the next three year period will be approximately \$690,000 from Surface Water Management; and \$390,000 from City Street funds.

_____ Prepared by	 _____ City Manager Review
_____ Department Director	

DISCUSSION: (Continued from Page 1)

- 1) **Project 1.25 North Gate Access Improvements:** Project schedule moved up in anticipation of grant funding. Scope: Complete curb, gutter, sidewalks, street lighting, pavement, and storm drainage on Edgewood Avenue and North Gate Road. Intersection improvement at North Gate Road and Edgewood Avenue. Timeline: 2017-2018 construction.
- 2) **Project 2.26 Safety Improvements in the Vicinity of Schools:** Funding removed from 2016 and moved to specific “Safe Routes to Schools” grant-funded projects.
- 3) **Project 2.69 Gravelly Lake Drive – Bridgeport to Steilacoom Road Diet:** Project split into two phases to reflect TIB grant received. Scope (Phase 1): Complete curb, gutter, sidewalks, street lighting, and storm drainage on **Gravelly Lake Drive between 59th Avenue and Steilacoom Blvd.** (Grant: \$320,000; City Match: \$80,000). Timeline: 2016 construction.
- 4) **Project 2.71 Steilacoom Blvd – Weller Road to Phillips Road:** Project split into two phases to reflect “Safe Routes to Schools” grant received. Scope (Phase 1): Complete curb, gutter, sidewalks, street lighting, and storm drainage on the north side of Steilacoom Blvd between Weller Road and Phillips Road. (Grant: \$450,000; City Match: \$100,000). Timeline: 2018 Construction (due to right-of-way acquisition).
- 5) **Project 2.76 Phillips Road – Steilacoom to Onyx:** Project split into two phases to reflect “Safe Routes to Schools” grant received. Scope (Phase 1): Complete curb, gutter, sidewalks, street lighting, and storm drainage on one side of **Phillips Road between Steilacoom Blvd. and Hudtloff Middle School.** (Grant: \$500,000; City Match: \$200,000). Timeline: 2017 Construction.
- 6) **Project 2.77 Washington Blvd – Edgewood to Gravelly Lake Drive:** Project schedule moved up in anticipation of grant funding. Scope: Complete curb, gutter, sidewalks, street lighting, pavement, and storm drainage. Timeline: 2017-2018 Construction.
- 7) **Project 2.85 John Dower Road – Steilacoom Blvd to Custer Road:** Project added to reflect “Safe Routes to Schools” grant received. Scope: Complete curb, gutter, sidewalks, street lighting, and storm drainage on one side of John Dower Road between Steilacoom Blvd and Custer Road. (Grant: \$550,000; City Match: \$200,000). Timeline: 2017 Construction.
- 8) **Project 5.6 Gravelly Lake Non-Motorized Trail:** Project split into three phases to reflect WSDOT grant received. Scope (Phase 1): Complete separated non-motorized trail on the lake side of **Gravelly Lake Drive between Washington Blvd and Nyanza Road (north).** Includes curb and gutter, paved trail, street lighting, pavement, and storm drainage. (Grant: \$2,640,000; City Match: \$500,000). Timeline: 2017-2018 Construction.

The proposed 6-Year TIP Amendment was presented to City Council at their January 4, 2016 council meeting followed by the Public Hearing. Prior to said public hearing, Copies of these amendments have been distributed to government agencies, major employers, local utility companies, advisory board members and other interested parties requesting their comments. Staff also placed the 6-Year TIP Amendment on the City’s web site.

Section 2. That this Resolution shall be in full force and effect upon passage and signatures hereon.

PASSED by the City Council this 19th day of January, 2016.

CITY OF LAKEWOOD

Attest:

Don Anderson, Mayor

Alice M. Bush, MMC, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney



CITY OF LAKEWOOD

SIX-YEAR COMPREHENSIVE TRANSPORTATION IMPROVEMENT PROGRAM 2016-2021

******* Amendment 1 – Draft 12-10-15 *******

PREFACE

Chapters 35.77.010 of the Revised Code of Washington (RCW) provide that each city shall annually update its Six-Year Comprehensive Transportation Program (Program) and file a copy of the adopted Program with the Secretary of the Washington State Department of Transportation (WSDOT) by July 1 of each year. The Program is necessary to allow cities and counties to obtain State and Federal funding. For a project to obtain funding from the State, it must appear in the agency’s current Program. Because the state also disperses federal highway funds, this requirement applies to federally funded projects as well.

RCW 35.77.010 also requires each city to specifically set forth those projects and programs of regional significance for inclusion in the transportation improvement program for that region.

The Program is based upon anticipated revenues versus desirable projects. There are always more projects than available revenues. Therefore, a primary objective of the Program is to integrate the two to produce a comprehensive, realistic program for the orderly development and preservation of our street system.

Several important points must be considered during the review of the proposed Program. The early years of the Program are fairly definite; that is, it can be assumed that those projects will be constructed as scheduled. Projects in the later years are more flexible and may be accelerated, delayed or canceled as funding and conditions change.

It is also important to note that the adoption of the Program does not irreversibly commit the City of Lakewood to construct the projects. A project may be canceled at any time during the course of study or design. The usual reasons for canceling a project are that it is environmentally unacceptable or contrary to the best interests of the community as a whole. The Program may at any time be revised by a majority of the City Council, but only after a public hearing.

CONSISTENCY WITH LAND USE MANAGEMENT PLAN

The State’s Growth Management Act (GMA) requires local governments to develop and adopt comprehensive plans covering land use, housing, capital facilities, utilities, and transportation. These comprehensive plans must balance the demands of growth with the provision of public facilities and services and, in particular, transportation facilities and services. The City of Lakewood was required to develop and adopt a comprehensive plan that is in conformance with the requirements of the GMA.

The City of Lakewood has, as part of its Comprehensive Plan, a Transportation Element with a Master Goal to “Ensure that the transportation and circulation system is safe, efficient and serves all segments of the population and reduces reliance on single-occupant vehicles and increase use of other modes of transportation.”

Specific goals include the following.

1. To provide a safe, comfortable and reliable transportation system.
2. To reduce consumption of energy through an efficient and convenient transportation system.
3. To enhance options for future improvements to the transportation system by taking advantage of advances in technology and transportation research.
4. To keep travel times for people and goods as low as possible.
5. To emphasize the movement of people and goods, rather than vehicles, in order to obtain the most efficient use of transportation facilities.
6. To establish a minimum level of adequacy for transportation facilities through the use of consistent and uniform standards.
7. To protect the capital investment in the transportation system through adequate maintenance and preservation of facilities.

The projects in the Six-Year Comprehensive Transportation Program are intended to conform to the goals within the City's Comprehensive Plan.

GRANT APPLICATIONS AND LEVERAGING LOCAL DOLLARS

The need to leverage local dollars through grant applications is very important to the City, especially in light of the decrease in funding available for transportation related capital improvements. The intent of this Program is not only to list and program projects for funding, but to establish City Council approval to submit grant applications on those projects contained in the Program.

FUNDING SOURCES

A. Motor Vehicle Fuel Tax Funds

The Motor Vehicle Fuel Tax Funds have been programmed to provide matching funds for federal aid and urban arterial projects and for projects to be implemented with Motor Vehicle Fuel Tax Funds only.

By law, each city receives a proportionate share of the total state motor vehicle fuel tax. Money received is a monthly allocation based on population. The dollars shown in this year's Program reflect the revenues from this source expected to be received by the City of Lakewood. It is anticipated that revenue received from gas tax for the Streets Capital Projects Fund will be: \$335,000 FY 2015.

B. Federal Aid Funding Programs

Each of the Federal aid programs listed below has specific requirements a project must meet to qualify for funding under the individual program. For a project to receive funding from any of these sources it must compete with other public agency projects.

On July 6, 2012, President Obama signed Moving Ahead for Progress in the 21st Century (MAP-21), reauthorizing surface transportation programs through fiscal year 2014 (with additional extensions into FY2015). Project prioritization and selection must be done by the Metropolitan Planning Organization (MPO) in areas of greater than 200,000 population. The MPO for this region (in which the City of Lakewood is located) is the Puget Sound Regional Council (PSRC).

There are a number of specific funding programs under MAP-21. These include the following:

1. STP Surface Transportation Program: This is a regionally competitive program.
2. CMAQ Congestion Mitigation and Air Quality: This is a regionally competitive program intended for projects that significantly improve air quality.
3. HSIP Highway Safety Improvement Program: Statewide competition for federal funds targeted at safety improvements at high accident locations.
4. TAP Transportation Alternatives Program: This is a new program that will most likely be a regionally competitive program and will focus on pedestrian and bicycle facilities (on and off road); safe-routes to schools, etc.; and other non-highway focused programs.

C. Washington State Transportation Improvement Board (TIB)

The TIB has a number of statewide competitive programs which use criteria developed by the TIB for prioritization of projects. The three TIB programs in which the City can compete are as follows:

1. UAP Urban Arterial Program. This program is for arterial street construction with primary emphasis on safety and mobility.

2. SP Sidewalk Program. This program is for the improvement of pedestrian safety, and to address pedestrian system continuity and connectivity.

D. Community Development Block Grants (CDBG)

This is a program to provide physical improvements within low-income census tracts or to promote economic development within the City. Through the years 2016-2021 it is anticipated that a minimum of \$300,000 (on average) per year will be made available for pavement preservation, street lighting, and pedestrian improvements in eligible neighborhoods.

E. City Funding Sources

1. Real Estate Excise Tax (REET). This funding source comes from the two ¼% REET's charged by the City on the sale of real estate within the City limits. The City's REET is designated entirely for transportation related capital improvements. Revenue from REET has averaged around \$900,000 in the past few years. The REET is estimated to be \$900,000 annually.
2. General Fund Transfer In. This funding source comes from several different sources that make up the General Fund revenue including: property tax, sales tax, and utility tax and fees. The Street Capital Projects Fund is budgeted to receive approximately \$500,000 annually (on average) over the next 5 years in support of the pavement preservation program.
3. Transportation Benefit District (TBD). In 2014, the TBD Board implemented a \$20 per vehicle tab fee to provide funds toward a specific list of pavement preservation projects to be implemented between 2015 through 2020. The anticipated revenue is approximately \$680,000 per year.

F. Washington State Department of Transportation

1. Pedestrian and Bicycle Program: This is a statewide competitive program specifically oriented toward the elimination of hazards to the pedestrian and bicyclists. The recent call for projects has expanded the program's scope to emphasize "complete streets" – accommodation of all roadway users from vehicles to bicyclists to pedestrians. The programs focus for "complete streets" is for "main street" urban arterials and corridors. Historically, the city has not received much funding from this program. However, given the change in the grant scope, there may be opportunities from this source in the future.
2. Safe Routes to Schools Program: This is a statewide competitive program specifically oriented toward pedestrian and bicycle safety near schools. This program may be replaced by the Federal Transportation Alternatives Program (TAP).

G. Surface Water Management Program:

The City's Surface Water Management (SWM) Program pays for all drainage facilities constructed in conjunction with street improvements. The revenue from SWM is directly related to the amount of capital improvement projects constructed. SWM participation in roadway projects averages about \$300,000 annually.

Amendment 1 – Summary

- 1) Project 1.25 North Gate Access Improvements: Project schedule moved up in anticipation of grant funding.
- 2) Project 2.26 Safety Improvements in the Vicinity of Schools: Funding removed from 2016 and moved to specific "Safe Routes to Schools" grant-funded projects.
- 3) Project 2.69 Gravelly Lake Drive – Bridgeport to Steilacoom Road Diet: Project split into two phases to reflect TIB grant received.
- 4) Project 2.71 Steilacoom Blvd – Weller Road to Phillips Road: Project split into two phases to reflect "Safe Routes to Schools" grant received.
- 5) Project 2.76 Phillips Road – Steilacoom to Onyx: Project split into two phases to reflect "Safe Routes to Schools" grant received.
- 6) Project 2.77 Washington Blvd – Edgewood to Gravelly Lake Drive: Project schedule moved up in anticipation of grant funding.
- 7) Project 2.85 John Dower Road – Steilacoom Blvd to Custer Road: Project added to reflect "Safe Routes to Schools" grant received.
- 8) Project 5.6 Gravelly Lake Non-Motorized Trail: Project split into three phases to reflect WSDOT grant received.

PROJECT NUMBERING SYSTEM

Project numbers within most sections of the Program are discontinuous in order to maintain consistency in project numbering from year to year.

Completed projects are removed from subsequent years' programs, thereby eliminating some project numbers.

Projects carried forward from previous year(s) retain the same project numbers from the previous year(s).

BUDGET DOLLARS

Costs shown are planning level estimates and are reflected in each year as FY2015 dollars with no accounting for inflation.

PROJECT COSTS IN THOUSANDS OF DOLLARS									
EXPENDITURE PLAN		<i>NOTE: BOLD and ITALICIZED numbers denote grant is secured</i>							TOTAL FUNDS
SECTION 1			2016	2017	2018	2019	2020	2021	2016-2021
NEW CONSTRUCTION									
ARTERIAL STREET PROJECTS									
1.2 Gravelly Lake Drive @ I-5 Right Turn Lane	Widen GLD from Nyanza to I-5 SB on-ramp to provide dedicated right-turn lane. Traffic signal upgrades; bridge widening; r/w acquisition.	City				50	350		400
Total Estimated Cost \$1,600		Grant				200	1,000		1,200
		Other							
		Total	0	0	0	250	1,350	0	1,600
1.4 Union Avenue - Berkeley to N. Thorne Lane	Widen to add turn lane, shared bike/travel lane, sidewalks, street lighting. Intersection improvements.	City					125	250	375
Total Estimated Cost \$5,000		Grant					375	2,250	2,625
<i>Note: Project 1.24 will complete Union/Berkeley intersection and some improvements from Berkeley to Maple.</i>		Other					75	150	225
		Total	0	0	0	0	575	2,650	3,225
1.18 96th Street - 2-way left turn lane	Widen 96th St. from 500' east of So. Tac. Wy to I-5 underpass to provide 2-way left turn lane. Does not include sidewalks or HMA overlay.	City					100		100
Total Estimated Cost \$500		Grant							0
		Other					400		400
		Total	0	0	0	0	500	0	500
1.20 123rd ST SW - Realignment	Realign 123rd ST SW as it enters Bridgeport	City					300		300
Total Estimated Cost \$400		Grant							0
		Other					100		100
		Total	0	0	0	0	400	0	400
1.21 Murray Road and 150th Street Corridor Capacity	Provide capacity for Woodbrook Industrial development: widening of Murray Road and 150th; bike/pedestrian facilities; structural pavement section improvements	City		100	100	100			300
<i>Notes: Assume multiple phases; multiple years</i>		Grant	0	0	0	0			0
		Other		1,500	1,500	1,500			4,500
		Total	0	1,600	1,600	1,600	0	0	4,800
1.22 Gravelly to Thorne Connector	Two-way connector road between Tillicum and Gravelly Lake Drive. Signalization.	City	1	1	1	1	1	1	6
Total Estimated Cost \$25,000		Grant							0
		Other		1,000	12,000	12,000			25,000
		Total	1	1,001	12,001	12,001	1	1	25,006
1.23 Interstate 5 through Lakewood (WSDOT led project - coordination only)	Planning and design coordination only.	City	1	1	1	1	1	1	6
		Grant							0
		Other							0
		Total	1	1	1	1	1	1	6

PROJECT COSTS IN THOUSANDS OF DOLLARS									
EXPENDITURE PLAN									TOTAL FUNDS
									NOTE: BOLD and ITALICIZED numbers denote grant is secured
SECTION 1			2016	2017	2018	2019	2020	2021	2016-2021
NEW CONSTRUCTION									
ARTERIAL STREET PROJECTS									
1.24 Madigan Access Project	Provide improved access to Madigan including: Freedom bridge, ramp, & roadway widening; signalization improvements; Union Ave/Berkeley St improvements	City							0
<i>Phase 1 improvements completed in 2014.</i>		Grant	3,000						3,000
<i>Total Cost: \$5.7 Million</i>		Other							0
		Total	3,000	0	0	0	0	0	3,000
									FED
									Dev. Contr.
1.25 North Gate Access Improvements	Improve access to Lewis North including: intersection improvements (Edgewood / North Gate Road); non-motorized improvements (Edgewood Dr. and North Gate Rd)	City	100	300					400
		Grant		1,300					1,300
		Other							0
<i>Amendment 1: moves up project schedule in anticipation of grant.</i>		Total	100	1,600	0	0	0	0	1,700
									Grant
									Dev. Contr.
1.26 Steilacoom Boulevard / So Tacoma Way Intersection	SB right turn lane extension on Steilacoom Blvd. Access control improvements on both roads. Replace/upgrade traffic signals. Curb, gutter, sidewalk, lighting.	City	100						100
		Grant	1,000						1,000
		Other	100						100
		Total	1,200	0	0	0	0	0	1,200
									Grant
									Dev. Contr.
1.27 Bridgeport Way - I-5 Ramp to Pacific Hwy	Turn lane extension to improve capacity and queuing capability. Road / shoulder widening; sidewalks; walls for widening.	City				50	50	100	200
		Grant				100	100	400	600
		Other						100	100
		Total	0	0	0	150	150	600	900
									Grant
									Dev. Contr.
TOTALS		City	202	402	102	202	927	352	2,187
		Grant	4,000	1,300	0	300	1,475	2,650	9,725
		Other	100	2,500	13,500	13,500	575	250	30,425
		Total	4,302	4,202	13,602	14,002	2,977	3,252	42,337

PROJECT COSTS IN THOUSANDS OF DOLLARS										
EXPENDITURE PLAN		NOTE: BOLD and ITALICIZED numbers denote grant is secured							TOTAL FUNDS	
SECTION 2			2016	2017	2018	2019	2020	2021	2016-2021	
ROADWAY IMPROVEMENTS										
2.26 Safety Improvements in the Vicinity of Schools	May include sidewalks, crossing improvements, signage, etc. in vicinity of schools.	City		100	150	30	100	250	630	State
		Grant		250	1,100	120	250	1,100	2,820	
		Other			150			150	300	
<i>Amendment 1: Funds moved from 2016 to specific project grant awards.</i>		Total	0	350	1,400	150	350	1,500	3,750	
2.29 Steilacoom Blvd. Custer to 88th Street	Curbs, gutters, sidewalks, street lighting, on both sides. Signal modifications. Signal replacement Custer/Ardmore. Overlay.	City	0						0	
Total Estimated Cost \$1,975		Grant	1,400						1,400	FED
		Other	250						250	
		Total	1,650	0	0	0	0	0	1,650	
2.41 Steilacoom Blvd - Bridgeport Way to Fairlawn	Curbs, gutters, sidewalks, on both sides. Overlay.	City			10	20	100		130	
Total Estimated Cost \$1,400		Grant			20	150	1,000		1,170	State
<i>Note: Preliminary design completed via previous TIB grant</i>		Other					100		100	SWM
		Total	0	0	30	170	1,200	0	1,400	
2.50 Gravelly Lake Drive - 100th to Bridgeport Way	Curb, gutters, sidewalks, street lighting, drainage. Signal modifications. Signal replacement Mt. Tacoma.	City	36						36	
<i>Note: grant for design, environ., & r/w FY2011-2014</i>		Grant	1358						1,358	FED
		Other	250						250	SWM
		Total	1,644	0	0	0	0	0	1,644	
2.54 Minor Pedestrian Safety Improvements	Non-hardscape improvements. Shoulder widening on high-volume roads where less than 2' walkway exists.	City	50	50	50	50	50	50	300	
		Grant							0	
		Other							0	
		Total	50	50	50	50	50	50	300	
2.55 High Accident Location Safety Improvements	May include sight distance corrective measures, signal modifications, etc. at one of top 25 accident locations.	City	44	20	49	50	50	50	263	
<i>2016-2017 Funds reallocated to 2.81 Roadway Safety Improvements to 40th Ave. SW and 96th St. SW and 3.20 Military Rd. and 112th St. Safety Improvement.</i>		Grant	0	0					0	
		Other							0	
		Total	44	20	49	50	50	50	263	
2.60 South Tacoma Way - SR512 to 96th Street	Curb, gutter, sidewalks, street lighting, drainage, overlay.	City	50						50	
Total Estimated Cost \$3,460		Grant	2,826						2,826	TIB/FED
<i>Note: Design starting FY2011</i>		Other	300						300	Dev / SWM
		Total	3,176	0	0	0	0	0	3,176	

PROJECT COSTS IN THOUSANDS OF DOLLARS									
EXPENDITURE PLAN		NOTE: BOLD and ITALICIZED numbers denote grant is secured							TOTAL FUNDS
SECTION 2			2016	2017	2018	2019	2020	2021	2016-2021
ROADWAY IMPROVEMENTS									
2.61 ADA Standards - Sidewalk Upgrades	On-going program to gradually upgrade existing facilities to current ADA standards	City	50	50	50	50	50	50	300
		Grant							0
		Other							0
		Total	50	50	50	50	50	50	300
2.65 Steilacoom Blvd - 87th to 83rd	Curb, gutter, sidewalks, street lighting, drainage, overlay.	City			80	200			280
<i>Design through project 2.74</i>		Grant			200	1,400			1,600
		Other				200			200
		Total	0	0	280	1,800	0	0	2,080
2.66 Steilacoom Blvd - 83rd to Weller Road	Curb, gutter, sidewalks, street lighting, drainage, overlay.	City				70	200		270
<i>Design through project 2.74</i>		Grant				180	2,000		2,180
		Other					200		200
		Total	0	0	0	250	2,400	0	2,650
2.67 Bridgeport Way - I-5 to JBLM Gate	Curb, gutters, sidewalks, street lighting, drainage, overlay.	City	20						20
Total Estimated Cost \$3,650		Grant	2,978						2,978
		Other	555						555
		Total	3,553	0	0	0	0	0	3,553
2.68 Hipkins Rd. 104th to Steilacoom Blvd.	Curb, gutters, sidewalks, street lighting, drainage, overlay.	City							0
Total Estimated Cost \$3,050		Grant							0
		Other				350	2,700		3,050
		Total	0	0	0	350	2,700	0	3,050
2.69A Gravelly Lake Drive - 59th to Steilacoom Sidewalks	Curb, gutter, sidewalks on both sides of road.	City	80						80
<i>Amendment 1: Project 2.69 split into two phases. TIB grant received for 2.69A.</i>		Grant	320						320
		Other							0
		Total	400	0	0	0	0	0	400
2.69B Gravelly Lake Drive - Bridgeport to Steilacoom Road Diet	Reduce 4 travel lanes to 3. Curb, gutters, sidewalks, bike lanes, street lighting, drainage, overlay.	City		50	200				250
<i>Amendment 1: Project 2.69 split into two phases.</i>		Grant		100	1,100				1,200
		Other							0
		Total	0	150	1,300	0	0	0	1,450

FED SWM&Dev

TIB

PROJECT COSTS IN THOUSANDS OF DOLLARS									
EXPENDITURE PLAN		NOTE: BOLD and ITALICIZED numbers denote grant is secured							TOTAL FUNDS
SECTION 2			2016	2017	2018	2019	2020	2021	2016-2021
ROADWAY IMPROVEMENTS									
2.70 Lakewood Station - Non-Motorized Access Improvements	Curb, gutters, sidewalks, and street lighting improvements per Lakewood NMTP and Sound Transit Access Improvement Study.	City				100	100	100	300
		Grant			100	400	400	400	1,300
		Other			100	500	500	500	1,600
		Total	0	0	200	1,000	1,000	1,000	3,200
2.71A Steilacoom Blvd - Weller Road to Phillips Road - Ph. 1 <i>Design and right-of-way through project 2.74</i>	Curb, gutter, sidewalks, bikeway/buffer, street lighting, drainage on north side.	City			100				100
<i>Amendment 1: Project 2.71 split into two phases. Safe Routes to Schools Grant received for 2.71A.</i>		Grant			450				450
		Other							0
		Total	0	0	550	0	0	0	550
2.71B Steilacoom Blvd - Weller Road to Phillips Road - Ph. 2 <i>Design through project 2.74</i>	Curb, gutter, sidewalks, bikeway, street lighting, drainage, overlay.	City			100				100
<i>Amendment 1: Project 2.71 split into two phases. Safe Routes to Schools Grant received for 2.71A.</i>		Grant			1350				1,350
		Other			100				100
		Total	0	0	1,550	0	0	0	1,550
2.72 100th Street & Lakewood Drive <i>Bridgeport Way to 400 feet north of 100th Street</i>	Curb, gutter, sidewalks, sharrows, replace 100th/Lakewood signal, street lighting, drainage, overlay.	City	20	130	200				350
		Grant	80	550	800				1,430
		Other	50						50
		Total	150	680	1,000	0	0	0	1,830
2.73 112th / 111th - Bridgeport to Kendrick	Curb, gutter, sidewalks, sharrows, street lighting, drainage, overlay.	City	20	5	110				135
		Grant	100	50	1,440				1,590
		Other	50	45	250				345
		Total	170	100	1,800	0	0	0	2,070
2.74 Steilacoom Blvd Corridor Design - Farwest to Phillips <i>Joint project with Town of Steilacoom - DESIGN ONLY</i>	Curb, gutter, sidewalks, sharrows, turn lanes, street lighting, drainage, overlay.	City	45	50	43	43	14		195
		Grant	100	216	150	150	35		651
		Other	25	25	20	20	6		96
		Total	170	291	213	213	55	0	942
2.75 South Tacoma Way - 88th to North City Limits	Curb, gutter, sidewalks, bike lanes, street lighting, signal at 84th, drainage, overlay.	City	50	50	300				400
		Grant	150	150	2,341				2,641
		Other			300				300
		Total	200	200	2,941	0	0	0	3,341

PROJECT COSTS IN THOUSANDS OF DOLLARS									
EXPENDITURE PLAN		NOTE: BOLD and ITALICIZED numbers denote grant is secured							TOTAL FUNDS
SECTION 2			2016	2017	2018	2019	2020	2021	2016-2021
ROADWAY IMPROVEMENTS									
2.76A Phillips Road - Steilacoom to Hudtloff Middle School	Curb, gutter, sidewalks, bike lanes, street lighting, flashing beacons, drainage, on east side of road.	City	30	170					200
<i>Amendment 1: Project 2.76 split into two phases. Safe Routes to Schools Grant received for 2.76A.</i>		Grant	20	480					500
		Other							0
		Total	50	650	0	0	0	0	700
2.76B Phillips Road - Steilacoom to Onyx	Curb, gutter, sidewalks, bike lanes, street lighting, drainage, overlay.	City							0
<i>Amendment 1: Project 2.76 split into two phases. Safe Routes to Schools Grant received for 2.76A.</i>		Grant							0
		Other				250	1850		2,100
		Total	0	0	0	250	1,850	0	2,100
2.77 Washington Blvd - Edgewood Ave to Gravelly Lake Drive	Curb, gutter, sidewalks, bike lanes, street lighting, drainage, overlay.	City	200						200
<i>Amendment 1: moves up project schedule in anticipation of grant.</i>		Grant		5,000					5,000
		Other		700					700
		Total	200	5,700	0	0	0	0	5,900
2.78 Oakbrook Sidewalks & Street Lighting Onyx Dr W (97th to 87th); Onyx Dr E (Garnet to Phillips) (Total Cost \$3,400)	Curb, gutter, sidewalks, sharrows, turn lanes, street lighting, drainage, overlay.	City							0
		Grant							0
		Other			400	3000			3,400
		Total	0	0	400	3,000	0	0	3,400
2.79 Lake City Business District Sidewalks (American Lake Park to Veterans Dr / Alameda) (Total Cost \$2,100)	Curb, gutter, sidewalks, sharrows, street lighting, drainage, overlay.	City							0
		Grant							0
		Other		300	1,800				2,100
		Total	0	300	1,800	0	0	0	2,100
2.80 Interlaaken Drive SW / Mt. Tacoma Drive Non-Motorized Improvements - Short Lane to Whitman Avenue SW (Total Cost Mt. Tacoma Drive \$2,950) (Total Cost Interlaaken \$4,000) formerly project 5.7. Construction 2022+	Provide curb and gutter, sidewalk and a shared travel/bike lane on one side of Interlaaken / Mt. Tacoma Dr.	City							
		Grant							
		Other					750	700	
		Total	0	0	0	0	750	700	0
2.81 Roadway Safety Improvements at 40th Ave. SW and 96th St. SW	Curb, gutter, sidewalk, sharrows, guard rail, street lighting, pavement reconstruction	City	4	15	1				20
		Grant	30	140	653				823
		Other							0
		Total	34	155	654	0	0	0	843

PROJECT COSTS IN THOUSANDS OF DOLLARS									
EXPENDITURE PLAN									TOTAL FUNDS
									2016-2021
SECTION 2 ROADWAY IMPROVEMENTS			2016	2017	2018	2019	2020	2021	
2.82 59th Ave SW Sidewalk - 100th to Bridgeport Wy SW	Sidewalk east side of roadway.	City		25					25
		Grant		100					100
		Other							0
		Total	0	125	0	0	0	0	125
2.83 Gravelly Lake Dr. - Pacific Hwy to Nyanza (south)	Curb, gutter, sidewalk, bike way, street lighting, pavement rehab	City				50	75	250	375
		Grant				100	175	800	1,075
		Other							0
		Total	0	0	0	150	250	1,050	1,450
2.84 Lakewood Drive - Steilacoom Blvd to 74th Street <i>*note: pavement rehab City match also listed in project 9.15</i>	Add turn lanes, curb, gutter, sidewalk, bike way, street lighting, pavement rehab	City	50	100	950				1,100
		Grant	200	300	3,180				3,680
		Other	50	50	500				600
		Total	300	450	4,630	0	0	0	5,380
2.85 John Dower Road - Steilacoom to Custer <i>Amendment 1: Project added. Safe Routes to Schools Grant received.</i>	Curb, gutter, sidewalk, bike way, street lighting, flashing crossing beacons, drainage, pavement.	City	50	150					200
		Grant	50	500					550
		Other							0
		Total	100	650	0	0	0	0	750
TOTALS		City	799	965	2,393	663	739	750	6,309
		Grant	9,612	7,836	12,884	2,500	3,860	2,300	38,992
		Other	1,530	1,120	3,620	4,320	6,106	1,350	16,596
		Total	11,941	9,921	18,897	7,483	10,705	4,400	61,897

PROJECT COSTS IN THOUSANDS OF DOLLARS											
EXPENDITURE PLAN									TOTAL FUNDS		
SECTION 3 TRAFFIC SIGNALS			2016	2017	2018	2019	2020	2021	2016-2021		
3.1 Steilacoom / Durango Traffic Signal	Intersection meets warrants for traffic signal. Signal needed with new development in area. Special concern with adjacent train crossing becoming active.	City							0	Dev	
		Grant							0		
		Other	5	345							350
		Total	5	345	0	0	0	0	0		350
3.7 Washington Blvd. and Interlaaken Drive Signal and intersection improvement Total Estimated Cost \$375	Install new signal at intersection.	City			75	300			375		
		Grant							0		
		Other									0
		Total	0	0	75	300	0	0	0		375
3.8 Traffic Signal Timing Upgrades on-going technical support incl. turning movement counts	Upgrade traffic signal timing and coordination.	City	10	10	10	10	10	10	60		
		Grant									0
		Other									0
		Total	10	10	10	10	10	10	10		60
3.11 City-Wide Traffic Signal Management System Total Estimated Cost \$2,000	City-hall based Traffic Management Center. Fiber optic interconnect. PTZ major corridors. Active traffic management including web based info.	City	50	50	50	50			200	FED	
		Grant			300	300					600
		Other									0
		Total	50	50	350	350	0	0	0		800
3.12 Traffic Signal Replacement Program	Replace aging traffic signals. Priorities based on maintenance history. (one signal every 3rd year)	City		300		300		300	900		
		Grant									
		Other									
		Total	0	300	0	300	0	300	0		900
3.13 Gravelly Lake Drive / Avondale Traffic Signal	Intersection meets warrants for traffic signal. Increased volumes in and around Towne Center. Increase in accidents.	City					100		100	Dev	
		Grant							0		
		Other					150		150		
		Total	0	0	0	0	250	0	0		250

PROJECT COSTS IN THOUSANDS OF DOLLARS									
EXPENDITURE PLAN									TOTAL FUNDS
SECTION 3 TRAFFIC SIGNALS			2016	2017	2018	2019	2020	2021	2016-2021
3.14 So. Tacoma Way / 92nd Street	New warranted signal	City							0
		Grant		100	550				0
		Other							0
		Total	0	100	550	0	0	0	0
3.16 Steilacoom Blvd / Western State Hospital Signal Replacement	Replace existing signal	City							0
		Grant	210						210
		Other							0
		Total	210	0	0	0	0	0	210
3.17 Steilacoom Blvd / Lakeview Ave Signal Replacement	Replace existing signal	City							0
		Grant	275						275
		Other							0
		Total	275	0	0	0	0	0	275
3.19 Traffic Signal Asset Management System	Purchase software; develop asset management system	City	40	40	20	5	5	5	115
		Grant							0
		Other							0
		Total	40	40	20	5	5	5	115
3.20 Military Rd. and 112th St. Safety Improvement	Replace existing traffic signal to current standards. Update phasing to yellow-flashing arrow operation. ADA ramp upgrades. Repave intersection	City	2	15					17
		Grant	20	128	640				788
		Other							0
		Total	22	143	640	0	0	0	805
TOTALS		City	102	415	155	665	115	315	1,767
		Grant	230	228	1,490	300	0	0	1,598
		Other	5	345	0	0	150	0	500
		Total	337	988	1,645	965	265	315	3,865

PROJECT COSTS IN THOUSANDS OF DOLLARS									
EXPENDITURE PLAN									TOTAL FUNDS
SECTION 4 TRANSPORTATION PLANNING			2016	2017	2018	2019	2020	2021	2016-2021
4.1 Pavement Management System	Semi-Annual evaluation of pavement condition	City	30	5	30	5	30	5	105
		Grant							0
		Other							0
		Total	30	5	30	5	30	5	105
4.2 Transportation Model	On-going updates of travel demand model.	City	5	5	5	5	5	5	30
		Grant							0
		Other							0
		Total	5	5	5	5	5	5	30
4.8 Lakewood City Center Sub-Area Plan	Review access and circulation for vehicles, transit, and non-motorized transportation.	City	10	10					20
		Grant							0
		Other							0
		Total	10	10	0	0	0	0	20
4.9 Non-Motorized Transportation Plan Update	Update NMTP to include relevant policy updates and capital improvement projects. (original plan adopted June 2009)	City	10	10					20
		Grant							0
		Other							0
		Total	10	10	0	0	0	0	20
4.10 ADA Transition Plan Update	Update ADA transition plan to address ADA deficiencies of existing curb ramps; signal access / operations; etc.	City	15						15
		Grant							0
		Other							0
		Total	15	0	0	0	0	0	15
TOTALS		City	70	30	35	10	35	10	190
		Grant	0	0	0	0	0	0	0
		Other	0	0	0	0	0	0	0
		Total	70	30	35	10	35	10	190

PROJECT COSTS IN THOUSANDS OF DOLLARS									
EXPENDITURE PLAN									TOTAL FUNDS
SECTION 5 BIKEWAYS			2016	2017	2018	2019	2020	2021	2016-2021
5.1 Miscellaneous Bikeway Markings / Signage	City		20	20	20	20	20	20	120
	Grant								0
	Other								0
	Total		20	20	20	20	20	20	120
5.4 Miscellaneous Bike Lane Construction	City			50		50		50	150
	Grant								0
	Other								0
	Total		0	50	0	50	0	50	150
5.5 North Thorne Lane to Gravelly Lake Drive Non-Motorized Trail		Provide non-motorized path between Tillicum and Gravelly Lake Drive "Gravelly to Thorne Connector" construction.							
	City			20	30	350			400
	Grant			100	170	1,650			1,920
	Other				180	2,500			2,680
Total			0	120	380	4,500	0	0	5,000
5.6A Gravelly Lake Non-Motorized Trail - Phase 1 (Washington Blvd to Nyanza (N)). <i>Amendment 1: Project split into three phases. Grant received for 5.6A.</i>	City		25	25	450				500
	Grant		125	125	2,390				2,640
	Other								0
	Total		150	150	2,840	0	0	0	3,140
5.6B Gravelly Lake Non-Motorized Trail - Phase 2 (Nyanza Blvd) <i>Amendment 1: Project split into three phases. Grant received for 5.6A.</i>	City								0
	Grant								0
	Other				300	900	2,000		3,200
	Total		0	0	300	900	2,000	0	3,200
5.6C Gravelly Lake Non-Motorized Trail - Phase 3 (GLD - Nyanza (S) to Wash.) Construction 2022+. TOTAL Cost \$3.2 Mill. <i>Amendment 1: Project split into three phases. Grant received for 5.6A.</i>	City								0
	Grant								0
	Other						300	900	1,200
	Total		0	0	0	0	300	900	1,200

PROJECT COSTS IN THOUSANDS OF DOLLARS									
EXPENDITURE PLAN									TOTAL FUNDS
SECTION 5 BIKEWAYS			2016	2017	2018	2019	2020	2021	2016-2021
5.7 Motor Avenue - Whitman to Gravelly Lake Dr.	Provide non-motorized path including lighting and landscaping.	City	20	80					100
		Grant	180	650					830
		Other							0
		Total	200	730	0	0	0	0	930
		City	65	195	500	420	20	70	1,270
		Grant	305	875	2,560	1,650	0	0	5,390
		Other	0	0	480	3,400	2,300	900	7,080
		Total	370	1,070	3,540	5,470	2,320	970	13,740

PROJECT COSTS IN THOUSANDS OF DOLLARS									
EXPENDITURE PLAN									TOTAL FUNDS
SECTION 6 STREET LIGHTING			2016	2017	2018	2019	2020	2021	2016-2021
6.2 New Street Lighting	Install street lighting in requested areas based on ranking criteria.	City	150	150	150	150	150	150	900
		Grant							0
		Other							0
		Total	150	150	150	150	150	150	900
6.6 LED Street Lighting Upgrades	Update existing PSE lighting.	City		250	250				500
		Grant							0
		Other							0
		Total	0	250	250	0	0	0	500
TOTALS		City	150	400	400	150	150	150	1,400
		Grant	0	0	0	0	0	0	0
		Other	0	0	0	0	0	0	0
		Total	150	400	400	150	150	150	1,400

PROJECT COSTS IN THOUSANDS OF DOLLARS									
EXPENDITURE PLAN									TOTAL FUNDS
SECTION 7 BRIDGES			2016	2017	2018	2019	2020	2021	2016-2021
7.1 Bridge Inspection	On-going biennial bridge inspection.	City	0	9	0	9	0	9	27
		Grant							0
		Other							0
		Total	0	9	0	9	0	9	27
TOTALS		City	0	9	0	9	0	9	27
		Grant	0	0	0	0	0	0	0
		Other	0	0	0	0	0	0	0
		Total	0	9	0	9	0	9	27

PROJECT COSTS IN THOUSANDS OF DOLLARS									
EXPENDITURE PLAN									TOTAL FUNDS
SECTION 8 BEAUTIFICATION PROJECTS			2016	2017	2018	2019	2020	2021	2016-2021
8.10 Gateway Improvements	City		50	50	50	50	50	50	300
	Grant								0
	Other		20	20	20	20	20	20	120
	Total		70	70	70	70	70	70	420
									0
									0
									0
									0
TOTALS	City		50	50	50	50	50	50	300
	Grant		0	0	0	0	0	0	0
	Other		20	20	20	20	20	20	120
	Total		70	70	70	70	70	70	420

PROJECT COSTS IN THOUSANDS OF DOLLARS									
EXPENDITURE PLAN		<i>NOTE: BOLD and ITALICIZED numbers denote grant is secured</i>							TOTAL FUNDS
SECTION 9 ROADWAY RESTORATION PROJECTS			2016	2017	2018	2019	2020	2021	2016-2021
9.7 Resurfacing Program - Various Locations	Projects in various locations may include pavement preservation contribution to planned utility projects to facilitate full roadway overlays.	City	2,580	1,300	1,410	1,700	2,400	3,500	12,890
		Grant							0
		Other							0
		Total	2,580	1,300	1,410	1,700	2,400	3,500	12,890
9.10A Steilacoom Boulevard - 87th to Weller Road		City	20	350					370
		Grant		750					750
		Other							0
		Total	20	1,100	0	0	0	0	1,120
9.10B Steilacoom Boulevard - Weller Road to Custer Road		City			20	350			370
		Grant				750			750
		Other							0
		Total	0	0	20	1,100	0	0	1,120
9.14 Lakewood Drive - 100th to Steilacoom Blvd		City	900						900
		Grant							0
		Other							0
		Total	900	0	0	0	0	0	900
9.15 Lakewood Drive - Flett Creek to N. City Limits		City		1,100					1,100
		Grant							0
		Other							0
		Total	0	1,100	0	0	0	0	1,100
9.16 59th Ave - Main Street to 100th Street		City			450				450
		Grant							0
		Other							0
		Total	0	0	450	0	0	0	450
9.17 108th - Bridgeport Way to Pacific Hwy		City			600				600
		Grant							0
		Other							0
		Total	0	0	600	0	0	0	600

PROJECT COSTS IN THOUSANDS OF DOLLARS									
EXPENDITURE PLAN		<i>NOTE: BOLD and ITALICIZED numbers denote grant is secured</i>							TOTAL FUNDS
SECTION 9 ROADWAY RESTORATION PROJECTS			2016	2017	2018	2019	2020	2021	2016-2021
9.18 Custer - Steilacoom to John Dower	City					450			450
	Grant								0
	Other								0
	Total		0		0	450	0	0	450
9.19 88th - Steilacoom to Custer	City					250			250
	Grant								0
	Other								0
	Total		0		0	250	0	0	250
9.20 Pacific Hwy - 108th to SR512	City				90				90
	Grant				450				450
	Other								0
	Total		0		540	0	0	0	540
9.21 100th - Lakeview to South Tacoma Way	City				180				180
	Grant				300				300
	Other								0
	Total		0		480	0	0	0	480
9.22 100th - 59th to Lakeview	City						1,100		1,100
	Grant								0
	Other								0
	Total		0		0	0	1,100	0	1,100
TOTALS	City		3,500	2,750	2,750	2,750	3,500	3,500	18,750
	Grant		0	750	750	750	0	0	2,250
	Other		0	0	0	0	0	0	0
	Total		3,500	3,500	3,500	3,500	3,500	3,500	21,000

PROJECT COSTS IN THOUSANDS OF DOLLARS									
EXPENDITURE PLAN									TOTAL FUNDS
SECTION 10 NEIGHBORHOOD TRAFFIC MANAGEMENT			2016	2017	2018	2019	2020	2021	2016-2021
10.1 Neighborhood Traffic Management Various Locations	May include speed humps, traffic circles, signage, etc.	City	25	25	25	25	25	25	150
		Grant							
		Other							
		Total	25	25	25	25	25	25	150
TOTALS		City	25	25	25	25	25	25	150
		Grant	0	0	0	0	0	0	0
		Other	0	0	0	0	0	0	0
		Total	25	25	25	25	25	25	150

PROJECT COSTS IN THOUSANDS OF DOLLARS									
EXPENDITURE PLAN									TOTAL FUNDS
SECTION 11 OTHER			2016	2017	2018	2019	2020	2021	2016-2021
11.1 On-call technical assistance	Various professional services including surveying, structural, geotechnical, environmental to support various projects.	City	50	50	50	50	50	50	300
		Grant							0
		Other							0
		Total	50	50	50	50	50	50	50
11.2 Public Works Operations & Maintenance Facility	Back up generator and fueling station.	City		200					200
		Grant							0
		Other							0
		Total	0	200	0	0	0	0	0
TOTALS		City		250	50	50	50	50	450
		Grant							0
		Other							0
		Total	0	250	50	50	50	50	50

ARTERIAL STREETS

	2016	2017	2018	2019	2020	2021	2016-2021
City	202	402	102	202	927	352	2,187
Grant	4,000	1,300	0	300	1,475	2,650	9,725
Other	100	2,500	13,500	13,500	575	250	30,425
Total	4,302	4,202	13,602	14,002	2,977	3,252	42,337

ROADWAY IMPROVEMENTS

	2016	2017	2018	2019	2020	2021	2016-2021
City	799	965	2,393	663	739	750	6,309
Grant	9,612	7,836	12,884	2,500	3,860	2,300	38,992
Other	1,530	1,120	3,620	4,320	6,106	1,350	16,596
Total	11,941	9,921	18,897	7,483	10,705	4,400	61,897

TRAFFIC SIGNALS

	2016	2017	2018	2019	2020	2021	2016-2021
City	102	415	155	665	115	315	1,767
Grant	230	228	1,490	300	0	0	1,598
Other	5	345	0	0	150	0	500
Total	337	988	1,645	965	265	315	3,865

TRANSPORTATION PLANNING

	2016	2017	2018	2019	2020	2021	2016-2021
City	70	30	35	10	35	10	190
Grant	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Total	70	30	35	10	35	10	190

STREETLIGHTS

	2016	2017	2018	2019	2020	2021	2016-2021
City	150	400	400	150	150	150	1,400
Grant	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Total	150	400	400	150	150	150	1,400

BRIDGES

	2016	2017	2018	2019	2020	2021	2016-2021
City	0	9	0	9	0	9	27
Grant	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Total	0	9	0	9	0	9	27

BEAUTIFICATION / GATEWAY IMPROVEMENTS

	2016	2017	2018	2019	2020	2021	2016-2021
City	50	50	50	50	50	50	300
Grant	0	0	0	0	0	0	0
Other	120	20	20	20	20	20	120
Total	70	70	70	70	70	70	420

RESTORATION

	2016	2017	2018	2019	2020	2021	2016-2021
City	3,500	2,750	2,750	2,750	3,500	3,500	18,750
Grant	0	750	750	750	0	0	2,250
Other	0	0	0	0	0	0	0
Total	3,500	3,500	3,500	3,500	3,500	3,500	21,000

BIKEWAYS

	2016	2017	2018	2019	2020	2021	2016-2021
City	65	195	500	420	20	70	1,270
Grant	305	875	2,560	1,650	0	0	5,390
Other	0	0	480	3,400	2,300	900	7,080
Total	370	1,070	3,540	5,470	2,320	970	13,740

OTHER

	2016	2017	2018	2019	2020	2021	2016-2021
City	0	250	50	50	50	50	450
Grant	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Total	0	250	50	50	50	50	450

NEIGHBORHOOD TRAFFIC MANAGEMENT

	2016	2017	2018	2019	2020	2021	2016-2021
City	25	25	25	25	25	25	150
Grant	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Total	25	25	25	25	25	25	150

GRAND TOTAL (2016-2021)

	2016	2017	2018	2019	2020	2021	2016-2021
City	4,963	5,491	6,460	4,994	5,611	5,281	32,800
Grant	14,147	10,989	17,684	5,500	5,335	4,950	57,955
Other	1,755	3,985	17,620	21,240	9,151	2,520	54,721
Total	20,765	20,465	41,764	31,734	20,097	12,751	145,476

Notes:

LID = Property owner participation through a Local Improvement District (LID).
Dev. Contr. = Funds provided through private (developer) contribution
TIB = Transportation Improvement Board grant funding
TEA-21 = Transportation Efficiency Act grant funds.
State = other state grant funding programs
CDBG = Community Development Block Grant funds.
FED = Federal Grant dollars (TEA-21, SAFETEA, Enhancement, etc.)
SWM = Surface Water Management funds
S.T. = Sound Transit
TBD = Transportation Benefit District
MAP-21 = Moving Ahead for Progress in the 21st Century (Federal Transportation Act)

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: January 19, 2016	TITLE: Expressing support for the Clover Park School District Special Election Replacement Levy for Educational Programs and Operations	TYPE OF ACTION: — ORDINANCE <u>X</u> RESOLUTION 2016-02 — MOTION — OTHER
REVIEW:	ATTACHMENTS: Resolution	

SUBMITTED BY: Heidi AnnWachter, City Attorney

RECOMMENDATION: It is recommended that the City Council adopt a Resolution in support of the Clover Park School District February 9, 2016 Special Election Replacement Levy for Educational Programs and Operations.

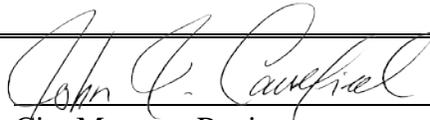
DISCUSSION: The Clover Park School District Board of Directors is proposing a four-year educational programs and operations levy in a special election on Tuesday, February 9, 2016. This levy will replace the District’s current educational programs and operations levy, which expires in December 2016. This is not a new tax. If approved by voters, it is estimated that the levy rate will be no more than \$4.76 per \$1,000 of assessed property value. If approved, the replacement levy will generate \$23.5 million for each of four years, 2017-2020.

The replacement levy will fund a broad array of investments, functions and programs critical to maintaining a high level of education:

1. Eighty percent (80%) of the levy funds will be used to support classrooms including maintaining reduced class sizes, purchase of textbooks and classroom instructional materials, purchase of library materials and librarians, elementary and career guidance counselors, educational program improvements (gifted, special education and assessments) districtwide teaching and learning activities (including training), and after-school, extended-learning programs;
2. Ten percent (10 %) of the levy funds will be used to support school technology including classroom computer stations, instructional software, upgraded wiring and Internet access costs;
3. Five percent (5%) of the levy funds will be used for school maintenance and operations including building maintenance (painting, roofing, flooring and lighting), custodians, grounds maintenance (athletic fields and school landscaping), classroom furniture, fixtures and equipment; and
4. Five percent (5%) of the levy funds will support school safety and security including school resources officers (police), campus supervisors, increased health room support, emergency management preparation, and facility alarm monitoring systems.

ALTERNATIVE(S): The City of Lakewood could remain neutral or make a statement in opposition to the replacement levy.

FISCAL IMPACT: None.

Prepared by _____ Department Director _____	 _____ City Manager Review
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RESOLUTION NO. 2016-02

A RESOLUTION of the City Council of the City of Lakewood, Washington, expressing support for the Clover Park School District Replacement Educational Programs and Operations Levy coming before the voters on February 9, 2016 as Proposition 1.

WHEREAS, education is critical to the moral, emotional and intellectual development of all citizens of the City of Lakewood; and,

WHEREAS, the City Council recognizes that the Clover Park School District, with more than 12,300 enrolled students, has proposed this levy to replace the district's current programs and operations levy, which expires in December of 2016; and,

WHEREAS, on February 9, 2016, the Clover Park School District has placed a Special Election the following proposition:

Special Election - Proposition No. 1
Replacement Educational Program and Operations Levy

The Board of Directors of Clover Park School District No. 400 adopted Resolution No. 16-035 concerning a proposition to finance educational programs and operations expenses. If approved, Proposition No. 1 will authorize the District to levy the following excess taxes, in place of an expiring levy, on all taxable property within the District, for support of the District's General Fund educational programs and operations expenses:

<u>Levy Year</u>	<u>Collection Year</u>	<u>Approximate Levy Rate Per \$1,000 of Assessed Value</u>	<u>Levy Amount</u>
2016	2017	\$4.76	\$23,500,000
2017	2018	\$4.69	\$23,500,000
2018	2019	\$4.62	\$23,500,000
2019	2020	\$4.55	\$23,500,000

all as provided in Resolution No. 16-035. Should Proposition No. 1 be approved?

WHEREAS, levy funds are needed to maintain reduced class sizes, to purchase textbooks and classroom instructional materials, to purchase library materials and fund librarians, to provide elementary and career guidance counselors, to provide educational program improvements (gifted, special education and assessments), to provide districtwide teaching and learning activities, and after-school, extended learning programs ; and

WHEREAS, levy funds will be used for school maintenance and operations including building maintenance (painting, roofing, flooring and lighting), custodians, grounds maintenance, classroom furniture, fixtures and equipment; and,

WHEREAS, levy funds will be used to provide school technology including classroom computer stations, instructional software, to upgrade wiring, and to pay Internet access costs; and,

WHEREAS, levy funds will be used for school safety and security including school resource officers (police), campus supervisors, increased health room support, emergency management preparation, and facility alarm and monitoring systems; and

WHEREAS, the City Council of the City of Lakewood believes that a strong public education system is not only essential for our children, it is vital to the health of our community as a whole; and

WHEREAS, passage of this replacement levy is necessary to help properly prepare the youth of Lakewood for the challenges of the future.

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

Section 1. That the City Council expresses its support for the passage of the Clover Park

School District Educational Programs and Operations Levy, which will come before the voters on February 9, 2016.

Section 2. This Resolution shall be in full force and effect upon passage and signatures hereon.

PASSED by the City Council this 19th day of January, 2016.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Alice M. Bush, CMC, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: January 19, 2016	TITLE: Motion authorizing the City Manager to execute a Consultant Agreement with KPG, Inc. in the amount not to exceed \$248,300 for professional survey services for the design of Steilacoom Blvd. SW – Phillips Rd. to Puyallup Ave.	TYPE OF ACTION: — ORDINANCE — RESOLUTION <u>X</u> MOTION NO. 2016-03 — OTHER
REVIEW: January 19, 2016	ATTACHMENTS: LAG Contract Scope of Services, Fee Breakdown, and e-Verify	

SUBMITTED BY: Don E. Wickstrom, Public Works Director

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute a Consultant Agreement with KPG, Inc. in the amount not to exceed \$248,300 for professional survey services for the design of Steilacoom Blvd. SW – Phillips Rd. to Puyallup Ave.

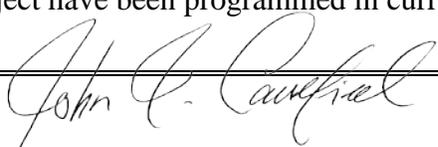
DISCUSSION: Last year the City accepted grant funds for the design of a joint project with the Town of Steilacoom along Steilacoom Blvd. SW from Phillips Rd. SW (Lakewood) to Puyallup Ave. (Steilacoom). The grant scope of work is as follows: Provide curb, gutter, sidewalks, bicycle facilities, street lights, and associated storm drainage on both sides. Traffic signal replacement and modifications as needed to accommodate roadway sections and ramps. Turn pockets added for traffic mobility and safety. Pavement overlay and markings and retaining walls in specific areas. The grant ask is for the survey, environmental and design portion only.

This contract with KPG, Inc. is for the topographic survey and mapping necessary to design the project and for the subsequent survey related services necessary and to acquire additional right of way for the project.

Continued on Page 2

ALTERNATIVE(S): Because the City currently does not have a licensed Professional Land Surveyor (as required by law) on staff, the only alternative is to return the TIB Grant funds and not build the project.

FISCAL IMPACT: The City and Town are required to provide 13.5% funding match for this grant. Matching funds (\$33,520) for this portion of the project have been programmed in current fiscal years Capital Street Fund (102) budget.

_____ Prepared by	 _____ City Manager Review
_____ Department Director	

DISCUSSION, continued:

All design and construction administration for this project will be done utilizing City staff or another professional service. However, Washington State law requires that survey related work be performed by a licensed Professional Land Surveyor (PLS). The City currently does not have a PLS on staff and must contract out these services.

KPG, Inc. was selected based on their qualifications through a competitive process. The scope of work and associated costs is appropriate for the services provided. KPG, Inc. has recently performed the survey services for another portion of Steilacoom Blvd. SW, Gravelly Lake Dr. SW, and two phases of Bridgeport Way. Staff has been pleased with the quality of work provided. It is not anticipated that soliciting additional proposals would result in lower costs.

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: 302.0024

Firm/Organization Legal Name (do not use dba's): KPG, P.S.	
Address 2502 Jefferson Ave Tacoma, WA 98402	Federal Aid Number
UBI Number 601-248-468	Federal TIN or SSN Number 91-1477622
Execution Date	Completion Date 12/31/2017
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Steilacoom Blvd - Puyallup Street to Phillips Rd SW Survey Services- City Project #302.0024	
Description of Work Topographic Survey and Mapping Services. This project will include all necessary aspects of topographical survey and right-of-way services including horizontal and vertical control, surface generation, base map preparation, right of way plans, legal descriptions and map exhibits.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: \$248,300.00	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: 302.0024

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Lakewood hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

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Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Weston Ott, P.E.
Agency: City of Lakewood
Address: 6000 Main St. SW
City: Lakewood State: WA Zip: 98499
Email: wott@cityoflakewood.us
Phone: 253-983-7795
Facsimile: 253-512-2268

If to CONSULTANT:

Name: Mike Bowen
Agency: KPG, P.S.
Address: 2502 Jefferson Ave
City: Tacoma State: WA Zip: 98402
Email: mikeb@kpg.com
Phone: 253-627-0720
Facsimile: 253-627-4144

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E", will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

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VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

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VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

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The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

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to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

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Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Weston Ott, P.E.
Agency: City of Lakewood
Address: 6000 Main Street S.W.
City: Lakewood State: WA Zip: 98499
Email: wott@cityoflakewood.us
Phone: 253-983-7795
Facsimile: 253-512-2268

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

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XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

Agreement Number: 302.0024

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

Agreement Number: 302.0024

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.



Signature



Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No. KPG JN 15162

See Exhibit A, attached

Agreement Number: 302.0024

Exhibit A
Scope of Services
Survey Services
Project No. 302.0024
City of Lakewood

INTRODUCTION

The City of Lakewood and Town of Steilacoom are requiring topographic mapping and right of way survey services for the Steilacoom Boulevard, Puyallup Street to Phillips Road SW Topographic Survey and Mapping Services Project. The site is more fully described as:

Steilacoom Boulevard from approximately Phillips Road SW to Puyallup Street: Approximately 15,000 feet along Steilacoom Boulevard beginning approximately 200' west of Edgewater Drive SW (which is the west end of Lakewood contract no. e1184) to approximately the intersection of Puyallup Street and Starling Street in Steilacoom. Mapping shall extend 10 feet beyond the existing right of way (further as necessary in steep areas) and 20 to 30 feet beyond the existing right-of-way at driveways abutting Steilacoom Boulevard. Mapping at cross streets shall extend 100 feet from their intersection with Steilacoom Boulevard. Survey shall include topography, right-of-way, parcel lines and underground utilities.

While the project limits extend into both the City of Lakewood and the Town of Steilacoom, the Professional Services Agreement shall be between the City and the Consultant. However, work shall be tracked by jurisdiction.

SCOPE OF WORK

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.

Task 2. Survey Control and Research for Right of Way Determination

The datum for horizontal control shall be Washington State Plane Coordinates (South Zone expressed in US Survey feet) NAD 83/91. The datum for the vertical control shall be NAVD 88. Control points will be established for topographic mapping and to tie in monument control and property corners needed to establish the right of way lines and parcel lines which will be affected by the project. The Consultant shall tie into at least

two existing horizontal and vertical control points in order to establish the horizontal and vertical datums.

Research of existing records (plats, legal descriptions, records of survey, right of way documents) shall be furnished by the consultant. The Consultant will request title reports as needed from a title company. Cost of the title reports will be billed as an expense item. The Consultant shall have sufficient research, in combination with the found monumentation to establish the control and right of way.

Task 3. Topographical Survey

The Consultant shall perform a field topographic survey where indicated above to identify existing surface conditions within the limits of the site described above. This shall be done using electronic surveying equipment and a one-person crew and/or two-person crew.

Prior to commencing the survey, the Consultant shall call the “One-Call Center” to locate utilities. The Consultant shall also utilize a locating service to ensure that all underground facilities have been mapped.

It is the responsibility of the Consultant to ensure that the work is performed in a safe manner that does not endanger workers, pedestrians, or 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 of those areas.

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

- a. Curbs and gutters
- b. sidewalks
- c. pavement identified by type
- d. driveways
- e. retaining walls, type, toe and top
- f. storm drainage structures (including type of structure, invert elevation and direction, and rim elevation)
- g. sanitary sewer structures (including type of structure, invert elevation and direction, and rim elevation)
- h. water and natural gas utilities (valves, lines, hydrants, blowoffs, etc.)
- i. visible irrigation boxes and heads.
- j. power structures, poles, guys, and lines (for aerial lines, show horizontal location for all lines on pole)
- k. telephone and cable lines and structures
- l. traffic signal and street lighting poles, conduit, and junction boxes.
- m. Signage and channelization (striping including parking lot areas)
- n. visible existing survey markers

- o. vegetation (list trunk diameter and type for trees) and visible irrigation appurtenances
- p. building structures, fences and mailboxes
- q. bollards and business signs

Task 4. 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 2. 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, and parcel lines where noted above. 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 Triangular Irregular Network (TIN) shall include these break lines. All layers and blocks shall be derived from City of Lakewood Standards of layers and blocks. Point descriptions shall follow the KPG 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.

Task 5. Alignment / Right of Way Plan Preparation

The Consultant shall prepare the Right of Way plan set. The Consultant shall make all revisions to the Right of Way plan for the City. The Consultant shall prepare Legal Descriptions and Exhibit Maps for up to thirty (30) right of way acquisitions. The Consultant shall stamp and sign the Right of Way plans and deliver one 22" X 34" mylar.

DELIVERABLES

1. 1"=20' scale base map (1 - hard copy - 22" X 34" stamped and signed by a Professional Land Surveyor currently registered in Washington State).
2. Electronic copy of the base map as described in Task 4 (AutoCAD Civil3D format).
3. Electronic copy of the Digital Terrain Model plus the ASCII point file (AutoCAD 2015 format).
4. Copies of field notes, descriptor list, and point listing (1 hard copy).
5. Right-of-way plans and alignment plan (1 - hard copy - 22" X 34" stamped and signed by a Professional Land Surveyor currently registered in Washington State).
6. Legal Descriptions and Exhibit Maps for right of way acquisitions.

SCHEDULE

Upon delivery of the executed contract and the notice to proceed, the Consultant shall have a survey of the above described project limits completed and ready for initial review by the City within 120 days. Portions may be submitted for review earlier than this timeframe upon mutual agreement between the City and the Consultant.

END OF EXHIBIT A

Exhibit B
DBE Participation

N/A

Agreement Number: 302.0024

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD Civil 3D 2015 files of the topographic base map

B. Roadway Design Files

N/A - roadway design by others

C. Computer Aided Drafting Files

AutoCAD Civil 3D 2015

D. Specify the Agency's Right to Review Product with the Consultant

All project related files are subject to review by City of Lakewood Public Works, Weston Ott, P.E. is the project manager.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Completed contract documents, AutoCAD Civil 3D survey base map and right of way plan, legal descriptions, map exhibits.

F. Specify What Agency Furnished Services and Information Is to Be Provided

Record utility information if available, previous survey data within the project limits if available (e.g. tunnel of trees data already received).

II. Any Other Electronic Files to Be Provided

A copy of all electronic files may be provided to the City on DVD, upon request.

III. Methods to Electronically Exchange Data

E-mail, CD, or FTP as approved by the City.

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, MS Word, Excel, and AutoCAD Civil 3D 2015

Exhibit D
Prime Consultant Cost Computations

See Exhibit D, attached

Agreement Number: 302.0024



◆ Architecture ◆
 ◆ Landscape Architecture ◆
 ◆ Civil Engineering ◆

CLIENT: City of Lakewood
 PROJ NAME: Steilacoom Blvd
 WORK ORDER: Phillips Road SW to Puyallup St
 DATE: January 11, 2016

		<i>HOURLY BREAKDOWN</i>								
		STAFF LABOR HOURS REQUIRED BY TASK								
TASK NO.	TASK DESCRIPTION	Classification	Principal Surveyor	Project Surveyor	Surveyor	Survey Crew	Technician	Clerical	Total Hours	Task Total
		Initials								
			135.00	125.00	115.00	140.00	100.00	60.00		
1.0	Project Management		80.0						80	\$10,800.00
2.0	Survey Control, Records Research & R-O-W determination			20.0	100.0	130.0	40.0		290	\$36,200.00
3.0	Topographic Survey			40.0	10.0	260.0			310	\$42,550.00
4.0	Base Map Preparation				40.0		260.0		300	\$30,600.00
5.0	Alignment / Right of Way Plan and Legals & Exhibits			80.0	200.0		90.0		370	\$42,000.00
	Title Report Research and interpretation for 30 parcels				200.0				200	\$23,000.00
6.0	Field stake propose R-O-W acquisition areas (30)			10.0		60.0	10.0		80	\$10,650.00
	Management Reserve									\$5,000.00
OTHER DIRECT COSTS										
	Title reports (30 @ \$450 ea)									\$13,500.00
	Utility Locates									\$28,000.00
	Traffic Control									\$5,000.00
	Mileage									\$1,000.00
	Hours		80.0	150.0	550.0	450.0	400.0		1630	
	Total		\$10,800	\$18,750	\$63,250	\$63,000	\$40,000			
TOTALS										\$248,300.00

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See Exhibit D for cost computations for utility locating, title reports and traffic control services.

Agreement Number: 302.0024

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: 302.0024

Exhibit G
Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

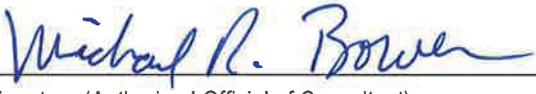
I hereby certify that I am the and duly authorized representative of the firm of
KPG, Inc.
whose address is
2502 Jefferson Avenue Tacoma WA 98402
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

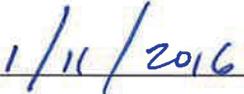
I acknowledge that this certificate is to be furnished to the City of Lakewood and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

KPG, P.S.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)



Date

Agreement Number: 302.0024

Exhibit G-1(b) Certification of City of Lakewood

I hereby certify that I am the:

- Certified Authority
- Other

of the City of Lakewood _____, and KPG, P.S.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____ and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number: 302.0024

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

KPG, P.S.

Consultant (Firm Name)

Michael R. Bower

Signature (Authorized Official of Consultant)

1/11/2016

Date

Agreement Number: 302.0024

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

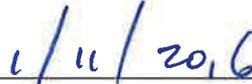
The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

KPG, P.S.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)



Date

Agreement Number: 302.0024

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Steilacoom Blvd Proj. No. 302.0024 * are accurate, complete, and current as of 01/11/2016 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: KPG, P.S.



Signature



Title

Date of Execution***: 1/11/2016

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: 302.0024

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$ No Change .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ No Change .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ Not applicable .

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number: 302.0024

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

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Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

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Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

CITY OF LAKEWOOD

AFFIDAVIT OF COMPLIANCE WITH LAKEWOOD MUNICIPAL CODE 1.42
"E-VERIFY"

As the person duly authorized to enter into such commitment for

KPG PS

(Company or Organization Name)

I hereby certify that the Company or Organization named herein will

(check one box below)

- Be in compliance with all of the requirements of City of Lakewood Municipal Code Chapter 1.42 for the duration of the contract entered into between the City of Lakewood and the Company or Organization.

OR

- Hire no employees for the term of the contract between the City and the Company or Organization.

Michael R. Bowen

NAME Michael R. Bowen

Survey Manager

TITLE

1/11/2016

DATE



To: Mayor and City Councilmembers

From: Michael Zaro, Police Chief; Adam Lincoln, Management Analyst; and Courtney Casady

Through: John J. Caulfield, City Manager 

Date: November 9, 2015

Subject: Public Safety Benefit/Cost Analysis

The City of Lakewood has prepared a report designed to take the City beyond the traditional analysis resulting from crime statistics to evaluate public safety in the City. This study evaluates a variety of factors which influence public safety and includes a benefit-cost analysis explaining the investment of City resources and related public safety outcomes.

As with many cities, ensuring public safety is a paramount duty for the City of Lakewood. Police departments are able to determine whether crime is decreasing or increasing in their jurisdiction with the result of most public safety analysis being tied to police department crime statistics. This approach does not allow for interpretation as to why crime levels may be changing.

In order to be able to determine what factors influence crime, consideration must be given to other elements in the profile of a City. Police departments need to know a great deal about their community to be able to interpret what causes change in crime levels. This in turn can help guide decisions about the best investment of City dollars to achieve measurable results in public safety. This is the first time that the City of Lakewood has attempted such an analysis.

1. Describing the City of Lakewood based on data points.

Going beyond standard crime statistics starts with key information about the City and its residents. For the City of Lakewood, this includes information about the following: characteristics,

- demographics,
- physical size,
- population,
- population age,
- education levels,
- household income levels,
- population below Federal Poverty Level (FPL),
- home values,
- municipal revenues and expenses,
- tax rates,
- number of municipal employees,
- number of municipal advisory groups,

- number and size of local parks,
- municipal investment into parks programs,
- size of police departments,
- crime levels,
- and the cost of police departments.

2. Describing the City of Lakewood in the context of comparable cities.

Without collecting the same information about other cities there is no measurement for the information collected about Lakewood. Comparing common data points across a variety of municipalities helps to illustrate major differences that influence the DNA of a municipality. Those differences also influence how a city interacts with its population and how a police department protects and serves their community.

For this study, comparison cities include some that are nearby geographically, some that are similar in size and a few that are similarly located next to military installations. The cities that were used in this analysis include:

Cities and Populations Included in the Analysis		
Pierce County Cities	Washington State Cities	Military Cities
Bonney Lake (18,520)	Auburn (73,235)	Clarksville, TN (142,357)
Buckley (4,453)	Bremerton (39,056)	Columbus, GA (202,824)
Carbonado (610)	Federal Way (92,734)	Fayetteville, NC (204,408)
DuPont (9,175)	Kennewick (76,762)	Lacey, WA (44,919)
Eatonville (2,840)	Kirkland (84,430)	Oceanside, CA (172,794)
Edgewood (9,525)	Lacey (44,919)	
Fife (9,405)	Olympia (48,338)	
Fircrest (6,555)	Pasco (67,599)	
Gig Harbor (7,985)	Puyallup (38,609)	
Milton (7,185)	Renton (97,003)	
Orting (7,065)	Richland (52,413)	
Pacific (6,760)	Shoreline (54,790)	
Puyallup (38,609)	Spokane Valley (91,113)	
Roy (805)	Yakima (93,257)	
Ruston (830)		
Steilacoom (6,060)		
Sumner (9,545)		
Tacoma (200,900)		
University Place (31,420)		
Wilkeson (485)		

3. An analysis of comparable measures, including a benefit-cost analysis.

The key findings of this analysis show that Lakewood has a relatively young population, but also has a population that earns less, is less educated, and has below average market assessed home values. The City government spends less on general government services than its counterparts, but also collects less revenue from sales and property taxes. The City has higher than average park acreage and is also resourceful when it comes to expenditures on park projects. Finally, Lakewood invests more than most cities on public safety. The Lakewood Police Department (LPD) has more officers per capita than comparable cities and has an above average crime rate that is driven by proximity to I-5 with easy access points from 84th Street, 96th

Street, South Tacoma Way, Highway 512, Bridgeport Way, Gravelly Lake Drive, Thorne Lane, and Berkeley Avenue.

4. A thorough evaluation of the benefit and cost of public safety in the city requires deep analysis of how resources are deployed.

Detail about how the LPD organizes its programs and personnel and decreased crime levels informs the analysis of resource investment by the City. This includes the establishment of a method for monetizing benefits from the reduction of crime and comparing that data with the costs associated with the police department as well as the cost of crime itself.

5. The study yields some suggested next steps based on the analysis.

Finally, the analysis offers potential next steps for the Police Department to take in order to continue the existing momentum that has come with creating a safer community within the City of Lakewood.

Analysis of Characteristics and Demographics, Municipal Finances, Staffing Levels, Parks Data, and Public Safety Data:

Characteristics and Demographics

This section covers the socio-economic traits of Lakewood and the comparison cities. The data in this section includes: population and size of city, resident’s education and income levels, and market assessed home values.

With 17.17 square miles and a population of nearly sixty thousand people, Lakewood is geographically the second largest city and has the second largest population in Pierce County Compared to other cities in Washington, Lakewood is average in terms of size and population, and is one of the smaller and least populated cities in the U.S. adjacent to a military base. Residents of Lakewood are slightly younger, at a mean age of 36.6 years, than the average age in Pierce County (38.04 years), similar in age to the comparable cities’ average median age (35.6 years), and slightly older than the average age in base communities (32.9 years). Lakewood’s residents have similar college education levels when compared to the averages with nearly 21% of the population obtaining at least a Bachelor’s degree or higher. The Pierce County average is 24.5%, the average for the Washington comparable cities is 28%, and among base communities the average is 24%. The median household income is on the lower end in Lakewood at \$42,241 compared to the average in Pierce County at \$57,806. Lakewood’s average home income is also lower than comparable Washington cities which average \$56,091 and higher than base communities which average \$48,779, Lakewood also has a higher than average percentage of residents living below the Federal Poverty Level (FPL) with 18.9%. The average FPL level in Pierce County cities is 10.1%, 14.8% amongst comparable cities in Washington and 16.3% amongst the military communities. Lastly, Lakewood’s average assessed home value is \$234,800, which is below the average in Pierce County, which averages \$272,155. Lakewood homes are near the average value for comparable cities in the State at \$248,480, and slightly above average amongst base communities at \$201,367.

Characteristics & Demographics					
Location	Median Age (in years)	Education: Bachelor’s and above	Median Household Income	Residents below FPL	Average Assessed Home Value
<i>Lakewood</i>	36.6	21%	\$42,241	18.9%	\$234,800
<i>Tacoma</i>	35.1	24.7	\$50,439	17.6%	\$230,100
<i>Pierce County Cities</i>	38.04	24.5%	\$54,806	10.1%	\$272,155
<i>Comparable Cities (WA)</i>	35.6	28%	\$56,091	14.8%	\$248,480
<i>Military Communities</i>	32.9	24%	\$48,779	16.3%	\$201,367

Municipal Finances

This section provides a comparison for the various revenues and expenditures for Lakewood and the other cities in the comparison. The comparison will include Pierce County cities and the comparable cities in Washington. The other military communities did not provide the information necessary to provide a comparison.

Lakewood is not a full-service city. The City does not run its own utilities nor does it directly provide fire services. Lakewood is also conscientious about how tax dollars are invested back into the community. It is

because of these two factors that Lakewood has lower expenses per capita at \$759 when compared to cities in Pierce County at \$1,919 and Washington comparable cities at \$1,471. Lakewood also receives fewer revenues per capita at \$830 compared to Pierce County cities at \$2,111 and comparable cities in Washington at \$1,573. The City is also lower in both property and sales tax revenues, collecting \$106 per capita for property taxes and \$162 per capita for Sales taxes. The average for Pierce County cities is \$198 per capita for property taxes and \$257 per capita for sales tax and in comparable cities the average property tax collection was \$191 and \$230 for sales tax. Lakewood is by far the leader in Pierce County and amongst the comparable cities in gambling revenues with a per capita collection of \$41 compared to the average in Pierce County cities of \$5 and \$12 in comparable cities in the State. Lakewood’s bond rating is in line with the cities of Pierce County and the comparable cities. Lakewood has the potential to see future increases in revenues and bond rating due to the changes that have been implemented throughout the past two years.

Municipal Finances					
Location	Per Capita Expenses	Per Capita Revenues	Per Capita Property Tax Revenues	Per Capita Sales Tax Revenues	Per Capita Gambling Revenues
<i>Lakewood</i>	\$759	\$830	\$106	\$162	\$41
<i>Pierce County Cities</i>	\$1,919	\$2,111	\$198	\$257	\$5
<i>Comparable Cities (WA)</i>	\$1,471	\$1,573	\$191	\$230	\$12

Staffing Levels

This section provides a comparison of how many FTEs, citizen boards and commissions Lakewood has compared to other Washington State cities. The data for this section was collected via a survey of each city. The cities in Pierce County and the cities that are near military bases did not participate in the survey at a level that would provide any value for comparison.

The average number of FTEs for the comparable cities is 364 and the average FTE per 1,000 residents was 6.23. Lakewood has 220 FTEs and 3.9 FTE per 1,000 residents. These numbers are on the lower side in the comparable cities because full-service cities require more FTEs and in turn have a higher FTE per 1,000 residents.

Lakewood has ten community boards and commissions; the average number amongst the comparable cities is 8.6. Lakewood is above this average and has previously undergone an assessment of boards and commissions with a resulting consolidation of certain advisory bodies and allowing for the creation of ad hoc committees on an as needed basis.

Lakewood Boards and Commissions	
Civil Service Commission	Lodging Tax Advisory Committee
Community Services Advisory Board	Parks and Recreation Advisory Board
Arts Commission	Planning Commission
Lakewood’s Promise Advisory Board	Public Safety Advisory Committee
Landmarks and Heritage Advisory Board	Youth Council

Staffing Levels

Location	Number of	FTE Per	Community
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	FTE	1,000 Residents	Boards & Commissions
<i>Lakewood</i>	220	3.9	11
<i>Comparable Cities (WA)</i>	364	6.23	8.6

Parks and Recreation

This section provides information about the number of parks, park acreage, budget allocations for parks and maintenance expenditures for Lakewood and the comparable cities in Washington State. The data for this section was collected via a survey of each city. The cities in Pierce County and the cities that are near military bases did not participate in the survey at a level that would provide any comparison value.

Lakewood has 14 parks, approximately half of the average number of 30 parks for the comparable cities. However, Lakewood has 650 acres of active park land which is approximately the same as the average park acreage, 655 acres, for comparable cities. This is mostly thanks to Fort Steilacoom Park, a 340 acre park that is the largest park facility in the City and is a regional draw for its diverse mix of active and passive recreation options. Lakewood’s total percentage of park land is higher than average nearing 6% whereas the comparable cities have an average closer to 5%. Lakewood’s park system maintains a goal of having parks and open space available to all residents no more than ¾ of a mile from any location within the City limits. Lakewood is also very resourceful and efficient when it comes to maintaining the park system. Lakewood spends \$15 per capita on annual park maintenance; the average comparable city spends more than twice that amount or \$36. Lakewood uses a combination of active volunteers and strong local partnerships to help maintain its parks. This community involvement helps to free up much of the time that would normally need to be allocated to park beautification and can be spent on the regular maintenance that parks require.

Parks & Recreation				
Location	Number of Parks	Parks Acreage	City Park Land Area	Per Capita Parks Maintenance Costs
<i>Lakewood</i>	14	650	6%	\$15
<i>Comparable Cities (WA)</i>	30	655	5 %	\$36

Public Safety

This section provides information about Lakewood’s public safety services compared to other cities in Pierce County, comparable cities in Washington, and other military communities. The data that was collected includes the cost of providing public safety services, the number of police officers required to provide the services, and important crime statistics for various types of crime as well as overall crime levels. The data that was used for the comparable cities as well as the Pierce County cities was taken from the same source, the Washington Association of Sheriffs and Police Chiefs 2013 Crime in Washington Report. The data collected for the military communities was gathered by surveying the individual cities, therefore the data may differ significantly due to the methodology used to count crime in various jurisdictions outside of Washington State.

The Lakewood Police Department is one of the largest departments in the State of Washington. To successfully counter crime challenges, the Department operates a large array of programs and employs modern technology to expand its reach and efficiency. Lakewood offers all of the services and opportunities of big departments, while maintaining focus on employee development and commitment to citizens. The result is a department that is flexible, efficient and best able to meet the needs of Lakewood, a diverse community of nearly 60,000 people and all of the public safety challenges of larger, urban communities.

LPD's expenditure per capita was \$350 in 2013 while the average for Pierce County cities was \$264; for comparable cities the average was \$226 and for the other military communities the average was \$225 per capita. Lakewood protects its citizens with an average of 1.7 commissioned officers per 1,000 citizens. Pierce County cities also have an average of 1.7 officers per citizen while the comparable cities in Washington have 1.2 officers per 1,000 citizens and the other military communities have an average of 1.8 officers per 1,000 citizens. The data that was used to determine expenditures was found primarily on the Washington Association of Sheriffs and Police Chief's Web page. The data is self-reported by the individual jurisdictions and may include programmatic costs that are not existent in each jurisdiction.

Crime in Lakewood has dramatically dropped since incorporation. The establishment of a City Police Department in 2004 has made the largest impact in creating this drop in crime levels. The three primary crime levels that are measured by cities are: property crimes per 1,000 citizens, violent crimes per 1,000 citizens, and a total crime level per 1,000 citizens. In 2004, Lakewood had a property crime level of 73.4 while Pierce County cities had an average level of 67.6, comparable cities in Washington had a level of 58 and other military communities had an average of 50.8. Lakewood's violent crime level was 28.9 while Pierce County cities had an average level of 16, comparable cities in Washington had a level of 13 and other military communities had an average of 16. Lakewood had a total crime level of 115 crimes per 1,000 residents while Pierce County cities averaged 89.4, comparable cities in Washington had 76.7 and other military communities averaged 88.7.

Crime in Lakewood is influenced by several factors that are difficult to mitigate regardless of the budget of the Department or even the number of officers that are serving the community. Lakewood shares borders with the largest city in Pierce County, Tacoma. Today, the crime levels in Tacoma exceed Lakewood's levels. Lakewood also has six exits and onramps along the I-5 corridor including:

- South 84th St
- Highway 512
- Bridgeport Way
- Gravelly Lake Drive
- Thorne Lane
- Berkeley Avenue

I-5 allows criminals easy access to commit crimes with easy connection to businesses and potential getaways. Lakewood is also home to mental health facilities, one of which serves all of Western Washington. Poorly maintained and low-value properties add further complexity to crime rates within the City.

Simply looking at the crime levels does not provide a sufficient frame of reference to accurately analyze LPD. Additional analysis into the benefits and costs of the Department to better understand the impact of the Lakewood Police on the community is necessary. The following section provides for a more in depth analysis of the LPD.

Public Safety					
Location	Per Capita Police Department	Commissioned Officers per 1,000 Citizens	Property Crimes per 1,000 Citizens	Violent Crimes per 1,000	Total Crime Rate per 1,000

	Expenditures			Citizens	
<i>Lakewood</i>	\$350	1.7	73.4	28.9	115
<i>Tacoma</i>	\$367	1.7	107.8	26.1	139
<i>Pierce</i>	\$264	1.7	67.6	16	89.4
<i>County Cities</i>					
<i>Comparable Cities (WA)</i>	\$226	1.2	58	13	76.7
<i>Military Communities</i>	\$225	1.8	50.8	16	88.7

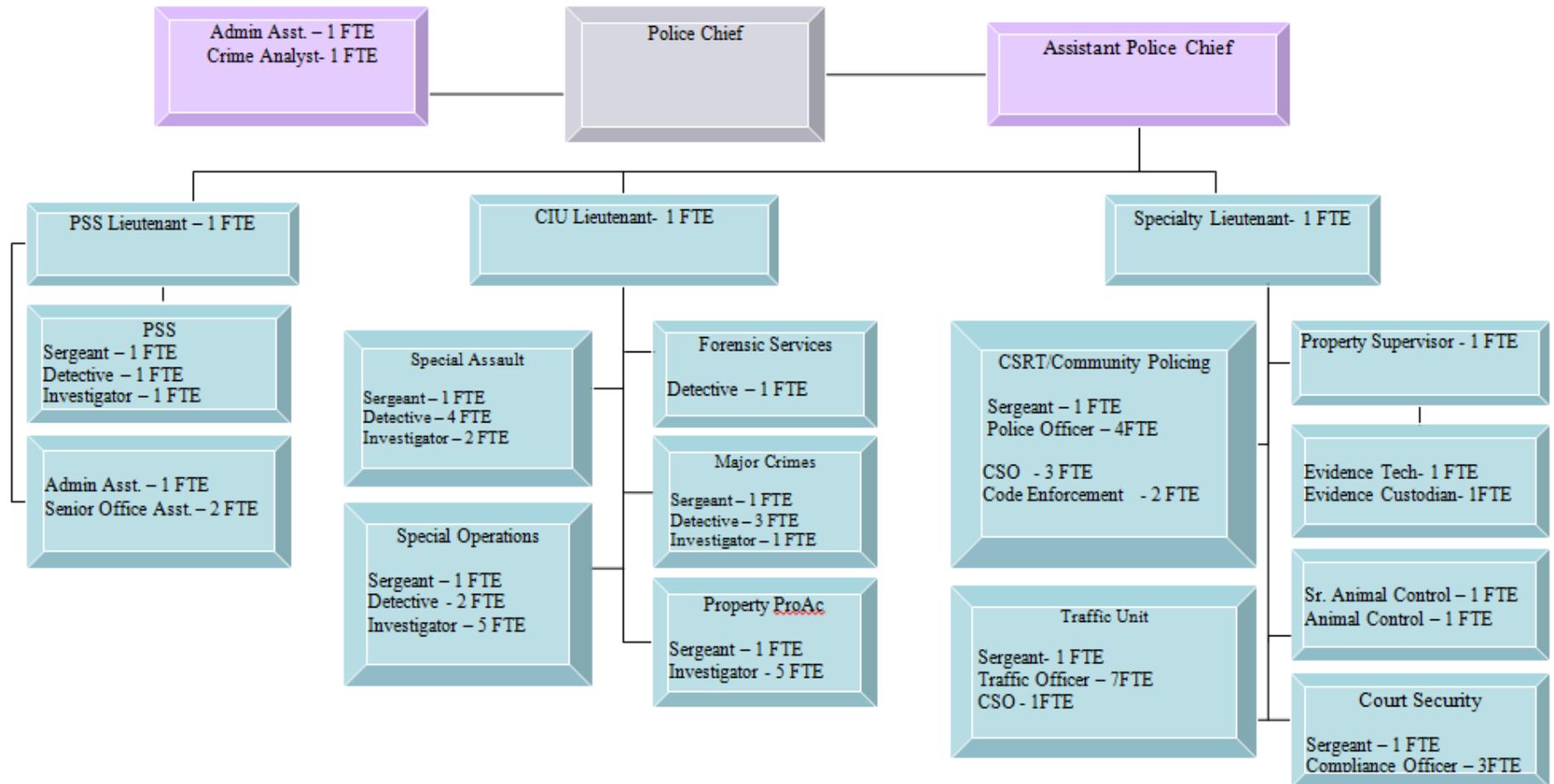
Public Safety Benefit-Cost Analysis

Comparing crime rates and expenditures with other cities is the first step in the analysis of benefit-cost of public safety. The next step requires further analysis and explanation to weigh the costs of crime prevention and public safety with the benefits that society receives from investing in the LPD. The following benefit-cost analysis of the LPD will examine the programs used to protect the public, show the historic decreases in crime in Lakewood, and discuss the costs of crime that the public incurs and the savings that are created when crime is reduced. Ultimately, this analysis will show that the reductions in crime not only improve the safety of Lakewood residents but also save the citizens and businesses tens of millions of dollars. While the Department has made Lakewood a much safer place, it is important to note that there is always room for improvement. Examining the LPD at this level of detail helps to pinpoint what programs and policies have been effective and where there is potential for improvement. The LPD continues their mission to build a better community for all Lakewood citizens.

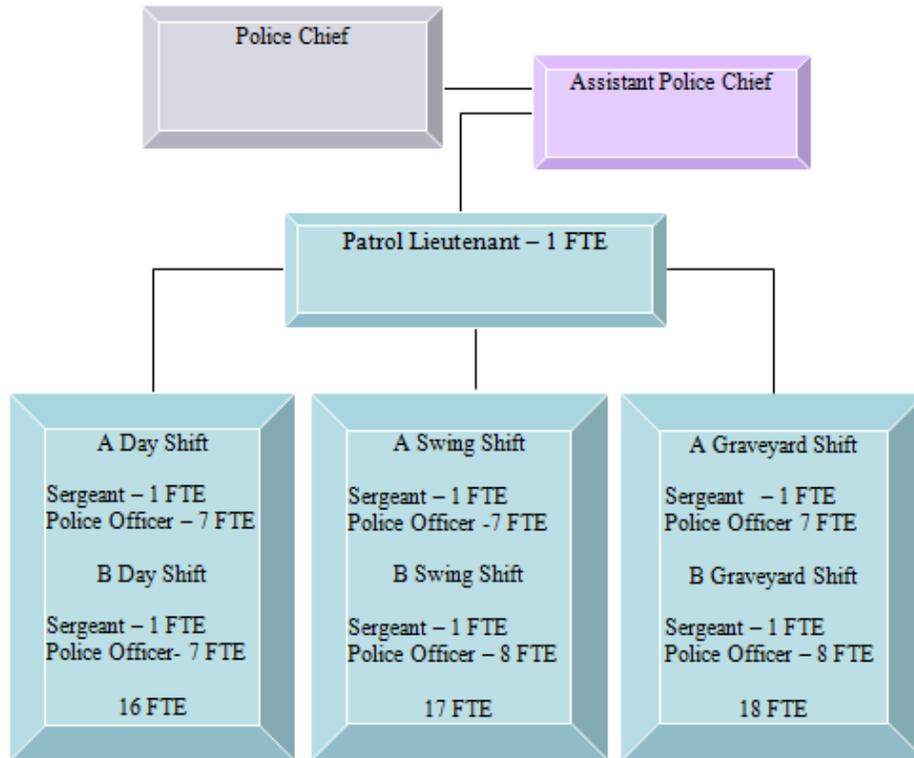
Police Department Divisions and Programs

The LPD consists of 101 sworn officers and has an annual budget of approximately \$20 Million. The LPD organizational chart includes Command, Professional Standards, Patrol, Criminal Investigations, Specialty Units, and the Community Safety/Resource Team (CSRT). Included in these divisions there are also several other programs. Descriptions of LPD programs as well as their budget history are included below. Additionally, Attachment 1 provides explanations for changes in each program budget.

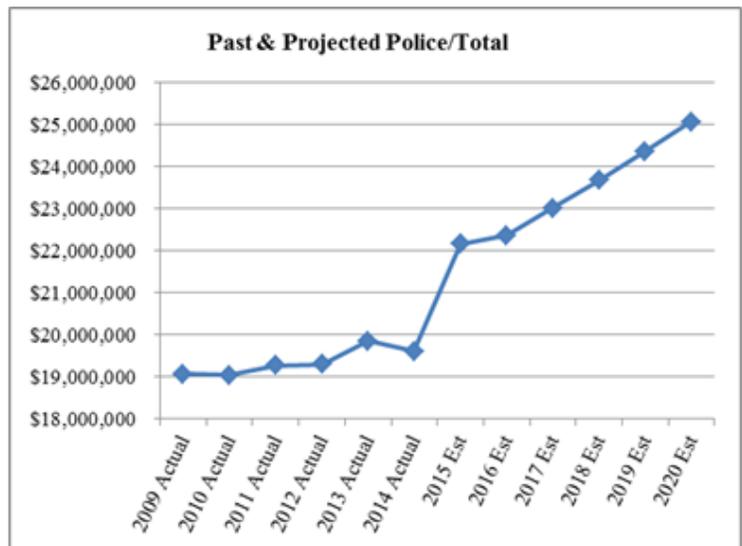
Police Department



Police Department

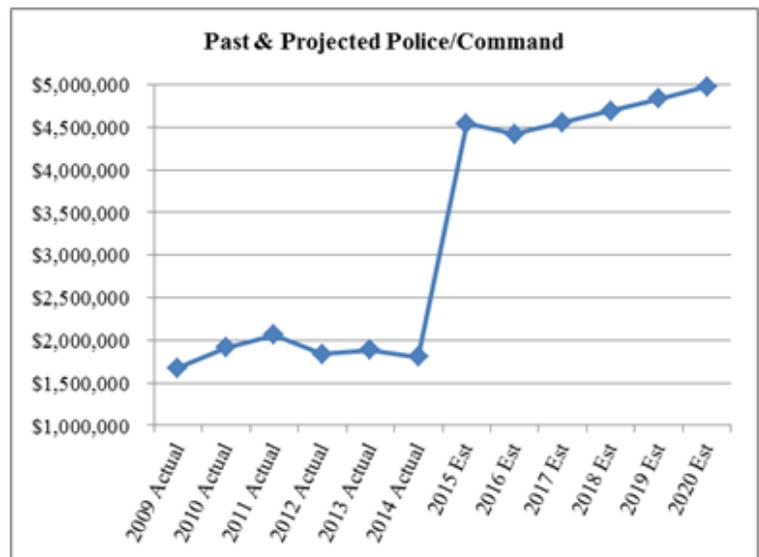


Year	Total Police	% of GS Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 19,064,037	54.4%	\$ 1,277,722	7.2%
2010 Actual	\$ 19,032,396	55.8%	\$ (31,641)	-0.2%
2011 Actual	\$ 19,265,013	54.7%	\$ 232,617	1.2%
2012 Actual	\$ 19,297,760	56.7%	\$ 32,747	0.2%
2013 Actual	\$ 19,844,705	56.2%	\$ 546,945	2.8%
2014 Actual	\$ 19,600,949	55.4%	\$ (243,756)	-1.2%
2015 Est	\$ 22,150,722	62.5%	\$ 2,549,773	13.0%
2016 Est	\$ 22,359,315	61.9%	\$ 208,593	0.9%
2017 Est	\$ 23,006,000	61.1%	\$ 646,685	2.9%
2018 Est	\$ 23,673,000	60.9%	\$ 667,000	2.9%
2019 Est	\$ 24,360,000	60.9%	\$ 687,000	2.9%
2020 Est	\$ 25,067,000	60.9%	\$ 707,000	2.9%
Average 6 Year Change (2009 - 2014)				0.5%
Average 6 Year Change (2010 - 2015)				2.3%
Average 6 Year Change (2011 - 2016)				2.3%



- *Command*: This includes the Chief, Assistant Chief and two administrative support employees. This division oversees operations, inter-governmental affairs, and administrative assignments.

Year	Police Command	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 1,674,804	8.8%	\$ (110,141)	-6.2%
2010 Actual	\$ 1,912,891	10.1%	\$ 238,087	14.2%
2011 Actual	\$ 2,060,187	10.7%	\$ 147,296	7.7%
2012 Actual	\$ 1,835,726	9.5%	\$ (224,461)	-10.9%
2013 Actual	\$ 1,887,065	9.5%	\$ 51,339	2.8%
2014 Actual	\$ 1,804,138	9.2%	\$ (82,927)	-4.4%
2015 Est	\$ 4,539,660	20.5%	\$ 2,735,522	151.6%
2016 Est	\$ 4,423,928	19.8%	\$ (115,732)	-2.5%
2017 Est	\$ 4,557,000	19.8%	\$ 133,072	3.0%
2018 Est	\$ 4,694,000	19.8%	\$ 137,000	3.0%
2019 Est	\$ 4,835,000	19.8%	\$ 141,000	3.0%
2020 Est	\$ 4,980,000	19.9%	\$ 145,000	3.0%
Average 6 Year Change (2009 - 2014)				1.2%
Average 6 Year Change (2010 - 2015)				9.6%
Average 6 Year Change (2011 - 2016)				8.9%



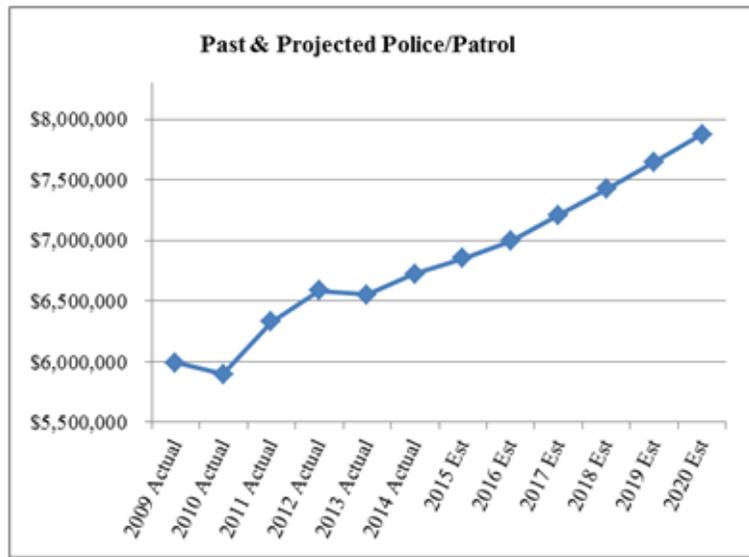
- *Professional Standards*: 6 total staff (1 Lieutenant, 1 Sergeant, 1 Officer, and 3 administrative staff who serve as administrative staff for the entire department. This division handles all officer trainings, hiring, background investigations, and internal affairs investigations.

Year	Police Training	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 160,885	0.8%	\$ 160,885	n/a
2010 Actual	\$ 139,965	0.7%	\$ (20,920)	-13.0%
2011 Actual	\$ 192,417	1.0%	\$ 52,452	37.5%
2012 Actual	\$ 192,524	1.0%	\$ 107	0.1%
2013 Actual	\$ 179,494	0.9%	\$ (13,030)	-6.8%
2014 Actual	\$ 217,496	1.1%	\$ 38,002	21.2%
2015 Est	\$ 107,425	0.5%	\$ (110,071)	-50.6%
2016 Est	\$ 107,425	0.5%	\$ -	0.0%
2017 Est	\$ 111,000	0.5%	\$ 3,575	3.3%
2018 Est	\$ 114,000	0.5%	\$ 3,000	2.7%
2019 Est	\$ 117,000	0.5%	\$ 3,000	2.6%
2020 Est	\$ 121,000	0.5%	\$ 4,000	3.4%
Average 6 Year Change (2009 - 2014)				4.3%
Average 6 Year Change (2010 - 2015)				-5.0%
Average 6 Year Change (2011 - 2016)				-13.2%

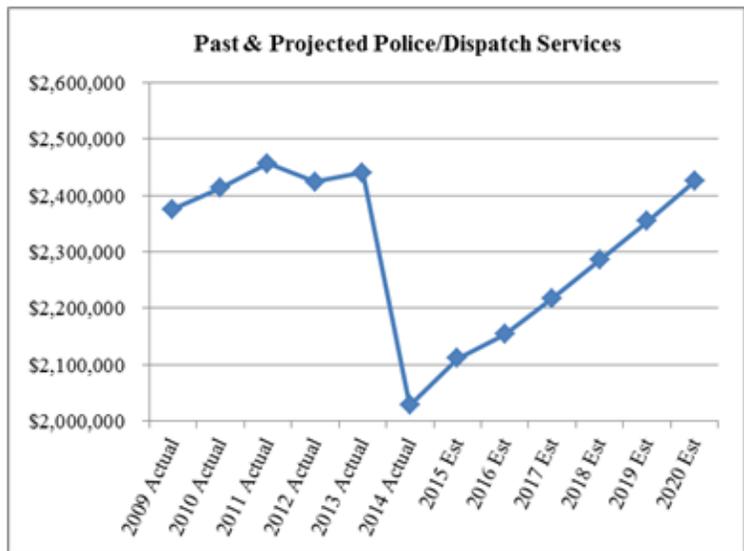


- **Patrol:** 56 total staff (1 Lieutenant, 6 Sergeants, 49 officers)
 - **Patrol:** The department's primary function as a Police Department. The Patrol division responds to emergency calls for service, conducts proactive traffic enforcement, and proactive patrol to provide a deterring presence in the community. In addition to responding to traditional calls for service, Patrol Officers are expected to be ready for and handle a variety of incidents as they arise.

Year	Police Patrol	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 5,991,591	31.4%	\$ 204,951	3.5%
2010 Actual	\$ 5,897,524	31.0%	\$ (94,067)	-1.6%
2011 Actual	\$ 6,327,816	32.8%	\$ 430,292	7.3%
2012 Actual	\$ 6,586,617	34.1%	\$ 258,801	4.1%
2013 Actual	\$ 6,553,810	33.0%	\$ (32,807)	-0.5%
2014 Actual	\$ 6,722,494	34.3%	\$ 168,684	2.6%
2015 Est	\$ 6,853,947	30.9%	\$ 131,453	2.0%
2016 Est	\$ 6,997,736	31.3%	\$ 143,789	2.1%
2017 Est	\$ 7,208,000	31.3%	\$ 210,264	3.0%
2018 Est	\$ 7,424,000	31.4%	\$ 216,000	3.0%
2019 Est	\$ 7,647,000	31.4%	\$ 223,000	3.0%
2020 Est	\$ 7,876,000	31.4%	\$ 229,000	3.0%
Average 6 Year Change (2009 - 2014)				1.8%
Average 6 Year Change (2010 - 2015)				2.3%
Average 6 Year Change (2011 - 2016)				1.6%

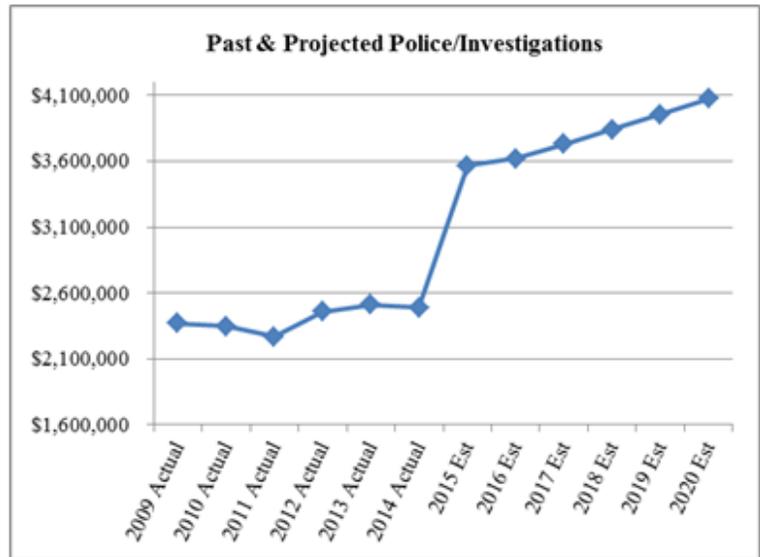


Year	Police Dispatch Svcs	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 2,375,705	12.5%	\$ 156,365	7.0%
2010 Actual	\$ 2,413,447	12.7%	\$ 37,742	1.6%
2011 Actual	\$ 2,456,743	12.8%	\$ 43,296	1.8%
2012 Actual	\$ 2,424,764	12.6%	\$ (31,979)	-1.3%
2013 Actual	\$ 2,440,224	12.3%	\$ 15,460	0.6%
2014 Actual	\$ 2,027,605	10.3%	\$ (412,619)	-16.9%
2015 Est	\$ 2,111,410	9.5%	\$ 83,805	4.1%
2016 Est	\$ 2,153,869	9.6%	\$ 42,459	2.0%
2017 Est	\$ 2,218,000	9.6%	\$ 64,131	3.0%
2018 Est	\$ 2,285,000	9.7%	\$ 67,000	3.0%
2019 Est	\$ 2,354,000	9.7%	\$ 69,000	3.0%
2020 Est	\$ 2,425,000	9.7%	\$ 71,000	3.0%
Average 6 Year Change (2009 - 2014)			-2.9%	
Average 6 Year Change (2010 - 2015)			-2.4%	
Average 6 Year Change (2011 - 2016)			-2.3%	



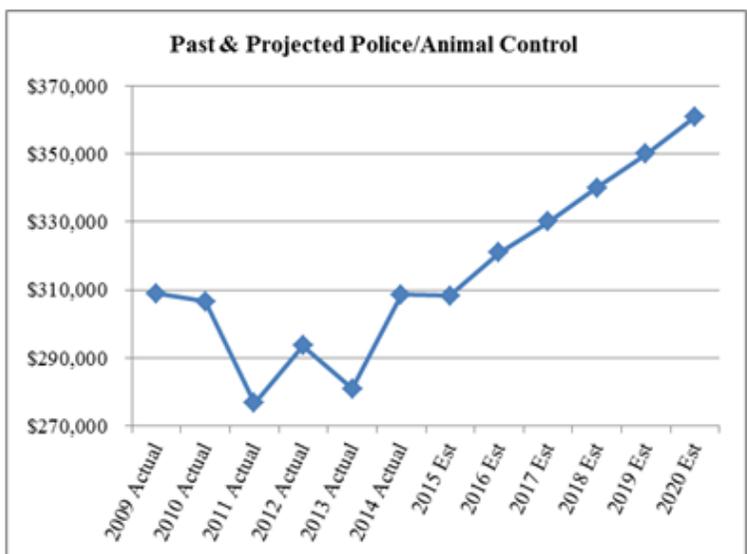
- *Criminal Investigations*: 25 total staff (1 Lieutenant over entire division)
 - Major Crimes Unit: (1 Sergeant and 4 investigators) This investigative unit is responsible for investigation of felony assaults, non-domestic violence misdemeanor assaults, arson and officer involved shootings. This unit is also responsible for all death investigations, criminal or otherwise. This unit partners with the regional Crime Response Unit (CRU).
 - Property Proactive Investigations (ProAc): (1 Sergeant and 5 Investigators) This unit is responsible for investigation of all property crimes and robberies (technically considered a crime against person). Property crimes include theft, burglary, organized retail crime, and fraud. These incidents account for most crimes and affect the greatest amount of the public.
 - Special Assault Unit: (1 Sergeant and 5 investigators) SAU is responsible for investigation of domestic violence, sexual assault, and crimes against children.
 - Special Operations Unit: (1 Sergeant and 7 investigators with one assigned full time to a DEA task force and 3 assigned part time to regional FBI task forces) This is the unit that conducts proactive enforcement of drug and vice crimes. Drug activity is often accompanied by violent assaults and thefts. Prostitution is associated with kidnapping, child endangerment, and related drug activity. Without proactive investigations these activities can take root in a community and be very difficult to remove. LPD has worked very hard over the last 10 years to successfully reduce the amount of drug and vice activity.
 - Forensic Services: (1 full time Detective who reports directly to the Lieutenant and 2 detectives who assist part time in addition to their regular duties) Forensic Services encompasses crime scene photography, evidence collection, searching and processing electronic devices, ballistic testing, and crime scene reconstruction for court testimony. This section has been recognized regionally for their expertise in the field of Forensics and brings added credibility and professionalism to our investigative function.

Year	Police Investigations	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 2,372,211	12.4%	\$ 196,515	9.0%
2010 Actual	\$ 2,347,695	12.3%	\$ (24,516)	-1.0%
2011 Actual	\$ 2,269,674	11.8%	\$ (78,021)	-3.3%
2012 Actual	\$ 2,458,584	12.7%	\$ 188,910	8.3%
2013 Actual	\$ 2,512,500	12.7%	\$ 53,916	2.2%
2014 Actual	\$ 2,491,608	12.7%	\$ (20,892)	-0.8%
2015 Est	\$ 3,566,000	16.1%	\$ 1,074,392	43.1%
2016 Est	\$ 3,620,550	16.2%	\$ 54,550	1.5%
2017 Est	\$ 3,729,000	16.2%	\$ 108,450	3.0%
2018 Est	\$ 3,841,000	16.2%	\$ 112,000	3.0%
2019 Est	\$ 3,956,000	16.2%	\$ 115,000	3.0%
2020 Est	\$ 4,075,000	16.3%	\$ 119,000	3.0%
Average 6 Year Change (2009 - 2014)				0.8%
Average 6 Year Change (2010 - 2015)				5.7%
Average 6 Year Change (2011 - 2016)				6.2%



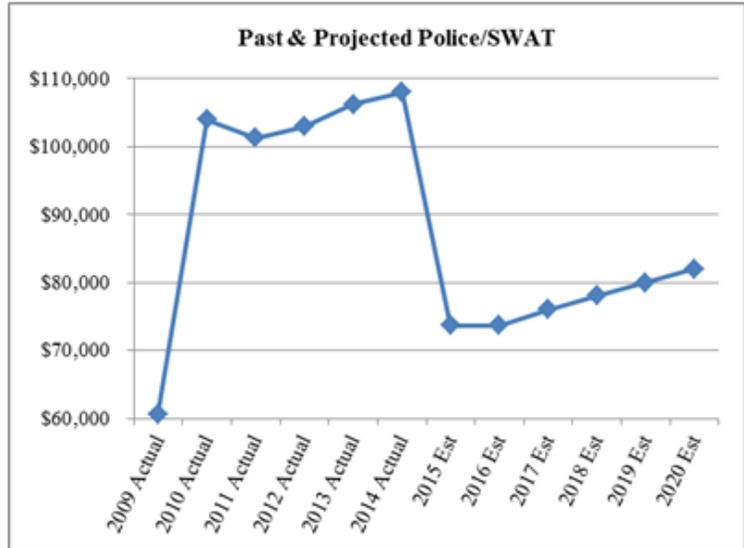
- *Specialty Units*: 32 total staff (1 Lieutenant over the entire division)
 - K9: The Department has 3 K9 units; two patrol dogs and one narcotics dog. This is a specialized function that allows for tracking of dangerous suspects. The dogs are invaluable in that there is no substitute for their ability to detect fleeing suspects and they provide a safer alternative to people running after a suspect. One of our handlers is a State certified Master Trainer and has been utilized as an expert witness in Federal trials.
 - Bike Team: (2 Sergeants and 14 officers although accounted as full time staff elsewhere) This part time team is utilized infrequently, primarily needed at events in Ft. Steilacoom Park, such as SummerFest and other public events like parades. The bike team also costs relatively little to operate.
 - Animal Control: (2 Animal Control Officers) Lakewood’s Animal Control Officers enforce laws related to animal ownership and responsibility in public areas. They investigate reports of dog bites and potentially dangerous dogs and prepare investigations for charging these types of cases. This is a specialized field that requires a unique skill set and education. The municipalities of DuPont and Steilacoom contract for this service with Lakewood.

Year	Police Animal Control	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 308,906	1.6%	\$ (49,444)	-13.8%
2010 Actual	\$ 306,555	1.6%	\$ (2,351)	-0.8%
2011 Actual	\$ 276,732	1.4%	\$ (29,823)	-9.7%
2012 Actual	\$ 293,566	1.5%	\$ 16,834	6.1%
2013 Actual	\$ 280,929	1.4%	\$ (12,637)	-4.3%
2014 Actual	\$ 308,667	1.6%	\$ 27,738	9.9%
2015 Est	\$ 308,360	1.4%	\$ (307)	-0.1%
2016 Est	\$ 320,870	1.4%	\$ 12,510	4.1%
2017 Est	\$ 330,000	1.4%	\$ 9,130	2.8%
2018 Est	\$ 340,000	1.4%	\$ 10,000	3.0%
2019 Est	\$ 350,000	1.4%	\$ 10,000	2.9%
2020 Est	\$ 361,000	1.4%	\$ 11,000	3.1%
Average 6 Year Change (2009 - 2014)			0.0%	
Average 6 Year Change (2010 - 2015)			0.1%	
Average 6 Year Change (2011 - 2016)			2.3%	



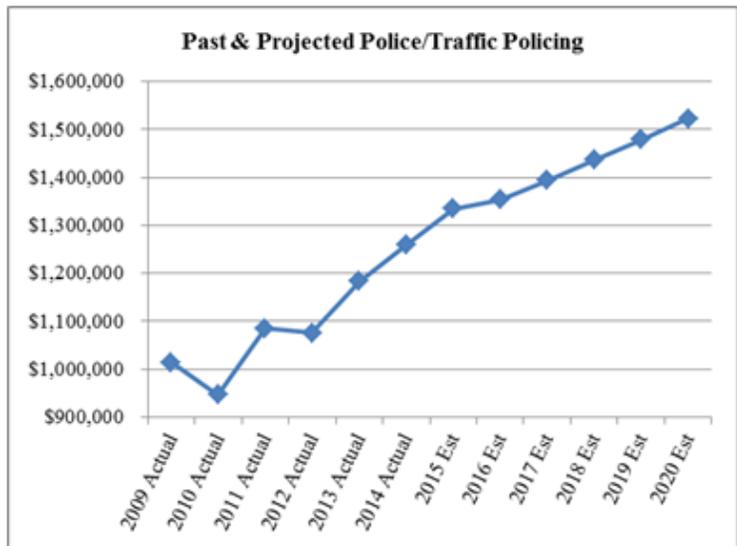
- Court Security: (1 Sergeant and 3 Court Compliance Officers) With a busy Municipal Court and multiple jails we have a need for a strong and efficient Court Security unit. Maintaining security and transporting prisoners includes bringing prisoners from multiple jails to our court, ensuring they are safely detained, and escorting them through the court process. They also assist in the administration of the electronic home monitoring program which is a sentencing alternative that requires consistent monitoring. This unit is also responsible for supervision and monitoring of the work release program.
- Marine Services Unit (MSU): (1 Sergeant and 8 officers although accounted as full time staff elsewhere) MSU enforces laws related to boat operation and marine safety and also responds to various complaints by residents living on the lakes. They do this through safety checks on the boat ramps and also through enforcement on the water. With the amount of lakes we have this is a critical function for our department. This is a part time program and is largely funded through boat licenses and Coast Guard grants.
- SWAT: (2 Sergeants and 10 officers although accounted as full time staff elsewhere.)The function of SWAT is to serve high risk warrants, respond to hostage situations, and handle other incidents requiring specialized tactics or equipment. While these incidents are unpredictable and infrequent, the SWAT function is necessary for when they do occur. The City of Lakewood participates in a regional SWAT team through the Co-op Cities. We have 10 officers that participate, including two negotiators. These officers are also able to bring their tactical training and abilities back to the department which enhances our patrol ability.

Year	Police SWAT	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 60,586	0.3%	\$ 60,586	n/a
2010 Actual	\$ 103,957	0.5%	\$ 43,371	71.6%
2011 Actual	\$ 101,258	0.5%	\$ (2,699)	-2.6%
2012 Actual	\$ 102,896	0.5%	\$ 1,638	1.6%
2013 Actual	\$ 106,189	0.5%	\$ 3,293	3.2%
2014 Actual	\$ 107,997	0.6%	\$ 1,808	1.7%
2015 Est	\$ 73,710	0.3%	\$ (34,287)	-31.7%
2016 Est	\$ 73,710	0.3%	\$ -	0.0%
2017 Est	\$ 76,000	0.3%	\$ 2,290	3.1%
2018 Est	\$ 78,000	0.3%	\$ 2,000	2.6%
2019 Est	\$ 80,000	0.3%	\$ 2,000	2.6%
2020 Est	\$ 82,000	0.3%	\$ 2,000	2.5%
Average 6 Year Change (2009 - 2014)			7.3%	
Average 6 Year Change (2010 - 2015)			-6.8%	
Average 6 Year Change (2011 - 2016)			-6.2%	



- Traffic: (1 Sergeant, 7 Officers, and 1 Community Support Officer) The Traffic Unit is responsible for enforcement of traffic laws and investigation of collisions. While patrol may spend a portion of their shift enforcing traffic, call volume can make that enforcement inconsistent or infrequent. This dedicated unit allows for consistent enforcement and provides officers who specialize in traffic laws and collision investigation, which is a science unto itself.

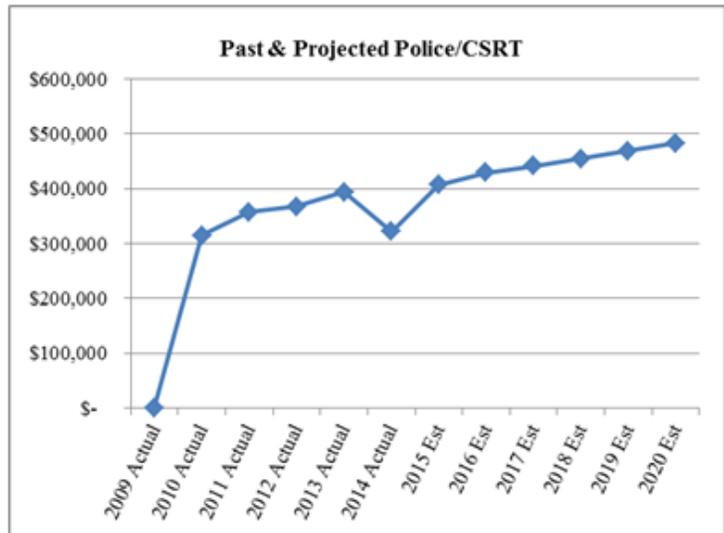
Year	Police Traffic Policing	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 1,014,701	5.3%	\$ 47,152	4.9%
2010 Actual	\$ 947,123	5.0%	\$ (67,578)	-6.7%
2011 Actual	\$ 1,085,217	5.6%	\$ 138,094	14.6%
2012 Actual	\$ 1,076,032	5.6%	\$ (9,185)	-0.8%
2013 Actual	\$ 1,183,591	6.0%	\$ 107,559	10.0%
2014 Actual	\$ 1,259,338	6.4%	\$ 75,747	6.4%
2015 Est	\$ 1,334,190	6.0%	\$ 74,852	5.9%
2016 Est	\$ 1,353,320	6.1%	\$ 19,130	1.4%
2017 Est	\$ 1,394,000	6.1%	\$ 40,680	3.0%
2018 Est	\$ 1,436,000	6.1%	\$ 42,000	3.0%
2019 Est	\$ 1,479,000	6.1%	\$ 43,000	3.0%
2020 Est	\$ 1,523,000	6.1%	\$ 44,000	3.0%
Average 6 Year Change (2009 - 2014)			3.2%	
Average 6 Year Change (2010 - 2015)			4.8%	
Average 6 Year Change (2011 - 2016)			3.3%	



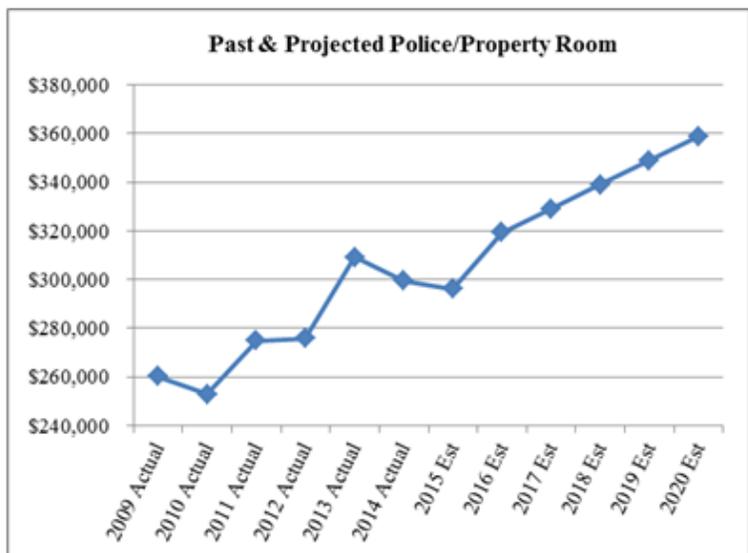
- CSRT: (1 Sergeant, 4 Officers, 2 Community Support Officers, 2 Code Enforcement Officers) The team is comprised of members of the Police, Community Development, and Legal Departments. Together, the team works with the community to address quality of life issues that require enforcement, education, abatement, coordination, and often legal resolution. CSRT assists citizens in neighborhood blight removal, understanding what remedies are available for them when faced with uncomfortable neighbor relations, and pairing people with agency assistance. For consistency the Neighborhood Policing Unit falls under the responsibilities of the CSRT Lieutenant.

- Neighborhood Policing: Lakewood’s Neighborhood Police Officers (NPOs) work directly with neighborhoods to address specific issues related to crime and identifies solutions with the assistance of the community. These officers also monitor patrol activity and address areas requiring repeat responses from patrol to help reduce the calls for service.
- Front Desk reception: (1 CSO with support from the remaining CSOs) Front desk staff greet visitors to the station, provide community support, and take police reports.
- Property Room: (1 supervisor and 2 custodians) This unit accepts and maintains custody of all evidence and property consistent with State and Federal laws. This unit has been regionally recognized for its efficiency and professionalism.

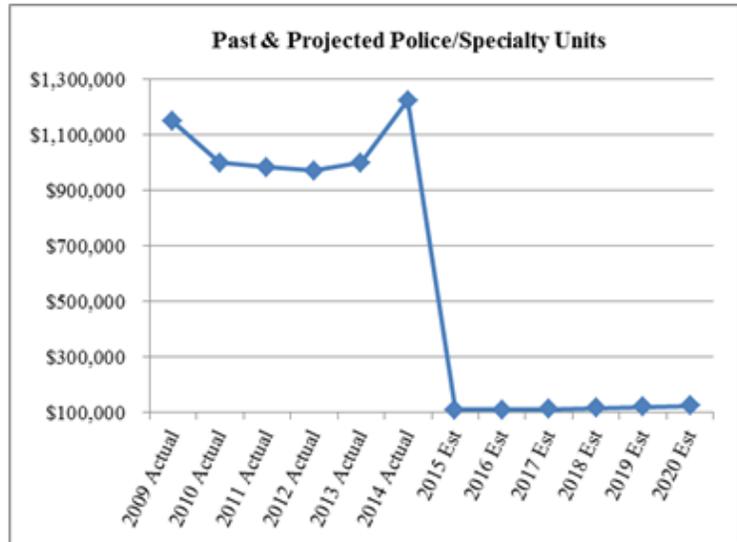
Year	Police CSRT	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ -	0.0%	\$ -	n.a
2010 Actual	\$ 314,446	1.7%	\$ 314,446	n.a
2011 Actual	\$ 357,680	1.9%	\$ 43,234	13.7%
2012 Actual	\$ 367,392	1.9%	\$ 9,712	2.7%
2013 Actual	\$ 394,263	2.0%	\$ 26,871	7.3%
2014 Actual	\$ 321,782	1.6%	\$ (72,481)	-18.4%
2015 Est	\$ 407,430	1.8%	\$ 85,648	26.6%
2016 Est	\$ 429,407	1.9%	\$ 21,977	5.4%
2017 Est	\$ 442,000	1.9%	\$ 12,593	2.9%
2018 Est	\$ 455,000	1.9%	\$ 13,000	2.9%
2019 Est	\$ 469,000	1.9%	\$ 14,000	3.1%
2020 Est	\$ 483,000	1.9%	\$ 14,000	3.0%
Average 6 Year Change (2009 - 2014)				16.7%
Average 6 Year Change (2010 - 2015)				3.8%
Average 6 Year Change (2011 - 2016)				2.8%



Year	Police Property Room	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 260,317	1.4%	\$ 224,317	623.1%
2010 Actual	\$ 252,958	1.3%	\$ (7,359)	-2.8%
2011 Actual	\$ 274,835	1.4%	\$ 21,877	8.6%
2012 Actual	\$ 275,746	1.4%	\$ 911	0.3%
2013 Actual	\$ 309,188	1.6%	\$ 33,442	12.1%
2014 Actual	\$ 299,386	1.5%	\$ (9,802)	-3.2%
2015 Est	\$ 296,270	1.3%	\$ (3,116)	-1.0%
2016 Est	\$ 319,360	1.4%	\$ 23,090	7.8%
2017 Est	\$ 329,000	1.4%	\$ 9,640	3.0%
2018 Est	\$ 339,000	1.4%	\$ 10,000	3.0%
2019 Est	\$ 349,000	1.4%	\$ 10,000	2.9%
2020 Est	\$ 359,000	1.4%	\$ 10,000	2.9%
Average 6 Year Change (2009 - 2014)				2.2%
Average 6 Year Change (2010 - 2015)				2.4%
Average 6 Year Change (2011 - 2016)				2.3%



Year	Police Specialty Units	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 1,149,469	6.0%	\$ 277,760	31.9%
2010 Actual	\$ 1,000,568	5.3%	\$ (148,901)	-13.0%
2011 Actual	\$ 982,802	5.1%	\$ (17,766)	-1.8%
2012 Actual	\$ 970,835	5.0%	\$ (11,967)	-1.2%
2013 Actual	\$ 1,000,039	5.0%	\$ 29,204	3.0%
2014 Actual	\$ 1,223,404	6.2%	\$ 223,365	22.3%
2015 Est	\$ 110,850	0.5%	\$ (1,112,554)	-90.9%
2016 Est	\$ 110,850	0.5%	\$ -	0.0%
2017 Est	\$ 114,000	0.5%	\$ 3,150	2.8%
2018 Est	\$ 117,000	0.5%	\$ 3,000	2.6%
2019 Est	\$ 121,000	0.5%	\$ 4,000	3.4%
2020 Est	\$ 125,000	0.5%	\$ 4,000	3.3%
Average 6 Year Change (2009 - 2014)				1.0%
Average 6 Year Change (2010 - 2015)				-133.8%
Average 6 Year Change (2011 - 2016)				-131.1%



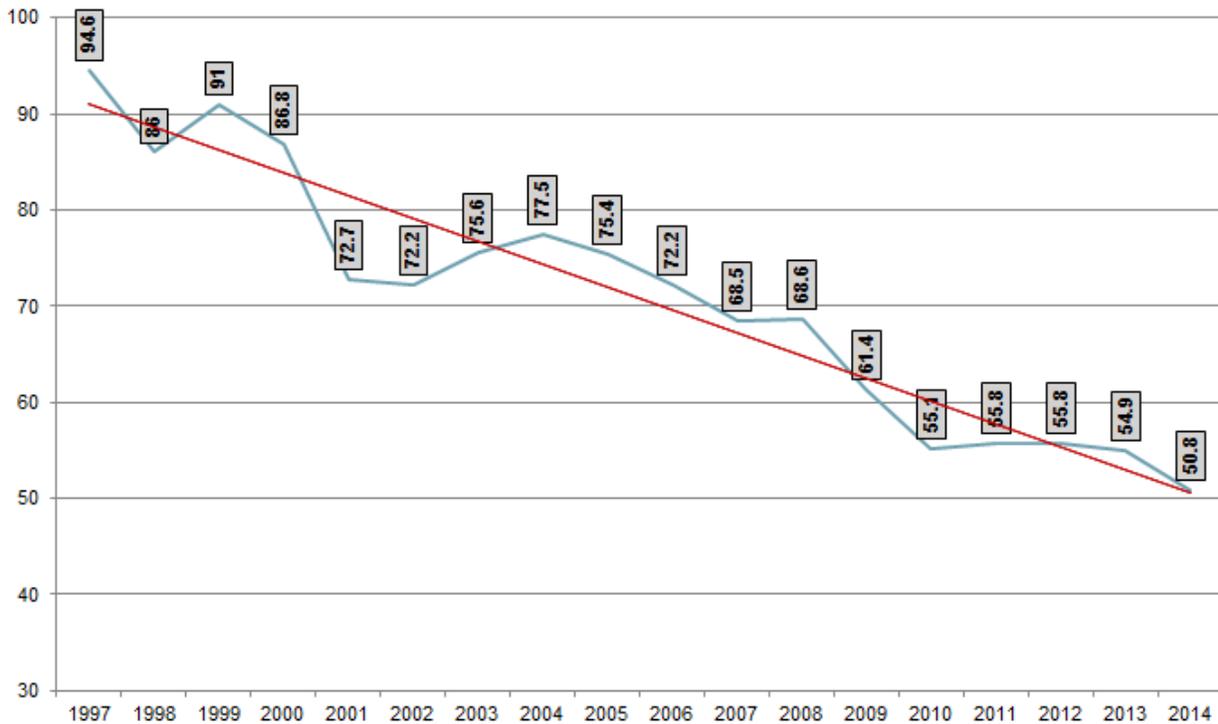
Partnerships

Creating a successful department requires a great deal of teamwork, continual training, partnering with other public safety departments, and a strong belief in the Police Department’s mission. In order to enhance the mission and protect the public, LPD is involved in several partnerships. One of these partnerships is with South Sound 911 (SS911). A new program being offered by SS911 is called PredPol, predictive policing software that uses algorithms to predict the location of future property crime. This software has been successfully implemented and yielded great results in cities across the country and is another example of LPD taking advantage of an opportunity to decrease the crime rate in Lakewood even further.

Historical Crime Rates

Police Departments in Washington State report their crime statistics to the Washington Association of Sheriffs and Police Chiefs (WASPC). The intent of the uniform reporting is to create a method to compare the same types of crimes amongst all of the participating entities that report into the system. While the intent of this system is well meaning it is not a perfect system. Departments are able to self-report and able to decide what the definition of a type of crime is and whether it fits into the particular crime type for reporting purposes. Different cities define certain crimes in different ways and it is difficult to compare crime accurately. While Lakewood has seen a significant decrease in all types of crimes it is important to mention the challenges, comparing crime levels between cities.

Total crime in Lakewood has dropped nearly 50% since incorporation. Property crime and violent crime has dropped by nearly 50% since incorporation. These decreases in crime have come thanks to the availability of resources that were made possible by forming a new city. Public safety has been a major priority for the City Council and this was emphasized by forming LPD in 2004.



Source: City of Lakewood Crime Analyst

The Cost of Crime

Combating crime can be an expensive endeavor for a municipality. Decreasing crime has several tangible and intangible costs associated with it. Department expenses include personnel costs, training, supplies and vehicle costs, among others. The public safety system also includes the legal teams involved and the jail systems. These are all examples of tangible costs. There are also the intangible costs that are more difficult to quantify. Quality-of-life and the cost of crime to society are two examples. The analysis that has been conducted by the City of Kent and by the Rand Corporation have helped guide the approach that has been taken to establish what crime is costing society.

The City of Kent conducted a study to account for the costs of their criminal justice system with a special emphasis on the cost of their jail system. Researchers have attempted to quantify the costs for various major crimes in terms of the tangible and intangible costs. The table below shows the cost that three such studies determined as well as an average cost for the crimes. There are two methods applied in the studies. The accounting-based method attempts to determine the cost of crime that society pays. Factors include items such as cost to victims, cost for the judicial process, incarceration, and property loss. The second method is contingent-valuation and is based on individual willingness to pay for reductions of various types of crimes.

Lakewood used the Rand Corporation’s cost of crime tool which takes the data from Table 1 to determine costs for types of crimes. The analysis was taken another step forward and adjusted to account for increased inflation using the IRS Inflation Calculator. Using these figures, staff was able to determine the number of times each of the listed crimes occurred within the City of Lakewood and thus the annual ‘cost of crime’. The annual cost of crime totals includes Accounting-Based Methods: criminal justice cost, loss of offender productivity, cost of property or medical expense, incarceration costs, future enforcement cost as well as Contingent-Valuation Method: society’s willingness to pay in order to prevent (survey conducted in 2004, Cohen, Rust, Steen, and Tidd). The analysis also includes intangible costs such as an individual’s unwillingness to move to a new neighborhood because of crime rates and considers an amount for

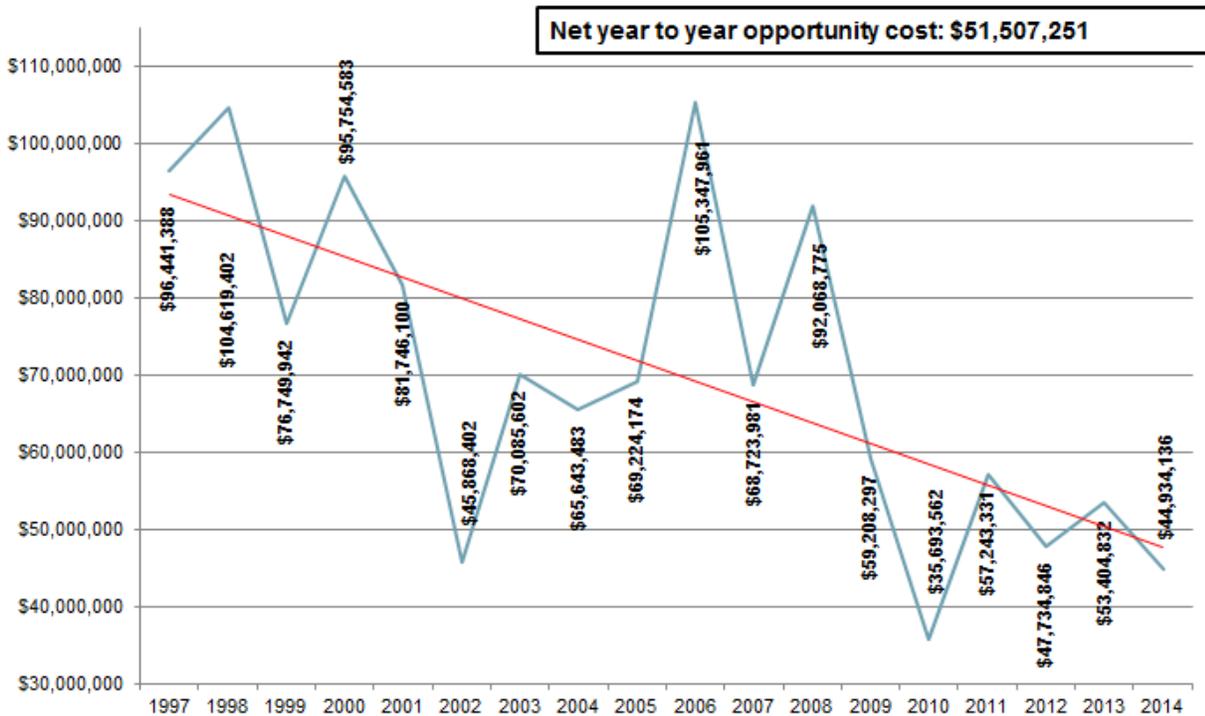
psychological costs. The crimes selected for analysis are crimes that the FBI uses to create their annual crime index.

Cost-of-Crime Estimates from Three Studies

Index Crime Type	Accounting-Based Methods		Contingent-Valuation Method	Average
	Cohen and Piquero (2009) ^a	French, McColister, and Reznik (2004)	Cohen, Rust, et al. (2004)	
Homicide	5,000,000	9,339,330	11,608,317	8,649,216
Rape	150,000	219,973	283,626	217,866
Robbery	23,000	51,117	127,715 ^b	67,277
Serious assault	55,000	122,943	83,771	87,238
Burglary	5,000	4,370	29,918	13,096
Larceny	2,800	1,478	N/A	2,139
Motor-vehicle theft	9,000	9,158	N/A	9,079

NOTE: Figures are in 2007 dollars. N/A = a crime type that was not examined in the given study.
^a This study is based on the highly cited study by Miller, Cohen, and Wiersema (1996) but updates the cost estimates to include criminal justice costs and lost offender productivity.
^b Cohen et al. (2004) focus on armed robbery, while other studies and the UCR program focus on robbery more generally, which includes less severe forms of robbery. Cohen and Piquero (2009) separately calculate cost estimates for both armed robbery and robbery and find the cost of a typical armed robbery to be 2.2 times the cost of a typical robbery. We thus adjust the Cohen et al. (2004) number by dividing it by 2.2 to approximate the cost of a generic robbery.

The results below show that there have been significant savings thanks to the public safety efforts in Lakewood. The table below shows the total cost per year for crimes in Lakewood since 1997. The amount was achieved by taking the difference in cost per year and calculating the net difference between each year. For example there was an increase between 1997 and 1998 of approximately \$8 million and between 2001 and 2002 there was a net savings of nearly \$36 million. The total opportunity costs since 1997 has grown to over \$51 million. The primary cost to society, by far, is homicide at nearly \$10 million per incident. There are several influences that make this cost the highest, including the time commitment that is involved in solving the case and the value of someone’s life, which is accounted for by previous studies of public safety costs and several quality of life studies. The net difference in the cost of crime per year is spread out across society and not a direct cost savings to the City, but this level of analysis helps to show that decreases in crime generally indicate fiscal savings to citizens.



Next Steps:

LPD has proven time and again that their services to the community protect people and has led to significant decreases in crime rates. The analysis also shows that they have created savings by decreasing and preventing crimes. Over the years LPD has added and modified programs as the need arises to make critical changes to stay ahead of the curve in the public safety arena. However, there is always room to adapt and adopt new programs and measures that can further expand upon current levels of success.

The LPD has reached a maturity that requires the department to make fine-tuned adjustments. Police departments are held accountable as protectors of the peace. Police departments are also held accountable for being good stewards with tax dollars. LPD has a great track record of lowering crime and for being a regional partner when it comes to joint police operations. To continue this trend and to continue to decrease crime there are a few items that may provide even better outcomes than what has been achieved to date.

- Create a more in-depth annual report: The department’s annual report is an opportunity to tell a story to both the City Council and to the community. This document would contain the annual message from the chief, updates on changes to the department, a review of how the budget, crime statistics, details about individual divisions, and progress towards the department work program. This information combined with a professional layout will help to better document the work that the department accomplishes each year.
- Update the crime statistics/analytics: The reporting method for WASPC changed in recent years. When LPD provides crime rate charts to the City Council they are selecting certain crimes that are based on the numbers that are reported to WASPC. Under the older method called UCR, certain types of crimes were considered into the total crime counts. Under the new method called NIBRS there are different crimes counted and while it is a similar method to UCR it does not count the same crimes in the same manner. To continue with the graphical representation of crimes that are presented to the City Council under the UCR method, the Police Department has continued to count crimes under the older system so as to not make the data appear skewed with the new counting system. The NIBRS

method for counting crime would have made the crime graphs look as if crime had increased when in fact it was simply being counted in a different manner.

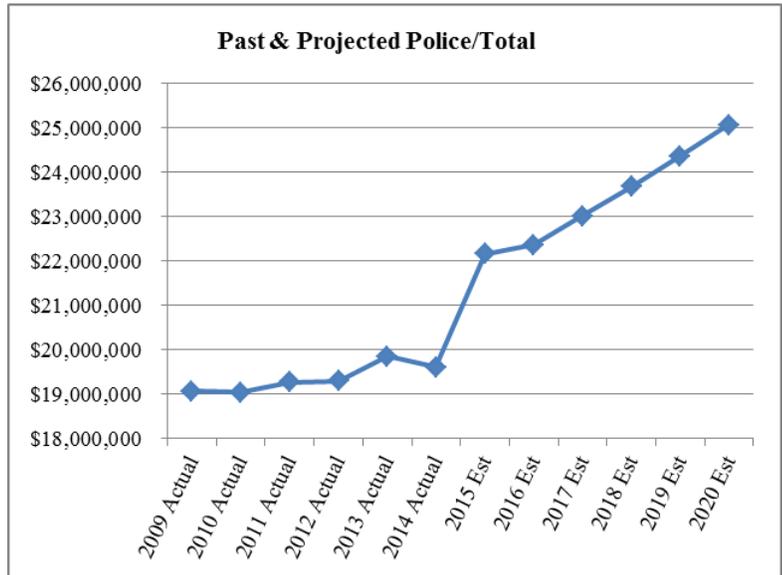
LPD has continued to share crime data with the City Council using the UCR methodology. This means that certain crimes factor into the regular updates that LPD provides on crime statistics. However, the department has changed to the NIBRS method of crime analytics for their official reports to the State. The crime analyst then must create a report for the State using one system and a report for the City Council using a different system. The switch to one system would mean that the historical data would need to be weighted to reflect the current method for tracking crime. NIBRS is considered to be the current standard for both WASPC and the FBI and as such the City should be using this single method for counting and reporting statistics.

Another item that has been explored but not yet implemented is the use of heat mapping to provide a better visual of ebbs and flows of crime in Lakewood. Heat map drafts have been created but the method for producing them on a regular basis has not yet been fully examined. Heat maps take into account the amount and type of crime that occurs in an area of the city and uses pins with various colors and size to indicate the frequency and scale of crime in different parts of Lakewood. A product that shows where crime is occurring would be a helpful tool in addition to the regular statistics.

- Continue to monitor and improve performance measures: LPD tracks many items to measure their performance. By reporting on performance of each program or division the LPD now has a better method of showing accountability at a higher level of detail than ever before. The collection of data to track performance should continue and the department should review this data on an annual basis to determine if there are different measures that should be used or if there have been changes to the data that may need further explanation.
- Review the PredPol pilot program: PredPol is a predictive policing program that suggests locations for patrol personnel to patrol. The locations are based on crime data and the program has led to significant decreases in property crimes in jurisdictions that have utilized the software. Tacoma was one such department and has seen the benefits of PredPol. The current use of the program is through South Sound 911 (SS911) on a trial basis. If this program is shown to be effective in Lakewood and in the other jurisdictions, LPD should work with SS911 to establish a group rate to be able to continue to take advantage of the program. LPD's use of the program is just another example of how the department is fine tuning their approach to policing the community.

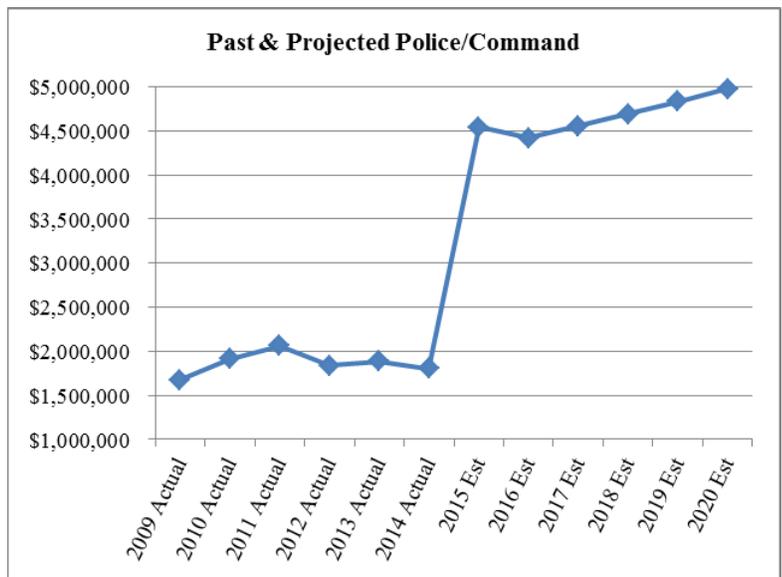
Expenditure Trend Analysis – Police Department

Year	Total Police	% of G/S Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 19,064,037	54.4%	\$ 1,277,722	7.2%
2010 Actual	\$ 19,032,396	55.8%	\$ (31,641)	-0.2%
2011 Actual	\$ 19,265,013	54.7%	\$ 232,617	1.2%
2012 Actual	\$ 19,297,760	56.7%	\$ 32,747	0.2%
2013 Actual	\$ 19,844,705	56.2%	\$ 546,945	2.8%
2014 Actual	\$ 19,600,949	55.4%	\$ (243,756)	-1.2%
2015 Est	\$ 22,150,722	62.5%	\$ 2,549,773	13.0%
2016 Est	\$ 22,359,315	61.9%	\$ 208,593	0.9%
2017 Est	\$ 23,006,000	61.1%	\$ 646,685	2.9%
2018 Est	\$ 23,673,000	60.9%	\$ 667,000	2.9%
2019 Est	\$ 24,360,000	60.9%	\$ 687,000	2.9%
2020 Est	\$ 25,067,000	60.9%	\$ 707,000	2.9%
Average 6 Year Change (2009 - 2014)			0.5%	
Average 6 Year Change (2010 - 2015)			2.3%	
Average 6 Year Change (2011 - 2016)			2.3%	



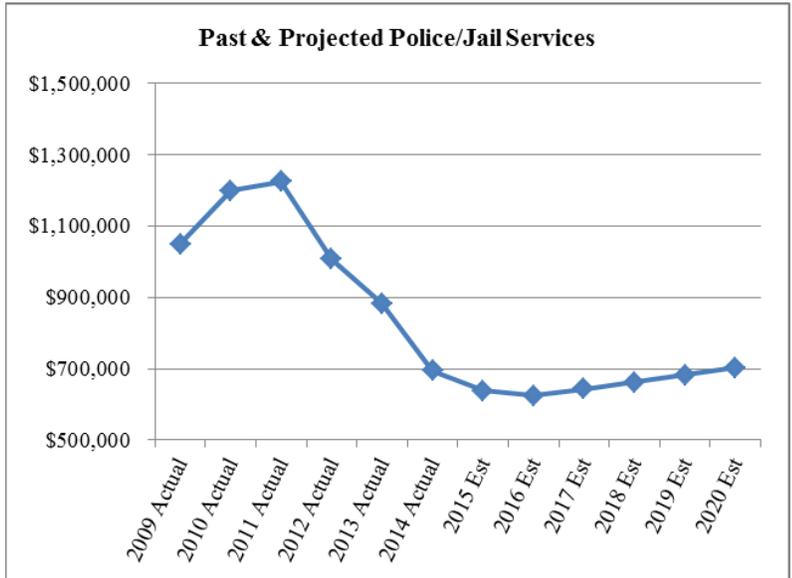
The increase in 2015 is due primarily to personnel cost increases and allocation of internal service charges related to risk management and contributions to fleet and equipment reserves directly to the Police Department.

Year	Police Command	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 1,674,804	8.8%	\$ (110,141)	-6.2%
2010 Actual	\$ 1,912,891	10.1%	\$ 238,087	14.2%
2011 Actual	\$ 2,060,187	10.7%	\$ 147,296	7.7%
2012 Actual	\$ 1,835,726	9.5%	\$ (224,461)	-10.9%
2013 Actual	\$ 1,887,065	9.5%	\$ 51,339	2.8%
2014 Actual	\$ 1,804,138	9.2%	\$ (82,927)	-4.4%
2015 Est	\$ 4,539,660	20.5%	\$ 2,735,522	151.6%
2016 Est	\$ 4,423,928	19.8%	\$ (115,732)	-2.5%
2017 Est	\$ 4,557,000	19.8%	\$ 133,072	3.0%
2018 Est	\$ 4,694,000	19.8%	\$ 137,000	3.0%
2019 Est	\$ 4,835,000	19.8%	\$ 141,000	3.0%
2020 Est	\$ 4,980,000	19.9%	\$ 145,000	3.0%
Average 6 Year Change (2009 - 2014)			1.2%	
Average 6 Year Change (2010 - 2015)			9.6%	
Average 6 Year Change (2011 - 2016)			8.9%	



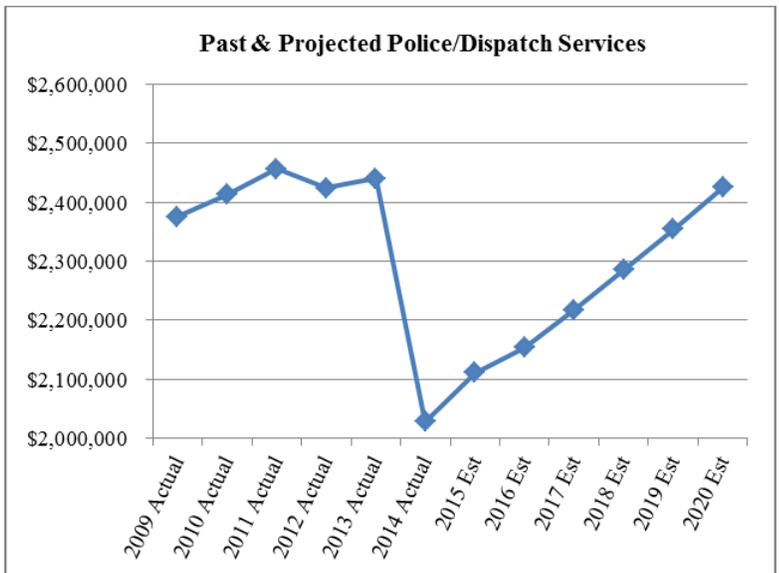
2015 estimated increase over 2014 is due to allocation of internal service charges (fleet & equipment including accumulating replacement reserves, risk management, property management of police station, and information technology) directly to the benefiting department. Prior to 2015, expenditures related to internal service operations were budgeted throughout the Police Department and Non-Departmental. The decrease in 2016 is due to a decrease in in estimated deductibles for claims prior to 2014. A 3% inflationary increase is projected for years 2017 through 2020.

Year	Police Jail Services	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 1,049,715	5.5%	\$ (108,411)	-9.4%
2010 Actual	\$ 1,198,375	6.3%	\$ 148,660	14.2%
2011 Actual	\$ 1,224,888	6.4%	\$ 26,513	2.2%
2012 Actual	\$ 1,007,157	5.2%	\$ (217,731)	-17.8%
2013 Actual	\$ 883,655	4.5%	\$ (123,502)	-12.3%
2014 Actual	\$ 693,896	3.5%	\$ (189,759)	-21.5%
2015 Est	\$ 638,060	2.9%	\$ (55,836)	-8.0%
2016 Est	\$ 624,240	2.8%	\$ (13,820)	-2.2%
2017 Est	\$ 643,000	2.8%	\$ 18,760	3.0%
2018 Est	\$ 662,000	2.8%	\$ 19,000	3.0%
2019 Est	\$ 682,000	2.8%	\$ 20,000	3.0%
2020 Est	\$ 702,000	2.8%	\$ 20,000	2.9%
Average 6 Year Change (2009 - 2014)				-8.5%
Average 6 Year Change (2010 - 2015)				-14.6%
Average 6 Year Change (2011 - 2016)				-16.0%



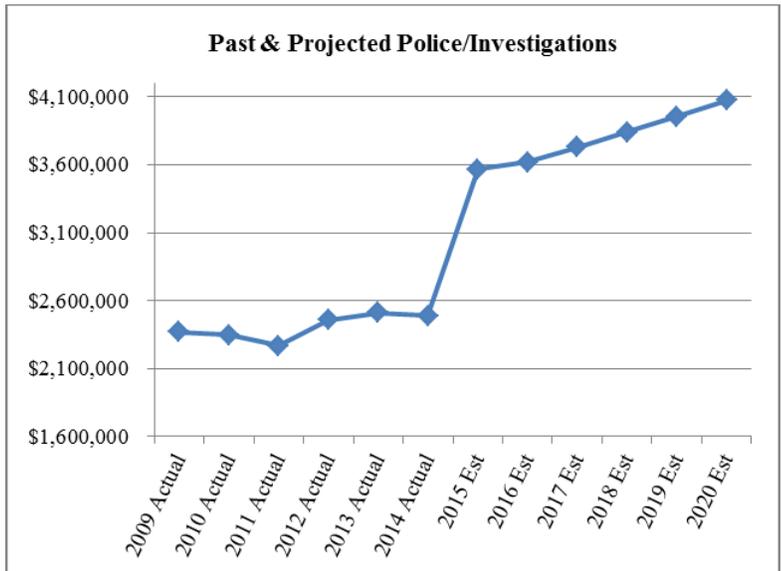
The decrease in jail services beginning in 2014 is due to increasing utilization of the Nisqually facility, decreasing usage of the Pierce County facility and eliminating the Wapato contract in 2015. A 3% inflationary increase is projected for years 2017 through 2020.

Year	Police Dispatch Svcs	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 2,375,705	12.5%	\$ 156,365	7.0%
2010 Actual	\$ 2,413,447	12.7%	\$ 37,742	1.6%
2011 Actual	\$ 2,456,743	12.8%	\$ 43,296	1.8%
2012 Actual	\$ 2,424,764	12.6%	\$ (31,979)	-1.3%
2013 Actual	\$ 2,440,224	12.3%	\$ 15,460	0.6%
2014 Actual	\$ 2,027,605	10.3%	\$ (412,619)	-16.9%
2015 Est	\$ 2,111,410	9.5%	\$ 83,805	4.1%
2016 Est	\$ 2,153,869	9.6%	\$ 42,459	2.0%
2017 Est	\$ 2,218,000	9.6%	\$ 64,131	3.0%
2018 Est	\$ 2,285,000	9.7%	\$ 67,000	3.0%
2019 Est	\$ 2,354,000	9.7%	\$ 69,000	3.0%
2020 Est	\$ 2,425,000	9.7%	\$ 71,000	3.0%
Average 6 Year Change (2009 - 2014)				-2.9%
Average 6 Year Change (2010 - 2015)				-2.4%
Average 6 Year Change (2011 - 2016)				-2.3%



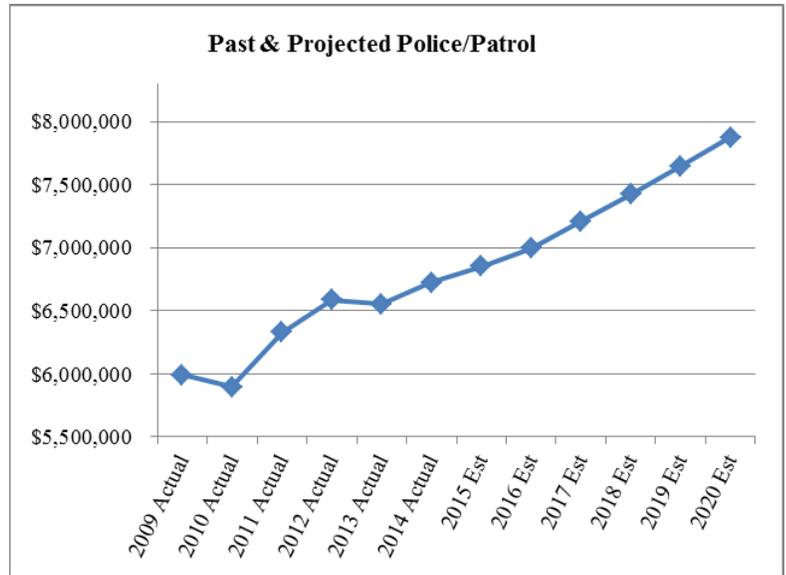
Prior to 2013 the City contracted with Local Enforcement Support Agency (LESA) to provide dispatch services and in 2014 began contracting with South Sound 911 (SS911). Radio communication services are provided by the City of Tacoma. The decrease in 2014 is due to a reduction in costs for records, warrants. A 3% inflationary increase is projected for years 2017 through 2020.

Year	Police Investigations	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 2,372,211	12.4%	\$ 196,515	9.0%
2010 Actual	\$ 2,347,695	12.3%	\$ (24,516)	-1.0%
2011 Actual	\$ 2,269,674	11.8%	\$ (78,021)	-3.3%
2012 Actual	\$ 2,458,584	12.7%	\$ 188,910	8.3%
2013 Actual	\$ 2,512,500	12.7%	\$ 53,916	2.2%
2014 Actual	\$ 2,491,608	12.7%	\$ (20,892)	-0.8%
2015 Est	\$ 3,566,000	16.1%	\$ 1,074,392	43.1%
2016 Est	\$ 3,620,550	16.2%	\$ 54,550	1.5%
2017 Est	\$ 3,729,000	16.2%	\$ 108,450	3.0%
2018 Est	\$ 3,841,000	16.2%	\$ 112,000	3.0%
2019 Est	\$ 3,956,000	16.2%	\$ 115,000	3.0%
2020 Est	\$ 4,075,000	16.3%	\$ 119,000	3.0%
Average 6 Year Change (2009 - 2014)			0.8%	
Average 6 Year Change (2010 - 2015)			5.7%	
Average 6 Year Change (2011 - 2016)			6.2%	



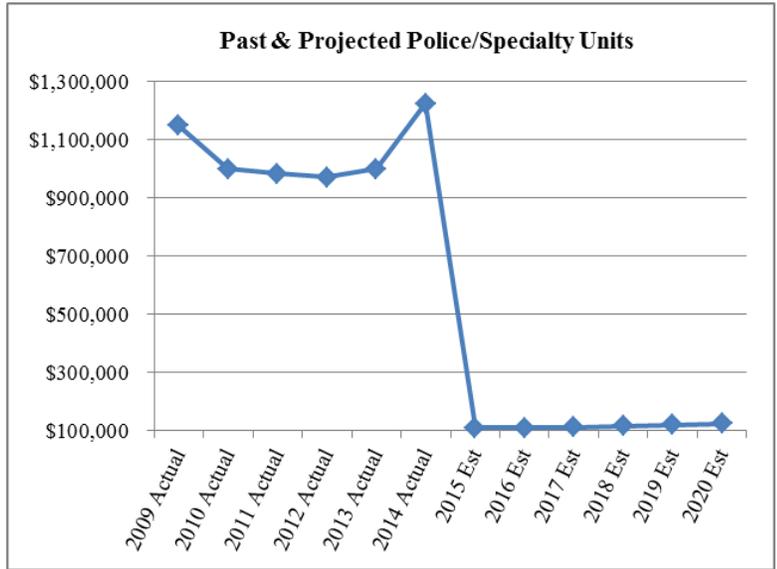
The increase beginning in 2015 is due to primarily to a general increase in personnel costs and reallocation of personnel from other divisions to the Investigations Division. Other divisions will see a reduction as a result. A 3% inflationary increase is projected for years 2017 through 2020.

Year	Police Patrol	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 5,991,591	31.4%	\$ 204,951	3.5%
2010 Actual	\$ 5,897,524	31.0%	\$ (94,067)	-1.6%
2011 Actual	\$ 6,327,816	32.8%	\$ 430,292	7.3%
2012 Actual	\$ 6,586,617	34.1%	\$ 258,801	4.1%
2013 Actual	\$ 6,553,810	33.0%	\$ (32,807)	-0.5%
2014 Actual	\$ 6,722,494	34.3%	\$ 168,684	2.6%
2015 Est	\$ 6,853,947	30.9%	\$ 131,453	2.0%
2016 Est	\$ 6,997,736	31.3%	\$ 143,789	2.1%
2017 Est	\$ 7,208,000	31.3%	\$ 210,264	3.0%
2018 Est	\$ 7,424,000	31.4%	\$ 216,000	3.0%
2019 Est	\$ 7,647,000	31.4%	\$ 223,000	3.0%
2020 Est	\$ 7,876,000	31.4%	\$ 229,000	3.0%
Average 6 Year Change (2009 - 2014)			1.8%	
Average 6 Year Change (2010 - 2015)			2.3%	
Average 6 Year Change (2011 - 2016)			1.6%	



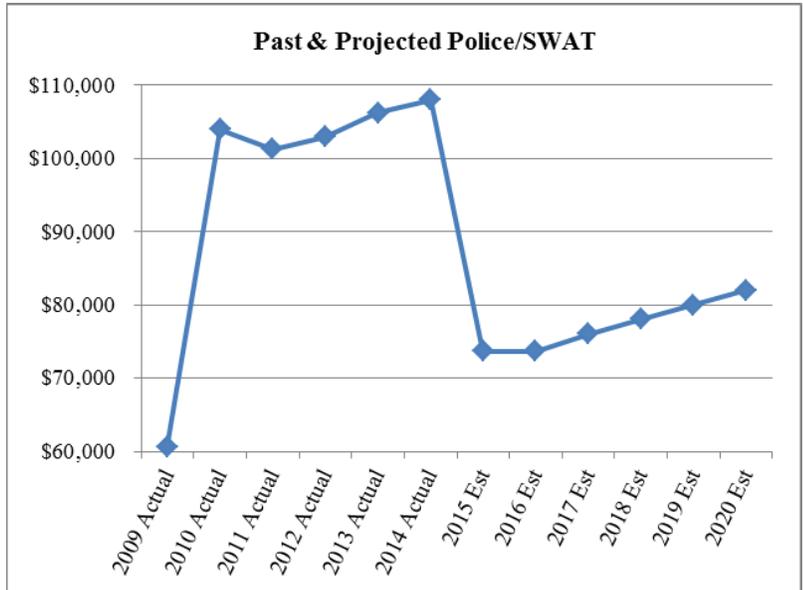
The increase beginning in 2014 is due primarily to a general increase in personnel costs. The increase beginning in 2015 is due primarily to a general increase in personnel costs and staffing levels which is partially offset by decreases in internal service fund related expenditures that is now accounted for as internal service charges in the Command Division. A 3% inflationary increase is projected for years 2017 through 2020.

Year	Police Specialty Units	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 1,149,469	6.0%	\$ 277,760	31.9%
2010 Actual	\$ 1,000,568	5.3%	\$ (148,901)	-13.0%
2011 Actual	\$ 982,802	5.1%	\$ (17,766)	-1.8%
2012 Actual	\$ 970,835	5.0%	\$ (11,967)	-1.2%
2013 Actual	\$ 1,000,039	5.0%	\$ 29,204	3.0%
2014 Actual	\$ 1,223,404	6.2%	\$ 223,365	22.3%
2015 Est	\$ 110,850	0.5%	\$ (1,112,554)	-90.9%
2016 Est	\$ 110,850	0.5%	\$ -	0.0%
2017 Est	\$ 114,000	0.5%	\$ 3,150	2.8%
2018 Est	\$ 117,000	0.5%	\$ 3,000	2.6%
2019 Est	\$ 121,000	0.5%	\$ 4,000	3.4%
2020 Est	\$ 125,000	0.5%	\$ 4,000	3.3%
Average 6 Year Change (2009 - 2014)				1.0%
Average 6 Year Change (2010 - 2015)				-133.8%
Average 6 Year Change (2011 - 2016)				-131.1%



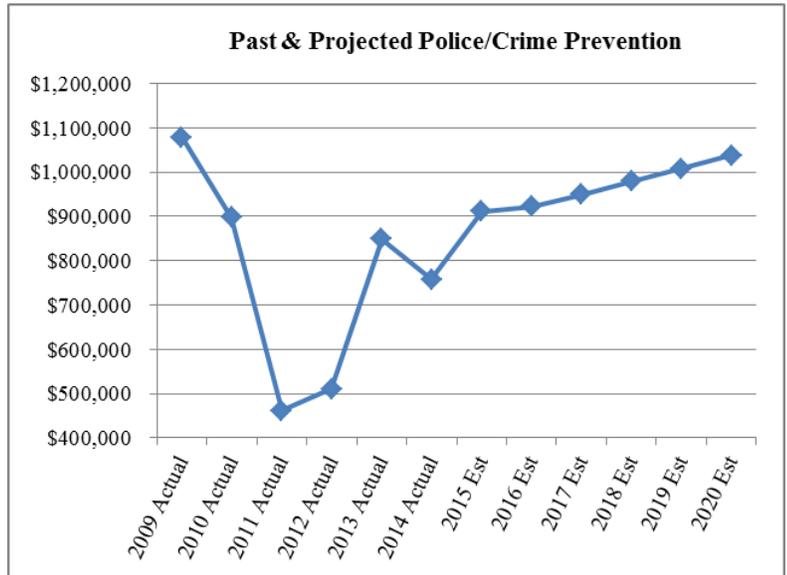
The decrease beginning in 2015 is due to primarily to reallocation of personnel to other divisions and some reallocation of internal service fund related expenditures that is now accounted for as internal service charges in the Command Division. A 3% inflationary increase is projected for years 2017 through 2020.

Year	Police SWAT	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 60,586	0.3%	\$ 60,586	n/a
2010 Actual	\$ 103,957	0.5%	\$ 43,371	71.6%
2011 Actual	\$ 101,258	0.5%	\$ (2,699)	-2.6%
2012 Actual	\$ 102,896	0.5%	\$ 1,638	1.6%
2013 Actual	\$ 106,189	0.5%	\$ 3,293	3.2%
2014 Actual	\$ 107,997	0.6%	\$ 1,808	1.7%
2015 Est	\$ 73,710	0.3%	\$ (34,287)	-31.7%
2016 Est	\$ 73,710	0.3%	\$ -	0.0%
2017 Est	\$ 76,000	0.3%	\$ 2,290	3.1%
2018 Est	\$ 78,000	0.3%	\$ 2,000	2.6%
2019 Est	\$ 80,000	0.3%	\$ 2,000	2.6%
2020 Est	\$ 82,000	0.3%	\$ 2,000	2.5%
Average 6 Year Change (2009 - 2014)				7.3%
Average 6 Year Change (2010 - 2015)				-6.8%
Average 6 Year Change (2011 - 2016)				-6.2%



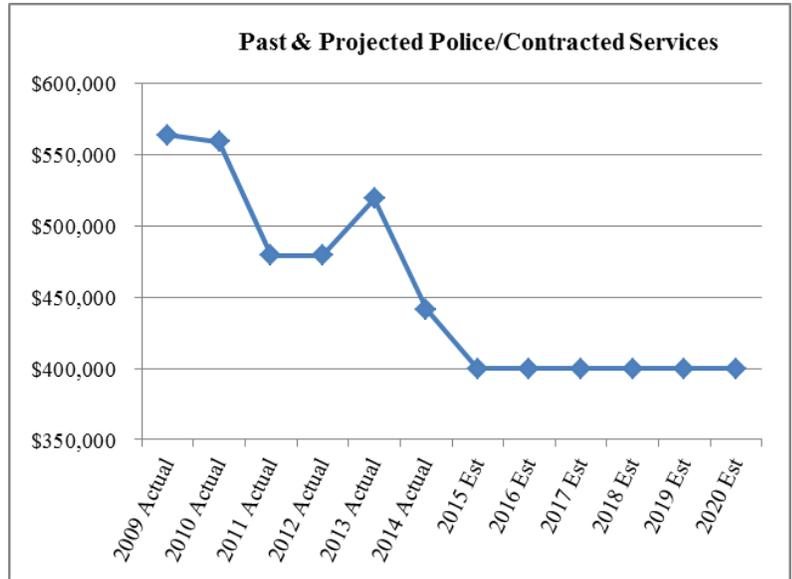
The decrease beginning in 2015 is due to primarily to reallocation of personnel to another division. A 3% inflationary increase is projected for years 2017 through 2020.

Year	Police Crime Prevention	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 1,079,277	5.7%	\$ (176,250)	-14.0%
2010 Actual	\$ 897,543	4.7%	\$ (181,734)	-16.8%
2011 Actual	\$ 461,566	2.4%	\$ (435,977)	-48.6%
2012 Actual	\$ 511,007	2.6%	\$ 49,441	10.7%
2013 Actual	\$ 848,470	4.3%	\$ 337,463	66.0%
2014 Actual	\$ 757,439	3.9%	\$ (91,031)	-10.7%
2015 Est	\$ 911,480	4.1%	\$ 154,041	20.3%
2016 Est	\$ 922,670	4.1%	\$ 11,190	1.2%
2017 Est	\$ 950,000	4.1%	\$ 27,330	3.0%
2018 Est	\$ 979,000	4.1%	\$ 29,000	3.1%
2019 Est	\$ 1,008,000	4.1%	\$ 29,000	3.0%
2020 Est	\$ 1,038,000	4.1%	\$ 30,000	3.0%
Average 6 Year Change (2009 - 2014)			-7.1%	
Average 6 Year Change (2010 - 2015)			0.3%	
Average 6 Year Change (2011 - 2016)			8.3%	



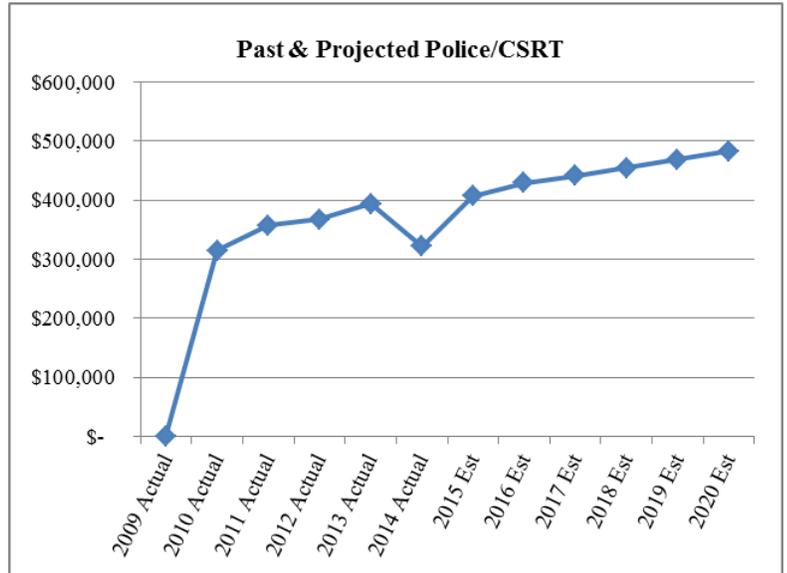
The changes prior to 2014 are due primarily to changes in allocation of personnel resources in the Crime Prevention Division. The increase beginning in 2015 is due to a general increase in personnel costs. A 3% inflationary increase is projected for years 2017 through 2020.

Year	Police Contracted Svcs	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 563,895	3.0%	\$ 381,436	209.1%
2010 Actual	\$ 559,088	2.9%	\$ (4,807)	-0.9%
2011 Actual	\$ 479,452	2.5%	\$ (79,636)	-14.2%
2012 Actual	\$ 479,368	2.5%	\$ (84)	0.0%
2013 Actual	\$ 519,277	2.6%	\$ 39,909	8.3%
2014 Actual	\$ 441,460	2.3%	\$ (77,817)	-15.0%
2015 Est	\$ 400,000	1.8%	\$ (41,460)	-9.4%
2016 Est	\$ 400,000	1.8%	\$ -	0.0%
2017 Est	\$ 400,000	1.7%	\$ -	0.0%
2018 Est	\$ 400,000	1.7%	\$ -	0.0%
2019 Est	\$ 400,000	1.6%	\$ -	0.0%
2020 Est	\$ 400,000	1.6%	\$ -	0.0%
Average 6 Year Change (2009 - 2014)			-4.6%	
Average 6 Year Change (2010 - 2015)			-6.6%	
Average 6 Year Change (2011 - 2016)			-3.3%	



The changes compared are due to reimbursable extra duty contracted services provided to public and private agencies. For budget purposes, no inflationary increase was added as any increase will be offset by contract revenue.

Year	Police CSRT	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ -	0.0%	\$ -	n/a
2010 Actual	\$ 314,446	1.7%	\$ 314,446	n/a
2011 Actual	\$ 357,680	1.9%	\$ 43,234	13.7%
2012 Actual	\$ 367,392	1.9%	\$ 9,712	2.7%
2013 Actual	\$ 394,263	2.0%	\$ 26,871	7.3%
2014 Actual	\$ 321,782	1.6%	\$ (72,481)	-18.4%
2015 Est	\$ 407,430	1.8%	\$ 85,648	26.6%
2016 Est	\$ 429,407	1.9%	\$ 21,977	5.4%
2017 Est	\$ 442,000	1.9%	\$ 12,593	2.9%
2018 Est	\$ 455,000	1.9%	\$ 13,000	2.9%
2019 Est	\$ 469,000	1.9%	\$ 14,000	3.1%
2020 Est	\$ 483,000	1.9%	\$ 14,000	3.0%
Average 6 Year Change (2009 - 2014)				16.7%
Average 6 Year Change (2010 - 2015)				3.8%
Average 6 Year Change (2011 - 2016)				2.8%



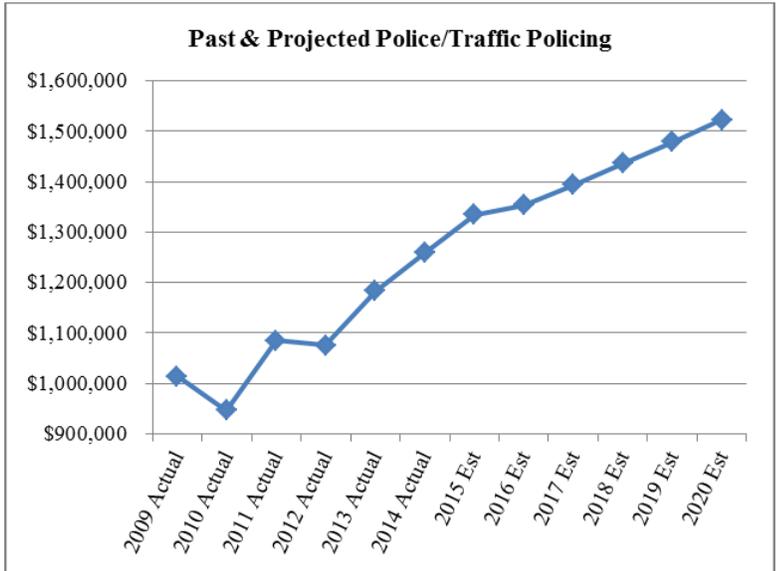
The changes are due primarily to changes in allocation of personnel resources in the Community Services Resource Team (CSRT) Division to include code enforcement that was previously accounted for under the Community and Economic Development Department. Also, the increase beginning in 2015 is due to a general increase in personnel costs. A 3% inflationary increase is projected for years 2017 through 2020.

Year	Police Training	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 160,885	0.8%	\$ 160,885	n/a
2010 Actual	\$ 139,965	0.7%	\$ (20,920)	-13.0%
2011 Actual	\$ 192,417	1.0%	\$ 52,452	37.5%
2012 Actual	\$ 192,524	1.0%	\$ 107	0.1%
2013 Actual	\$ 179,494	0.9%	\$ (13,030)	-6.8%
2014 Actual	\$ 217,496	1.1%	\$ 38,002	21.2%
2015 Est	\$ 107,425	0.5%	\$ (110,071)	-50.6%
2016 Est	\$ 107,425	0.5%	\$ -	0.0%
2017 Est	\$ 111,000	0.5%	\$ 3,575	3.3%
2018 Est	\$ 114,000	0.5%	\$ 3,000	2.7%
2019 Est	\$ 117,000	0.5%	\$ 3,000	2.6%
2020 Est	\$ 121,000	0.5%	\$ 4,000	3.4%
Average 6 Year Change (2009 - 2014)				4.3%
Average 6 Year Change (2010 - 2015)				-5.0%
Average 6 Year Change (2011 - 2016)				-13.2%



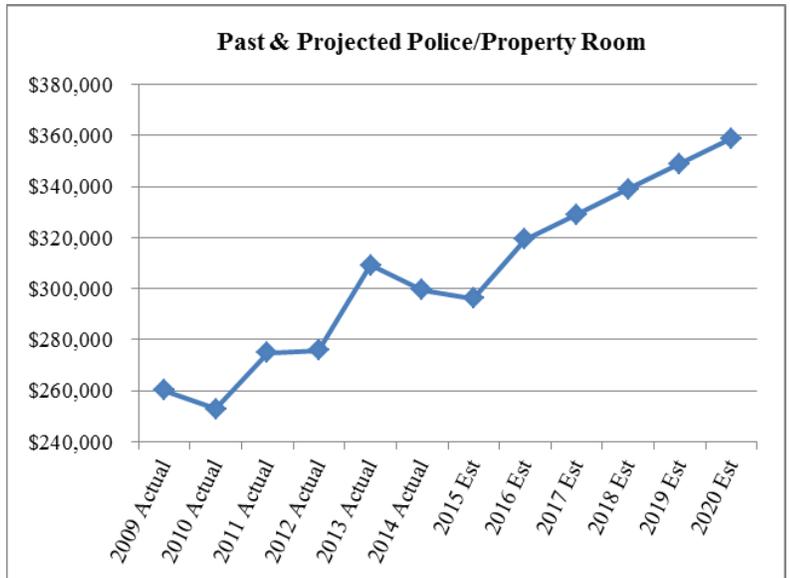
The decrease beginning in 2015 is due to primarily to reallocation of personnel to another division. A 3% inflationary increase is projected for years 2017 through 2020.

Year	Police Traffic Policing	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 1,014,701	5.3%	\$ 47,152	4.9%
2010 Actual	\$ 947,123	5.0%	\$ (67,578)	-6.7%
2011 Actual	\$ 1,085,217	5.6%	\$ 138,094	14.6%
2012 Actual	\$ 1,076,032	5.6%	\$ (9,185)	-0.8%
2013 Actual	\$ 1,183,591	6.0%	\$ 107,559	10.0%
2014 Actual	\$ 1,259,338	6.4%	\$ 75,747	6.4%
2015 Est	\$ 1,334,190	6.0%	\$ 74,852	5.9%
2016 Est	\$ 1,353,320	6.1%	\$ 19,130	1.4%
2017 Est	\$ 1,394,000	6.1%	\$ 40,680	3.0%
2018 Est	\$ 1,436,000	6.1%	\$ 42,000	3.0%
2019 Est	\$ 1,479,000	6.1%	\$ 43,000	3.0%
2020 Est	\$ 1,523,000	6.1%	\$ 44,000	3.0%
Average 6 Year Change (2009 - 2014)			3.2%	
Average 6 Year Change (2010 - 2015)			4.8%	
Average 6 Year Change (2011 - 2016)			3.3%	

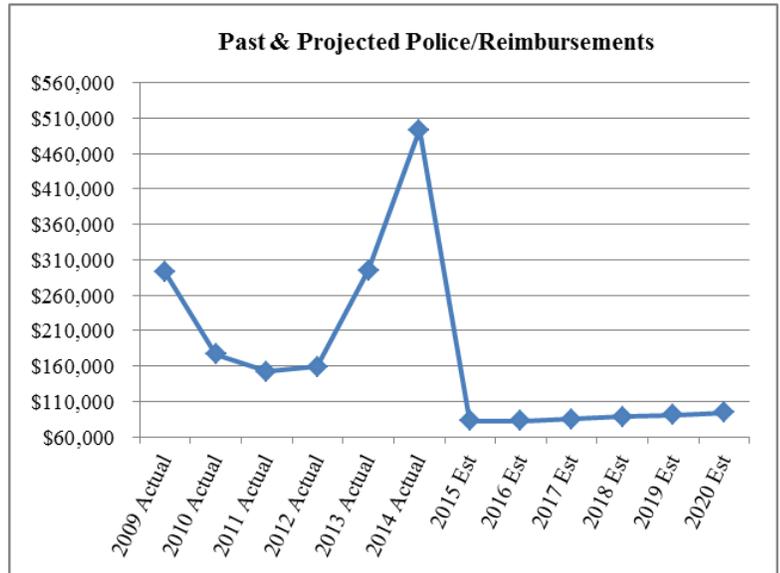


The increase beginning in 2013 is due to primarily to a general increase in personnel costs. The increase in 2015 is due to primarily to a general increase in personnel costs partially offset by decreases in internal service fund related expenditures that are now accounted for as internal service charges in the Command Division. A 3% inflationary increase is projected for years 2017 through 2020.

Year	Police Property Room	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 260,317	1.4%	\$ 224,317	623.1%
2010 Actual	\$ 252,958	1.3%	\$ (7,359)	-2.8%
2011 Actual	\$ 274,835	1.4%	\$ 21,877	8.6%
2012 Actual	\$ 275,746	1.4%	\$ 911	0.3%
2013 Actual	\$ 309,188	1.6%	\$ 33,442	12.1%
2014 Actual	\$ 299,386	1.5%	\$ (9,802)	-3.2%
2015 Est	\$ 296,270	1.3%	\$ (3,116)	-1.0%
2016 Est	\$ 319,360	1.4%	\$ 23,090	7.8%
2017 Est	\$ 329,000	1.4%	\$ 9,640	3.0%
2018 Est	\$ 339,000	1.4%	\$ 10,000	3.0%
2019 Est	\$ 349,000	1.4%	\$ 10,000	2.9%
2020 Est	\$ 359,000	1.4%	\$ 10,000	2.9%
Average 6 Year Change (2009 - 2014)			2.2%	
Average 6 Year Change (2010 - 2015)			2.4%	
Average 6 Year Change (2011 - 2016)			2.3%	

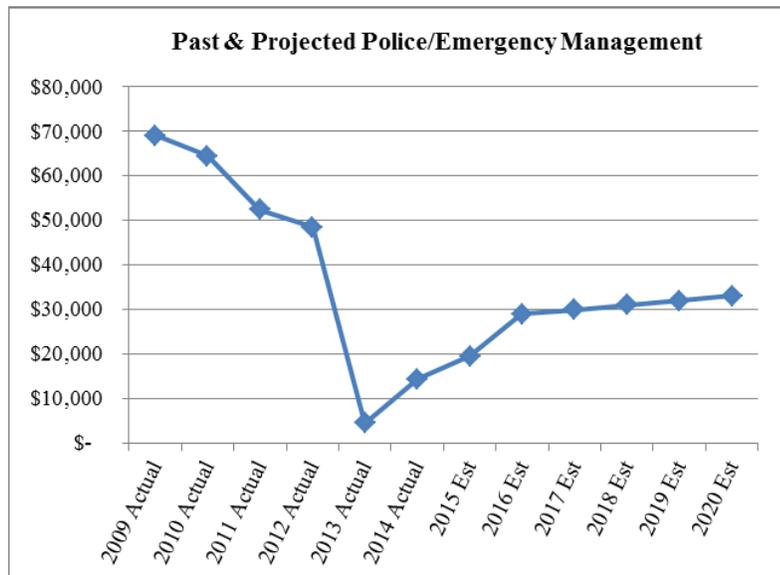


Year	Police Reimbursements	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 293,373	1.5%	\$ (57,283)	-16.3%
2010 Actual	\$ 176,259	0.9%	\$ (117,114)	-39.9%
2011 Actual	\$ 152,513	0.8%	\$ (23,746)	-13.5%
2012 Actual	\$ 159,210	0.8%	\$ 6,697	4.4%
2013 Actual	\$ 295,434	1.5%	\$ 136,224	85.6%
2014 Actual	\$ 493,432	2.5%	\$ 197,998	67.0%
2015 Est	\$ 82,340	0.4%	\$ (411,092)	-83.3%
2016 Est	\$ 82,340	0.4%	\$ -	0.0%
2017 Est	\$ 85,000	0.4%	\$ 2,660	3.2%
2018 Est	\$ 88,000	0.4%	\$ 3,000	3.5%
2019 Est	\$ 91,000	0.4%	\$ 3,000	3.4%
2020 Est	\$ 94,000	0.4%	\$ 3,000	3.3%
Average 6 Year Change (2009 - 2014)				6.8%
Average 6 Year Change (2010 - 2015)				-19.0%
Average 6 Year Change (2011 - 2016)				-14.2%

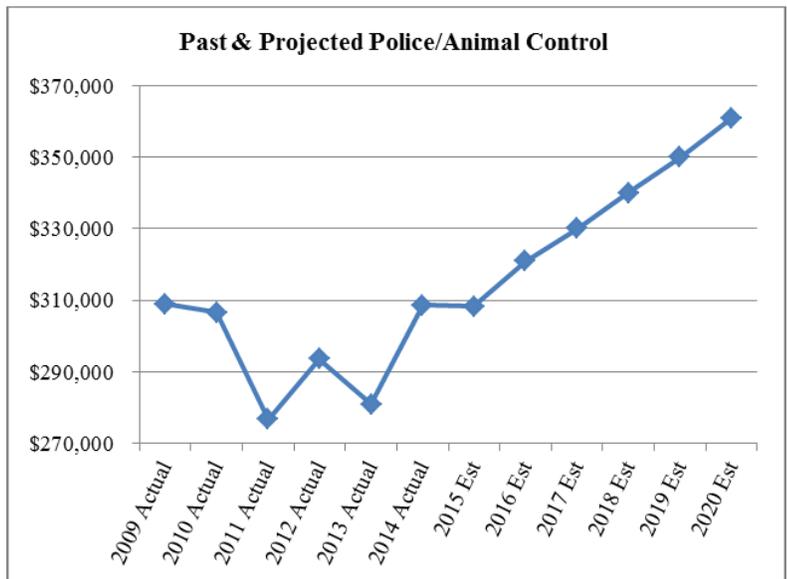


The decrease in 2015 is due to the accounting of personnel costs between budget versus where actual expenditures are charged for various police reimbursement programs such as FBI Pacific Northwest Innocence Lost, FBI Safe Streets Task Force, Washington State Criminal Justice Training Commission, and Western State Hospital Community Policing Program. With the exception of overtime for the FBI programs, regular salaries and wages are budgeted in other divisions while actual expenditures are charged to the Reimbursements Division.

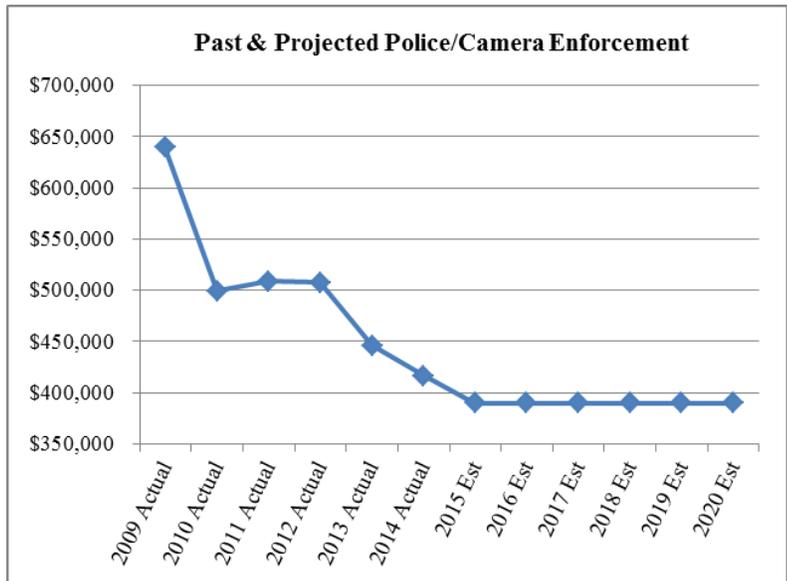
Year	Police Emergency Mgmt	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 69,048	0.4%	\$ (4,799)	-6.5%
2010 Actual	\$ 64,453	0.3%	\$ (4,595)	-6.7%
2011 Actual	\$ 52,430	0.3%	\$ (12,023)	-18.7%
2012 Actual	\$ 48,505	0.3%	\$ (3,925)	-7.5%
2013 Actual	\$ 4,464	0.0%	\$ (44,041)	-90.8%
2014 Actual	\$ 14,407	0.1%	\$ 9,943	222.7%
2015 Est	\$ 19,590	0.1%	\$ 5,183	36.0%
2016 Est	\$ 29,040	0.1%	\$ 9,450	48.2%
2017 Est	\$ 30,000	0.1%	\$ 960	3.3%
2018 Est	\$ 31,000	0.1%	\$ 1,000	3.3%
2019 Est	\$ 32,000	0.1%	\$ 1,000	3.2%
2020 Est	\$ 33,000	0.1%	\$ 1,000	3.1%
Average 6 Year Change (2009 - 2014)				-63.2%
Average 6 Year Change (2010 - 2015)				-38.2%
Average 6 Year Change (2011 - 2016)				-13.4%



Year	Police Animal Control	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 308,906	1.6%	\$ (49,444)	-13.8%
2010 Actual	\$ 306,555	1.6%	\$ (2,351)	-0.8%
2011 Actual	\$ 276,732	1.4%	\$ (29,823)	-9.7%
2012 Actual	\$ 293,566	1.5%	\$ 16,834	6.1%
2013 Actual	\$ 280,929	1.4%	\$ (12,637)	-4.3%
2014 Actual	\$ 308,667	1.6%	\$ 27,738	9.9%
2015 Est	\$ 308,360	1.4%	\$ (307)	-0.1%
2016 Est	\$ 320,870	1.4%	\$ 12,510	4.1%
2017 Est	\$ 330,000	1.4%	\$ 9,130	2.8%
2018 Est	\$ 340,000	1.4%	\$ 10,000	3.0%
2019 Est	\$ 350,000	1.4%	\$ 10,000	2.9%
2020 Est	\$ 361,000	1.4%	\$ 11,000	3.1%
Average 6 Year Change (2009 - 2014)			0.0%	
Average 6 Year Change (2010 - 2015)			0.1%	
Average 6 Year Change (2011 - 2016)			2.3%	



Year	Police Camera Enforce	% of Police Oper Exp	Chg Over Prior Year	
			\$	%
2009 Actual	\$ 639,554	3.4%	\$ 74,083	13.1%
2010 Actual	\$ 499,549	2.6%	\$ (140,005)	-21.9%
2011 Actual	\$ 508,803	2.6%	\$ 9,254	1.9%
2012 Actual	\$ 507,831	2.6%	\$ (972)	-0.2%
2013 Actual	\$ 446,113	2.2%	\$ (61,718)	-12.2%
2014 Actual	\$ 416,400	2.1%	\$ (29,713)	-6.7%
2015 Est	\$ 390,000	1.8%	\$ (26,400)	-6.3%
2016 Est	\$ 390,000	1.7%	\$ -	0.0%
2017 Est	\$ 390,000	1.7%	\$ -	0.0%
2018 Est	\$ 390,000	1.6%	\$ -	0.0%
2019 Est	\$ 390,000	1.6%	\$ -	0.0%
2020 Est	\$ 390,000	1.6%	\$ -	0.0%
Average 6 Year Change (2009 - 2014)			-8.9%	
Average 6 Year Change (2010 - 2015)			-4.7%	
Average 6 Year Change (2011 - 2016)			-5.1%	



Expenditures prior to 2013 included related personnel costs whereas beginning in 2013 only vendor payments for red light and school zone enforcement are accounted for in the Camera Enforcement Division. The decrease in 2014 is due to negotiating a new contract with Redflex Traffic Systems, Inc. for camera enforcement thus reducing the vendor payments beginning in September 2014.



Public Safety Benefit/Cost Analysis

Lakewood Police Department: Making a Difference





Table of Contents

- Characteristics and Demographics
- City Finances
- Staffing
- Parks
- Public Safety
- Lakewood Police Department Overview

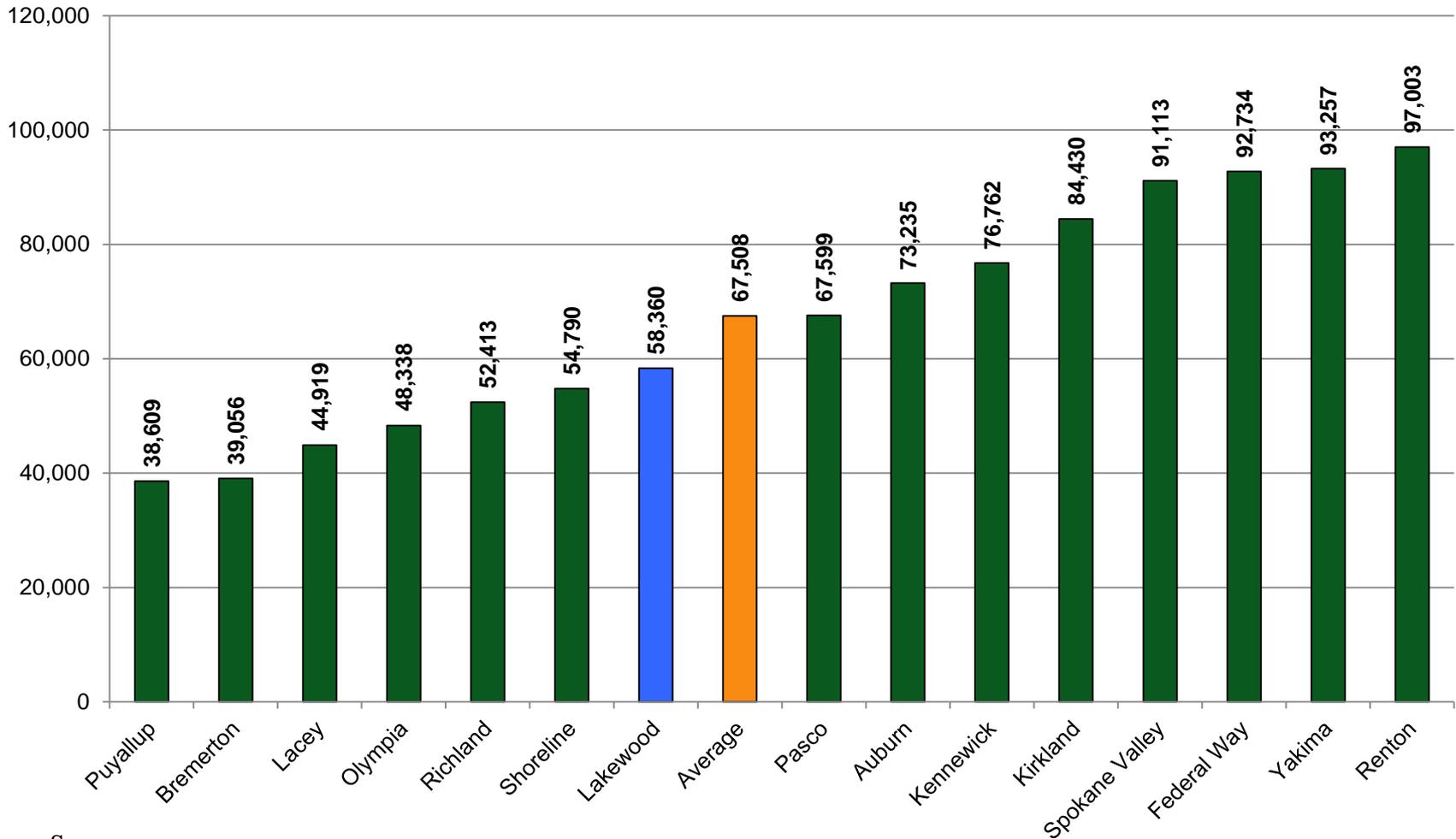


Characteristics and Demographics



2014 City Population

Like Cities

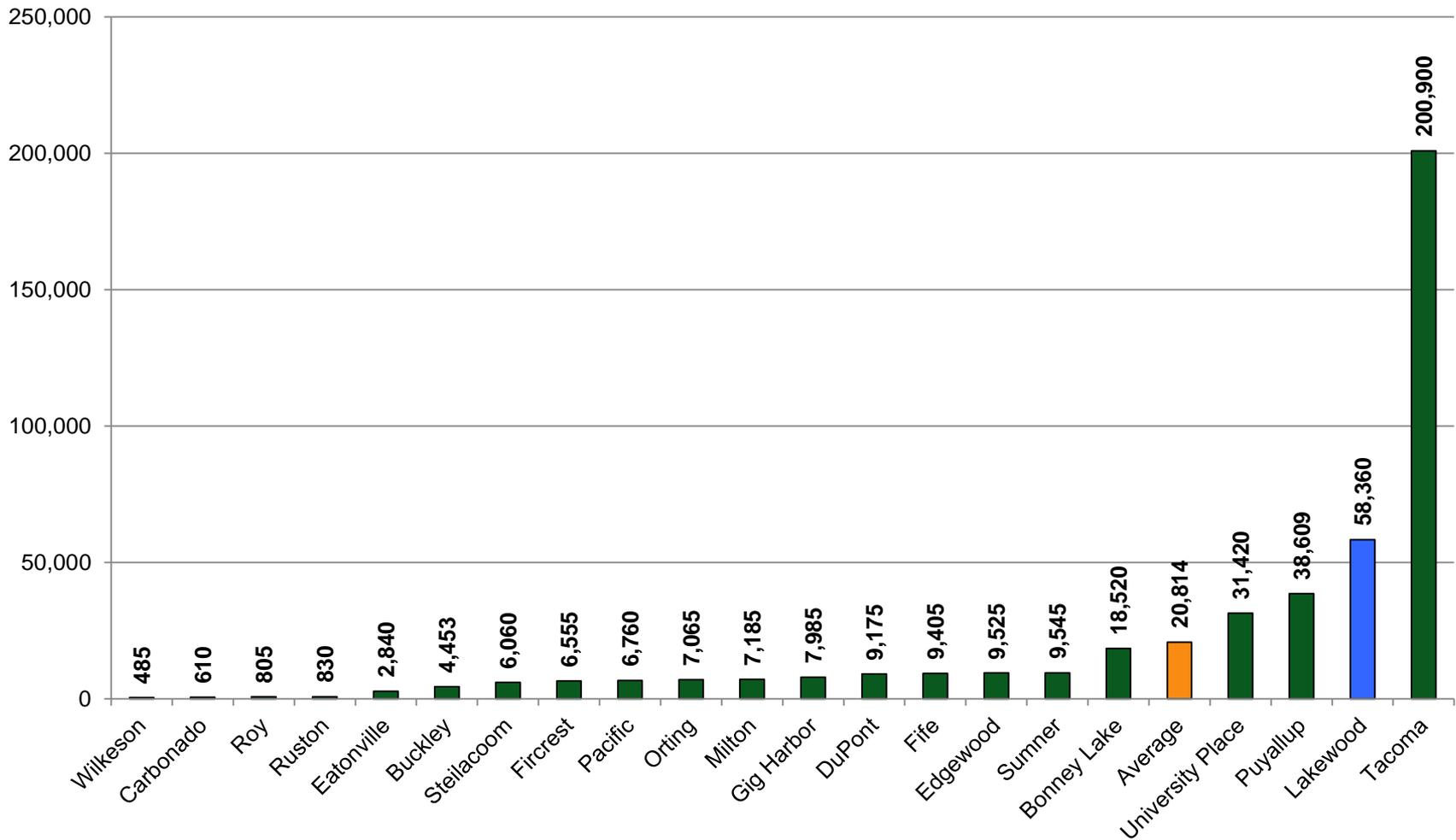


Source:
Washington State Office of Financial Management, 2014 figures



2014 City Population

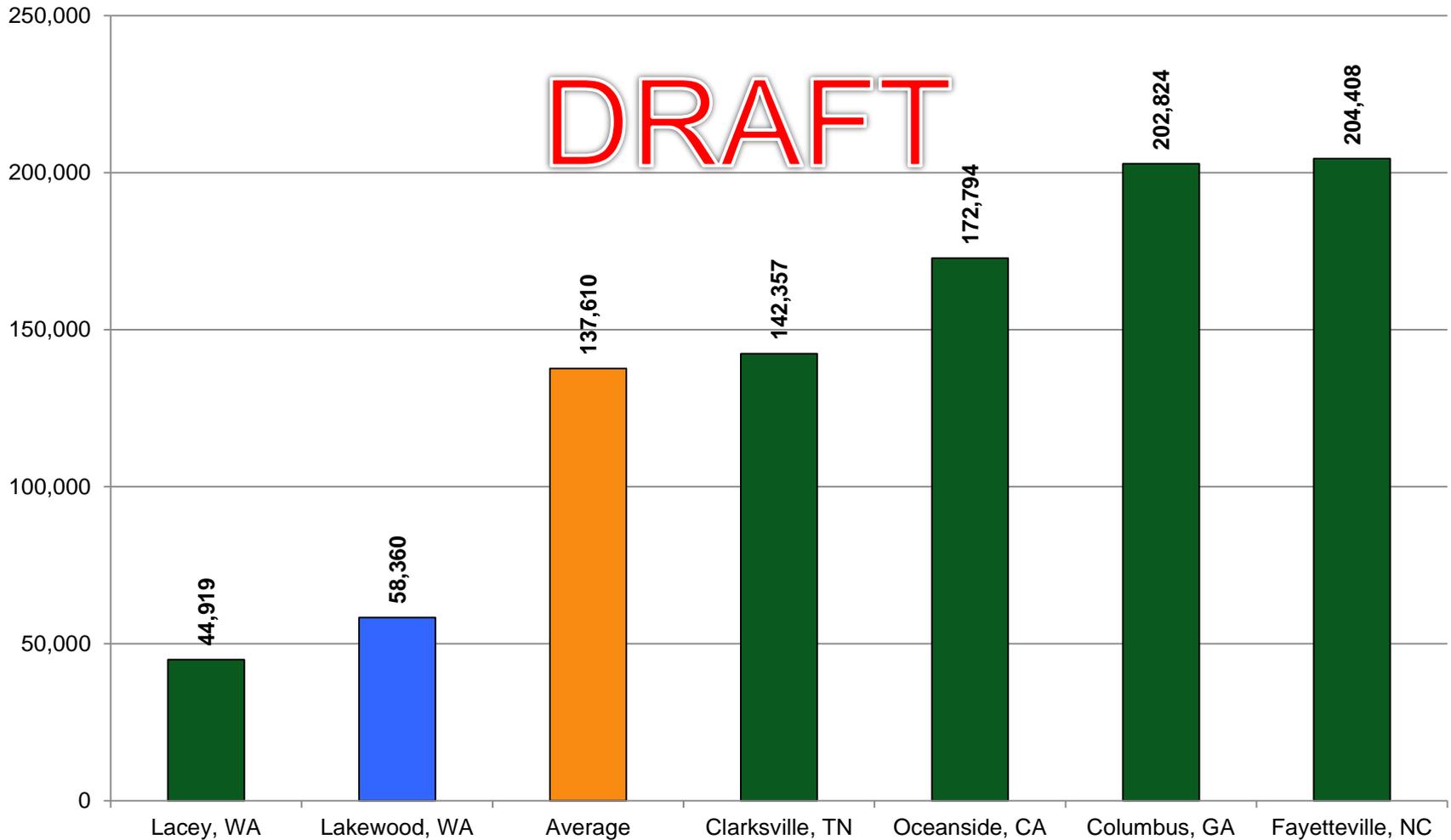
Pierce County



Source:
US Census Bureau website- State and County QuickFacts



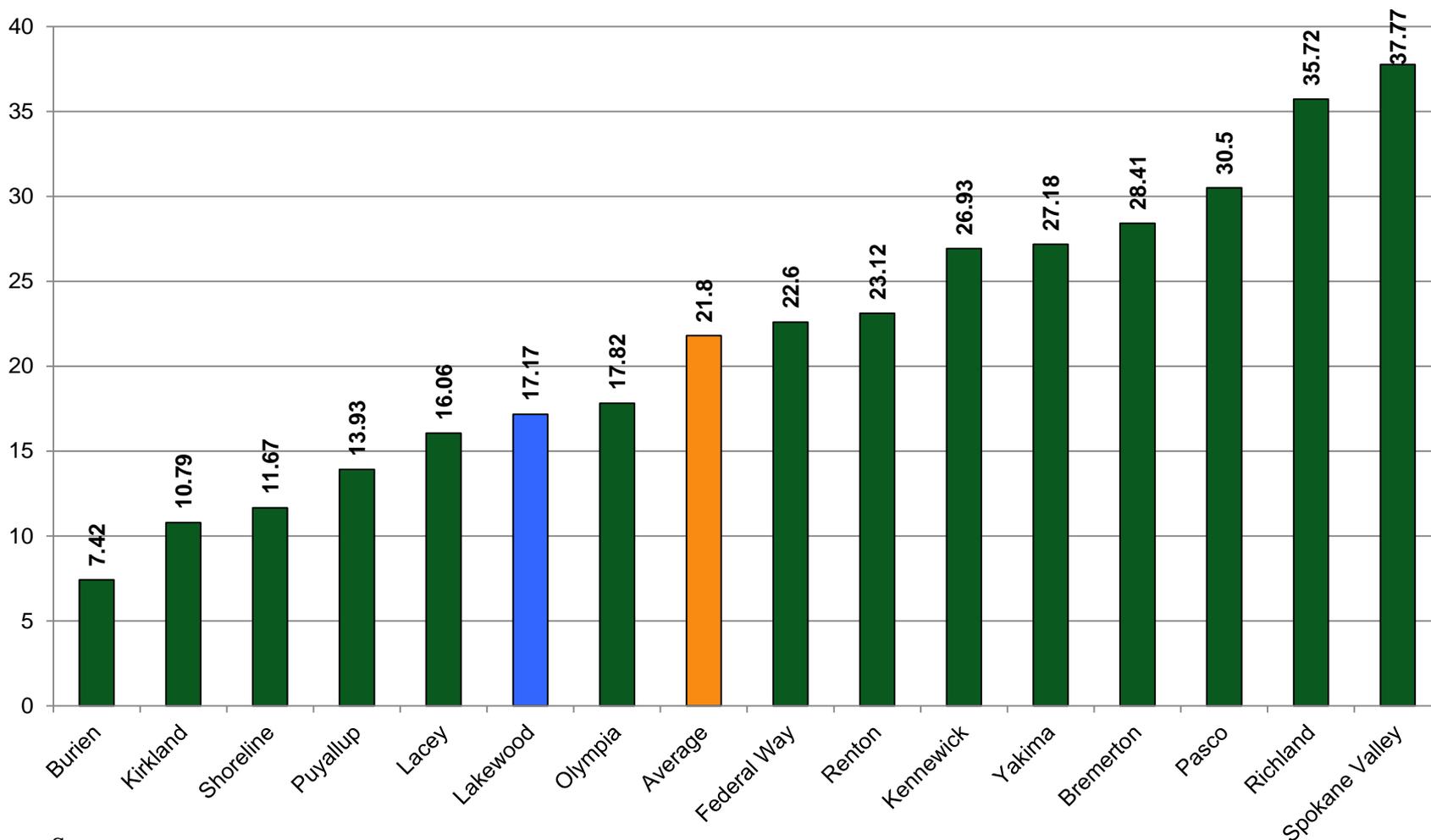
2013 Population Military Cities





2013 City Square Miles

Like Cities

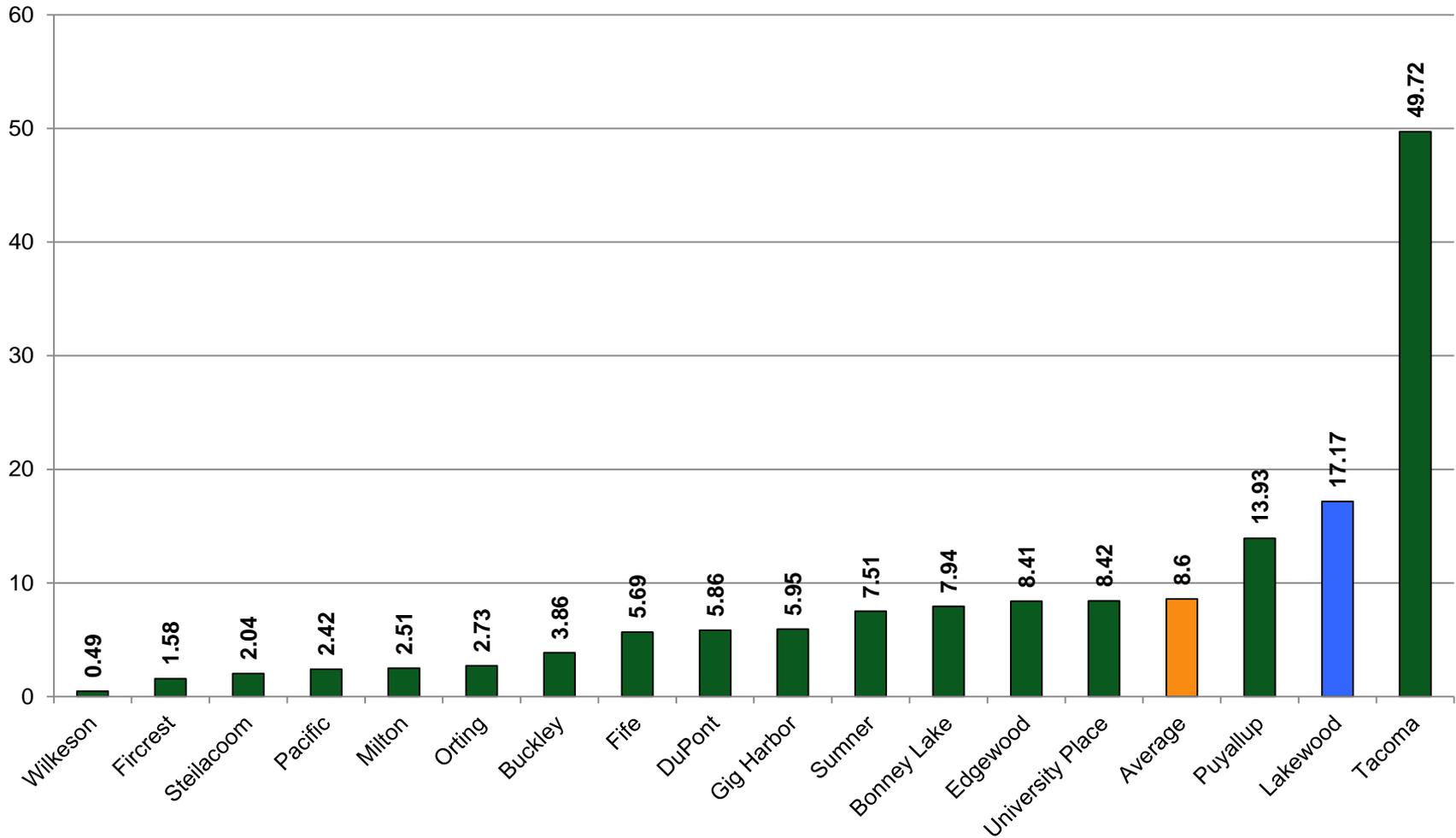


Source:
US Census Bureau website- State and County QuickFacts



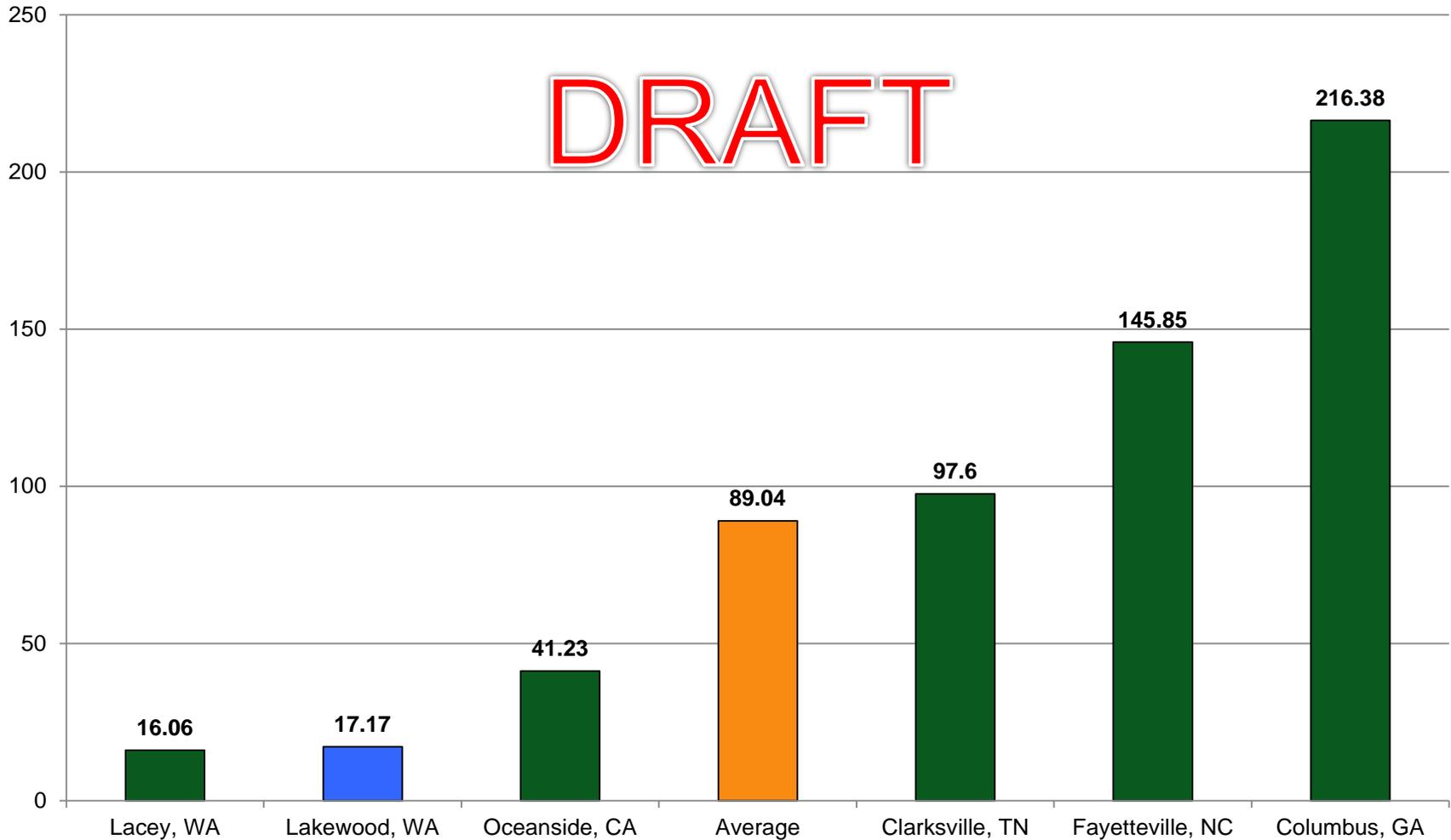
2013 City Square Miles

Pierce County





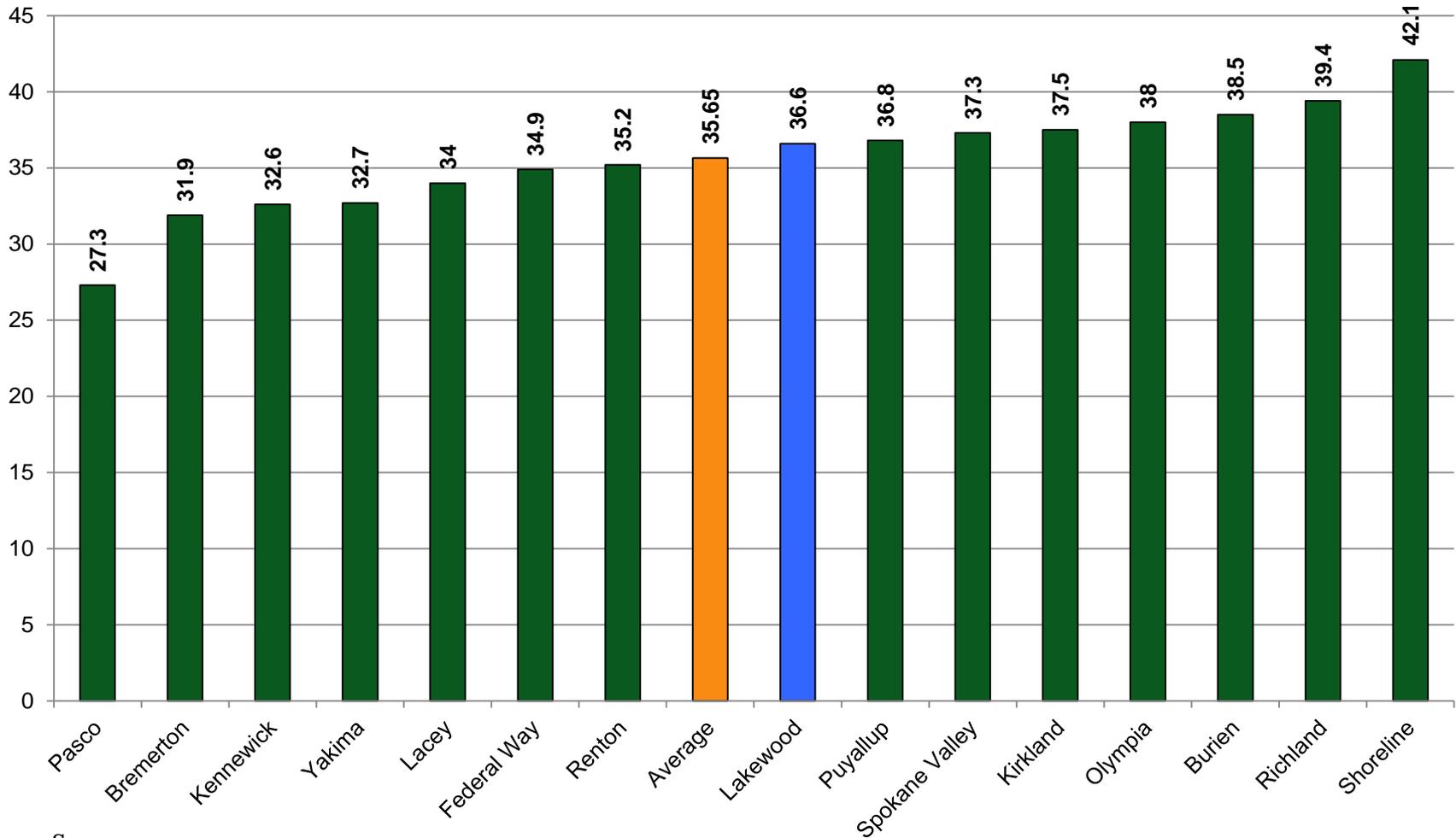
2013 City Square Miles Military Cities





2011 Median Age

Like Cities

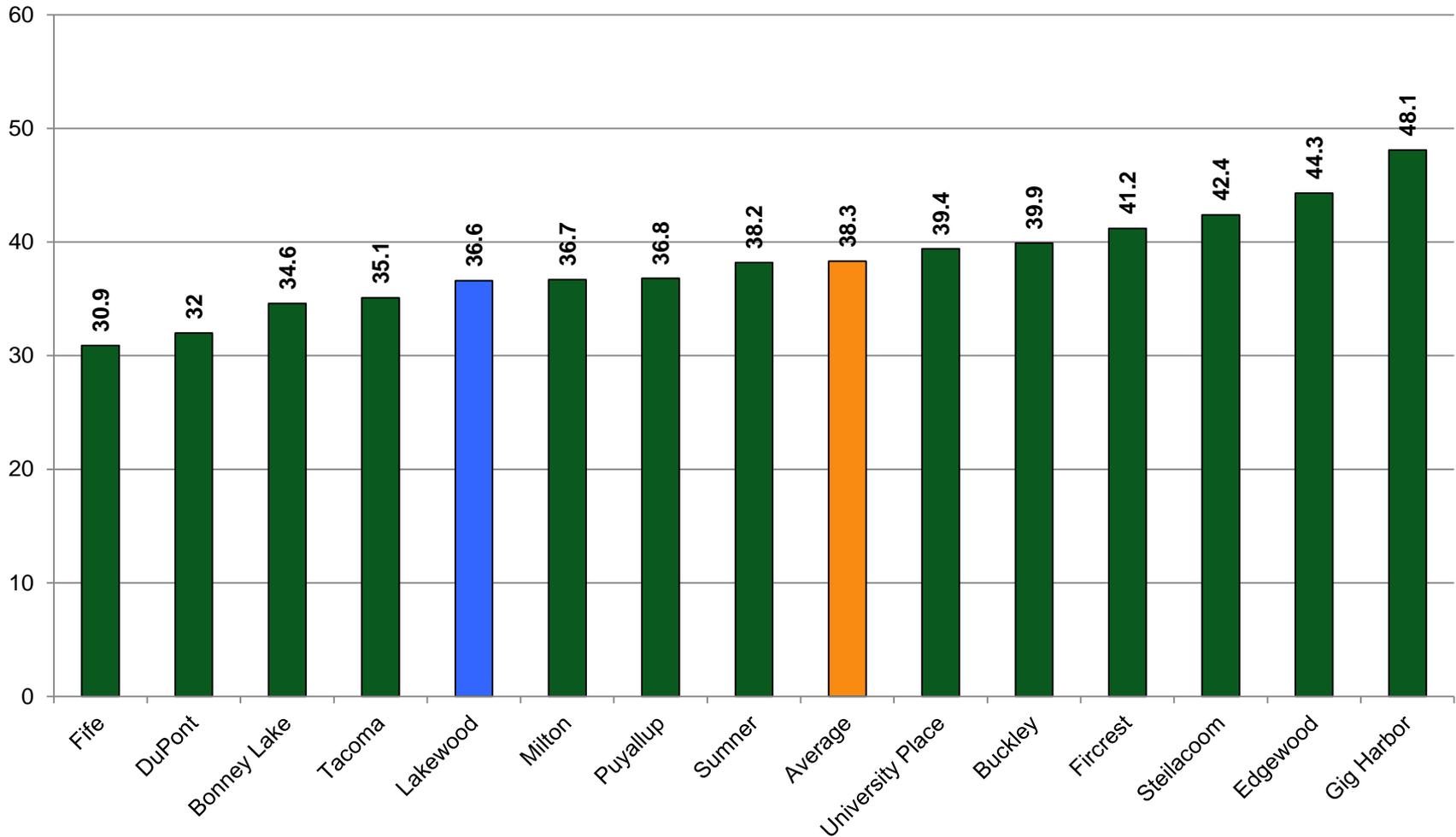


Source:
US Census Bureau website- State and County QuickFacts



2011 Median Age

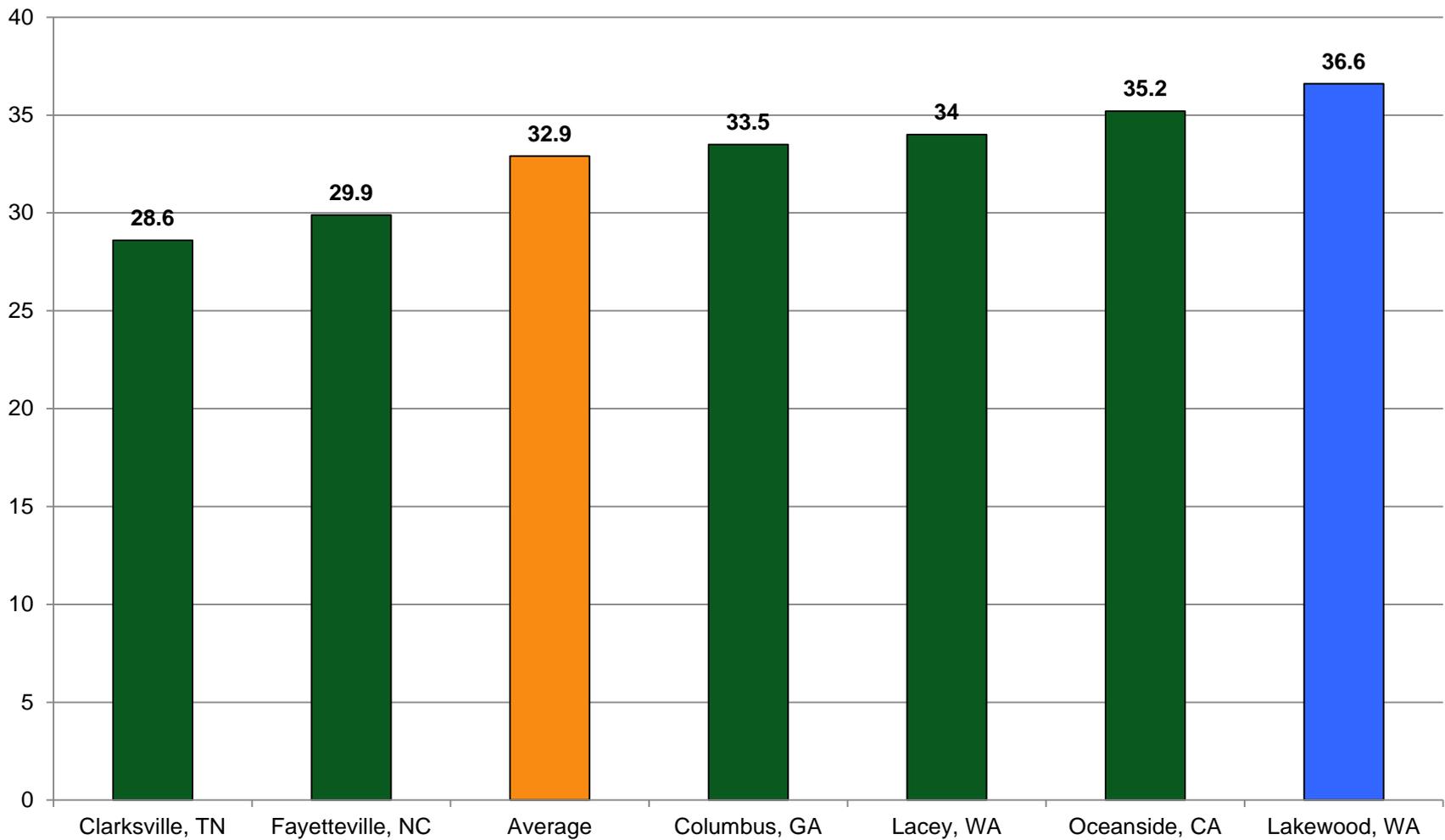
Pierce County





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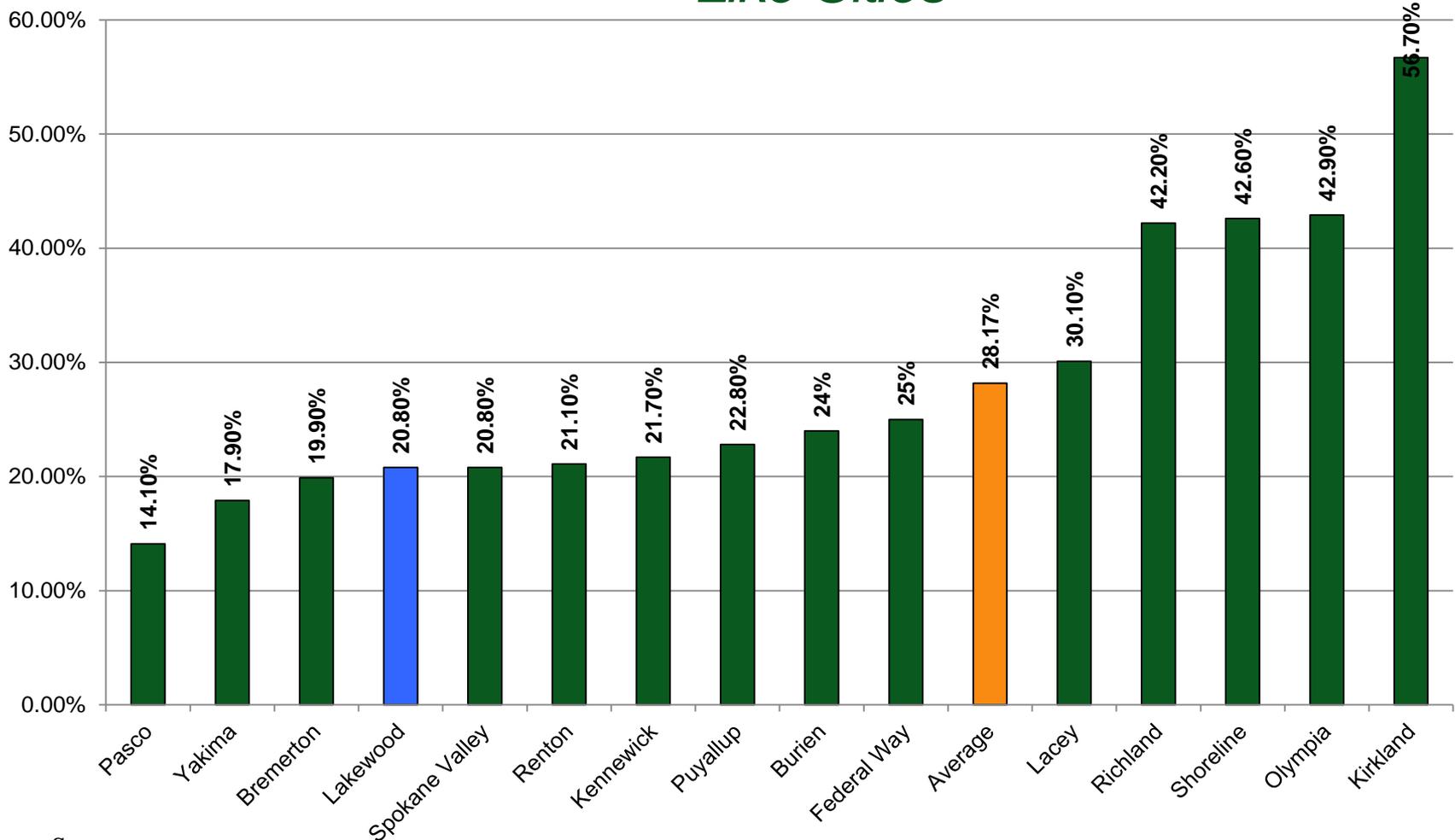
2011 Median Age Military Cities





2009-2013 Percent of Population over 25 with Bachelor's Degree or higher

Like Cities

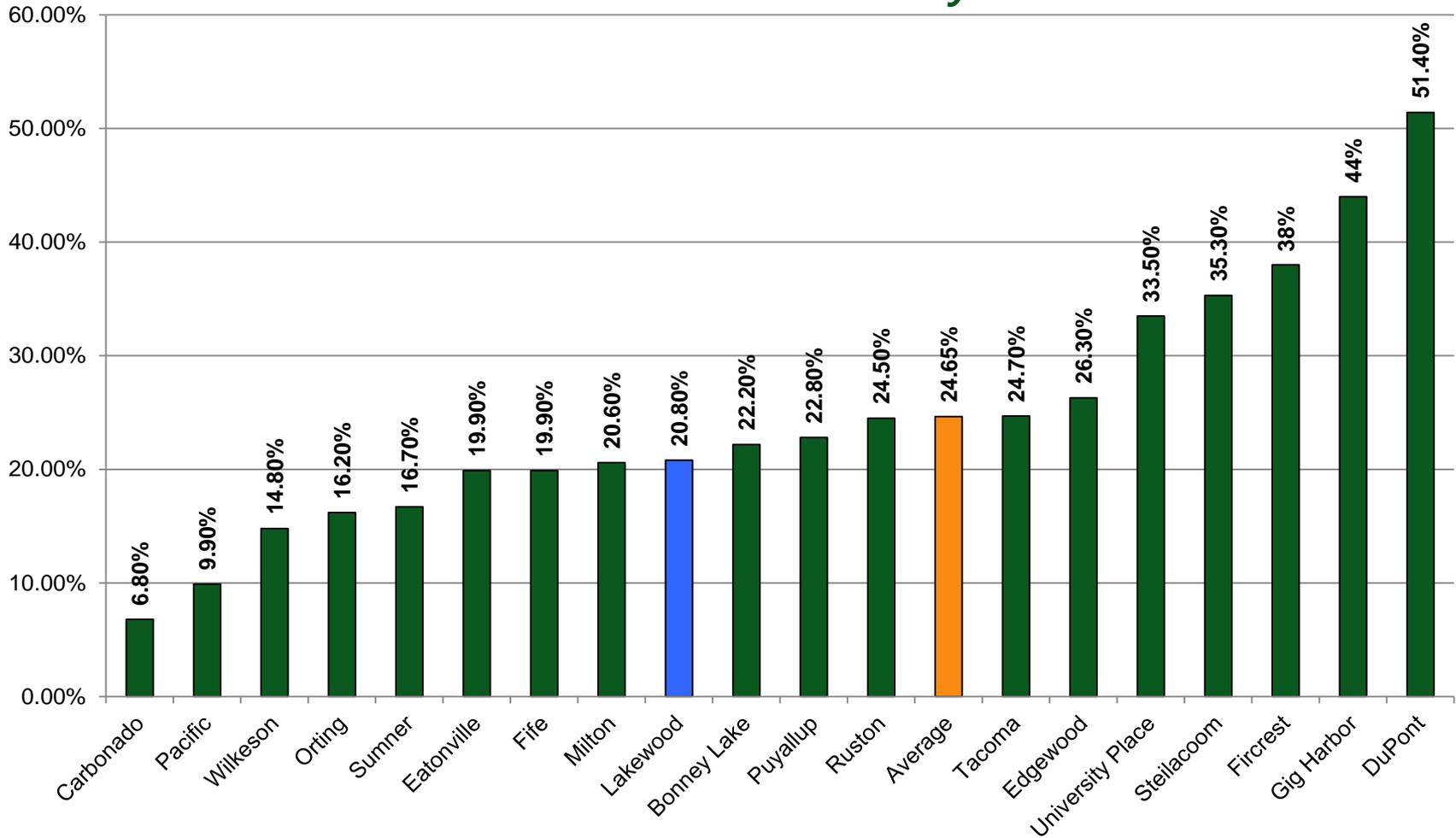


Source:
US Census Bureau website- State and County QuickFacts



2009-2013 Percent of Population over 25 with Bachelor's Degree or higher

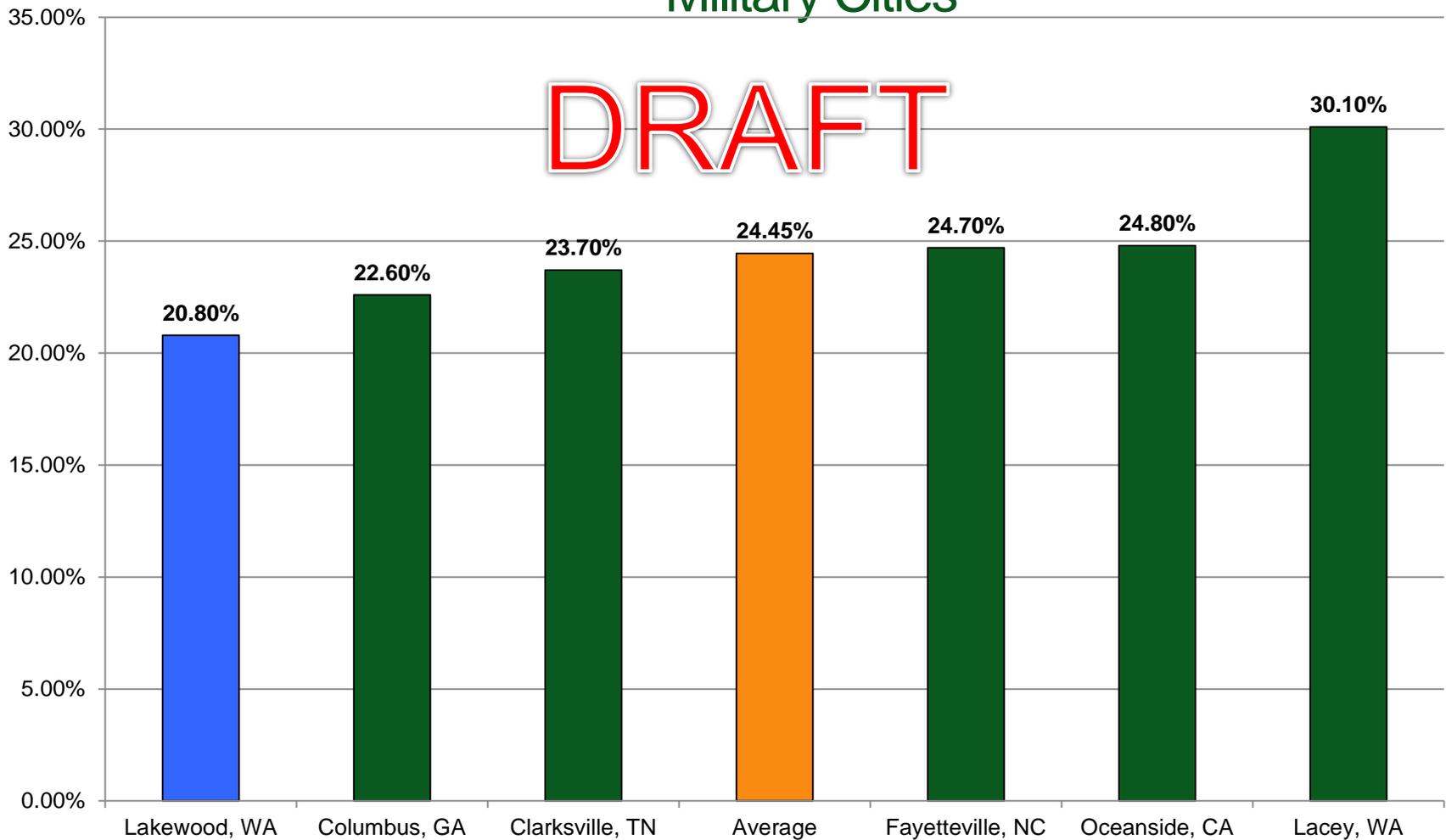
Pierce County





2009-2013 Percent of Population over age of 25 with Bachelor's Degree or Higher

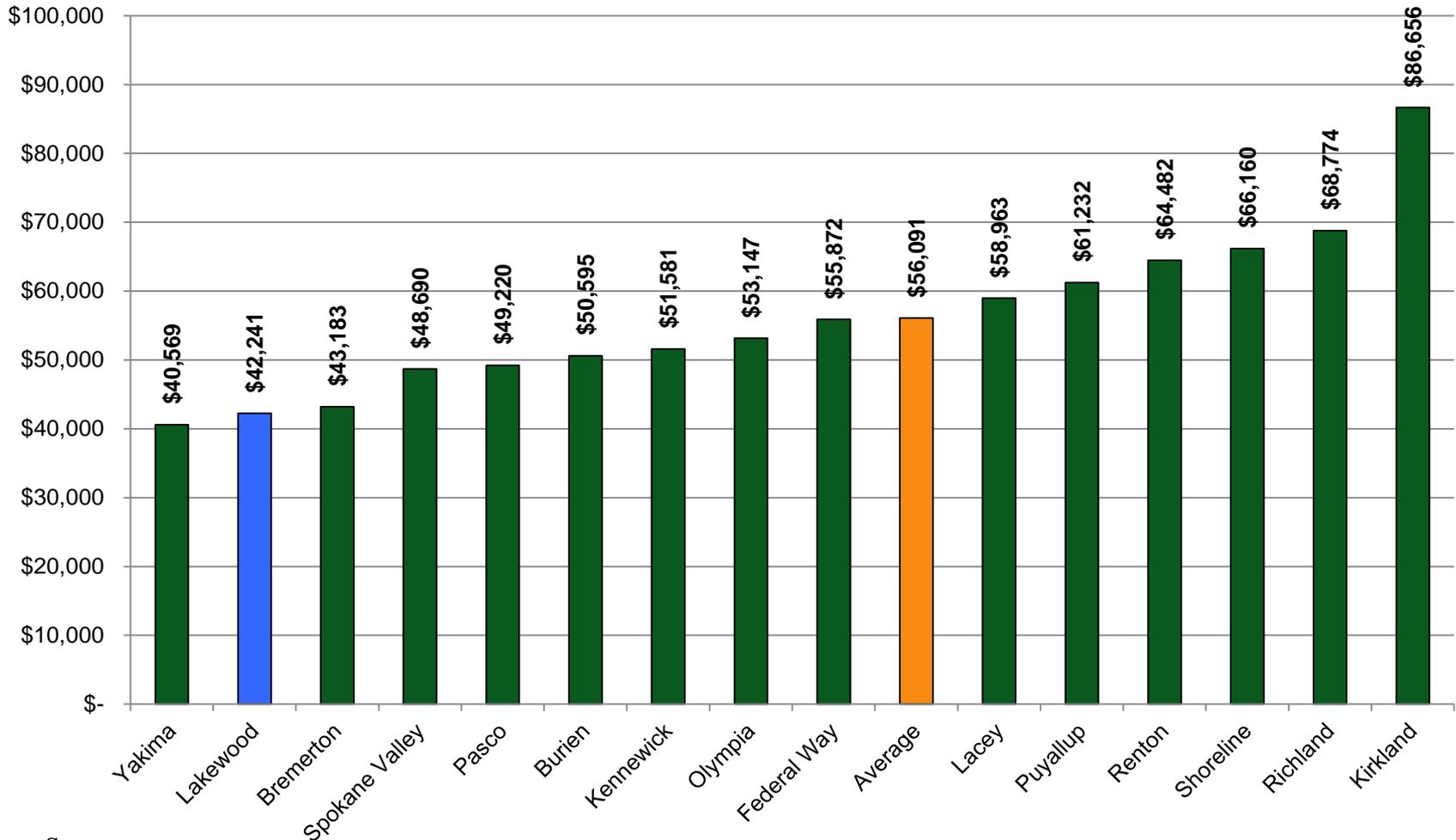
Military Cities





2009-2013 Median Household Income

Like Cities

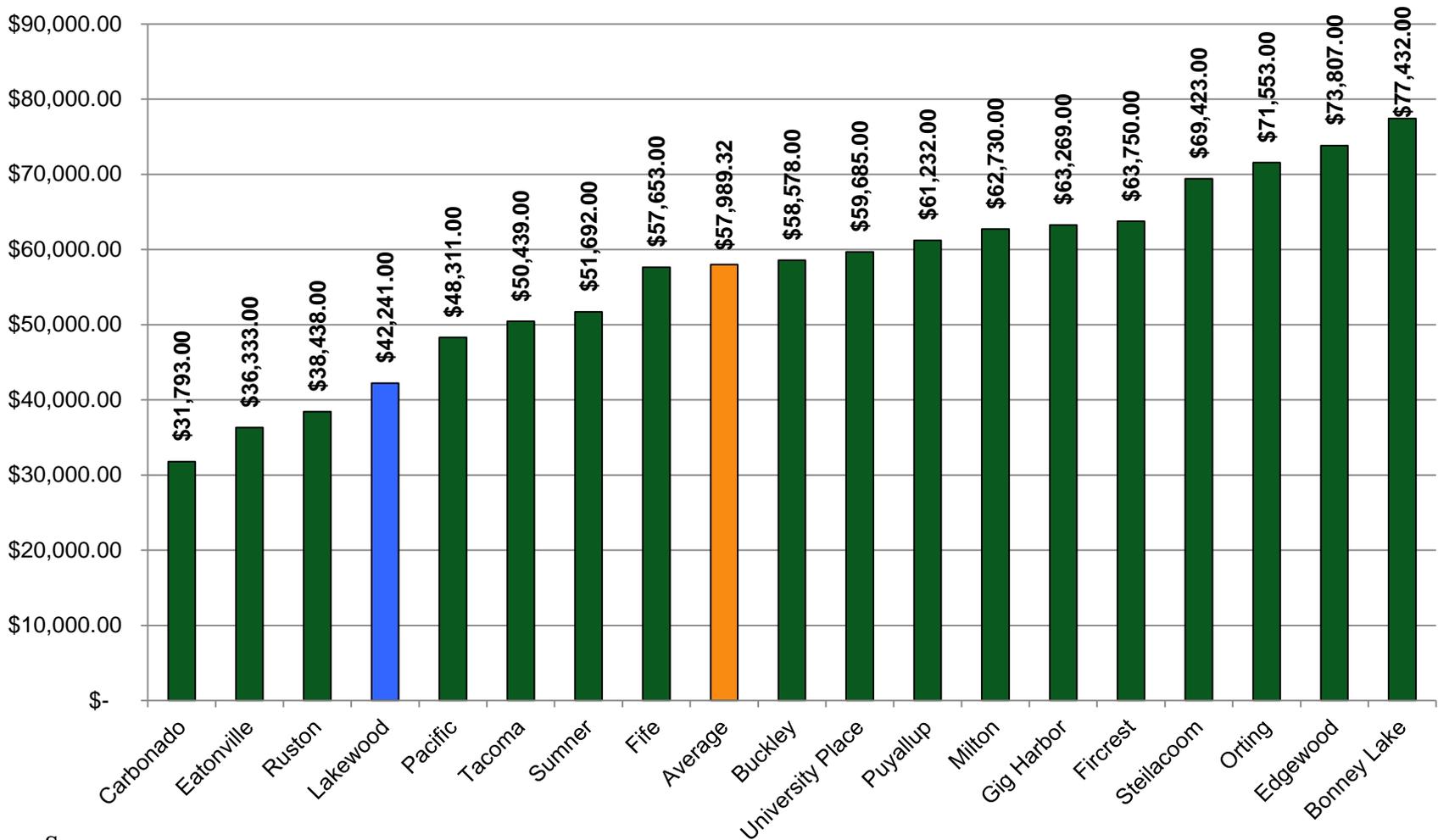


Source:
US Census Bureau website- State and County QuickFacts



2009-2013 Median Household Income

Pierce County

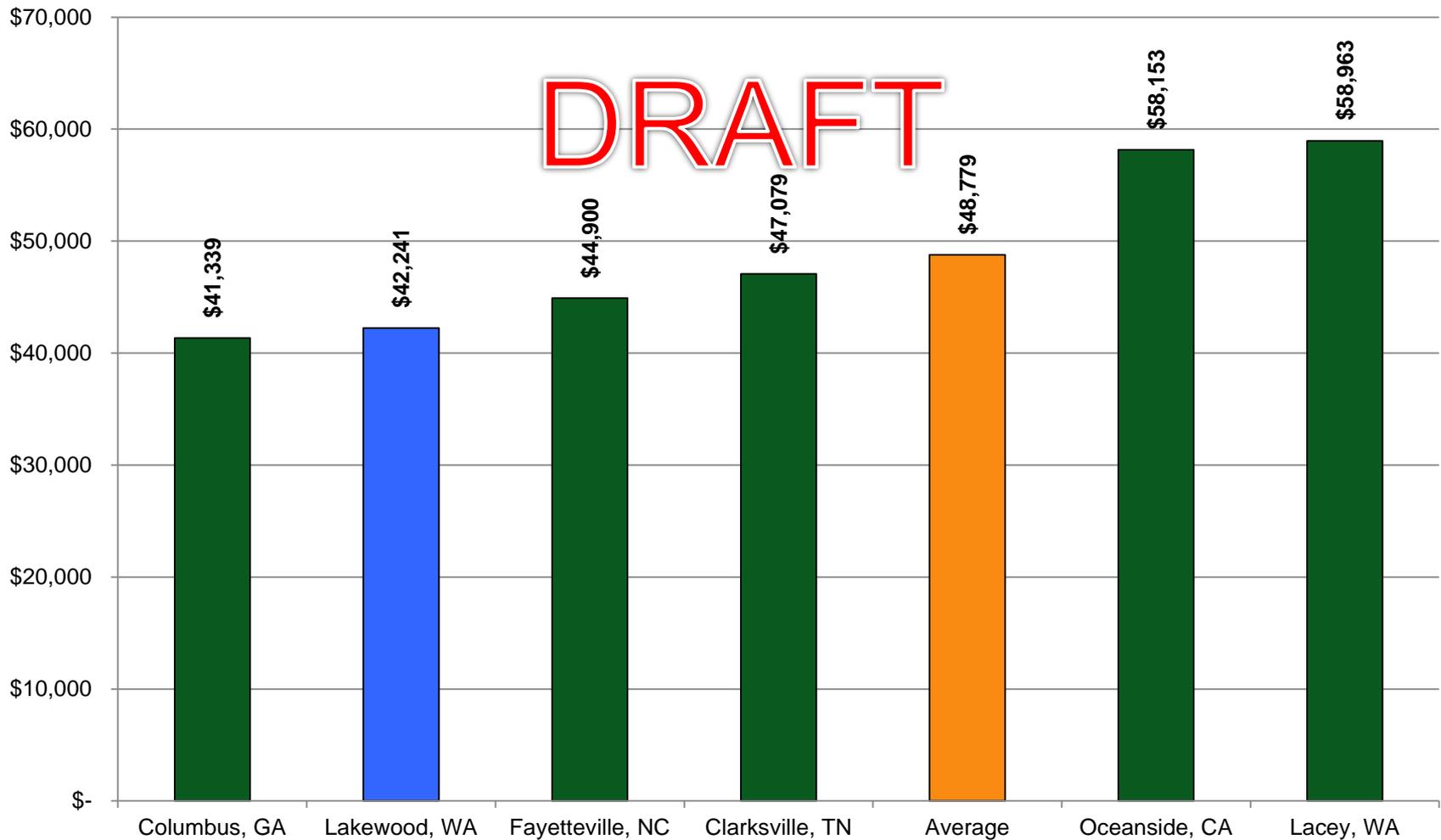


Source:
US Census Bureau website- State and County QuickFacts



2013 Median Household Income

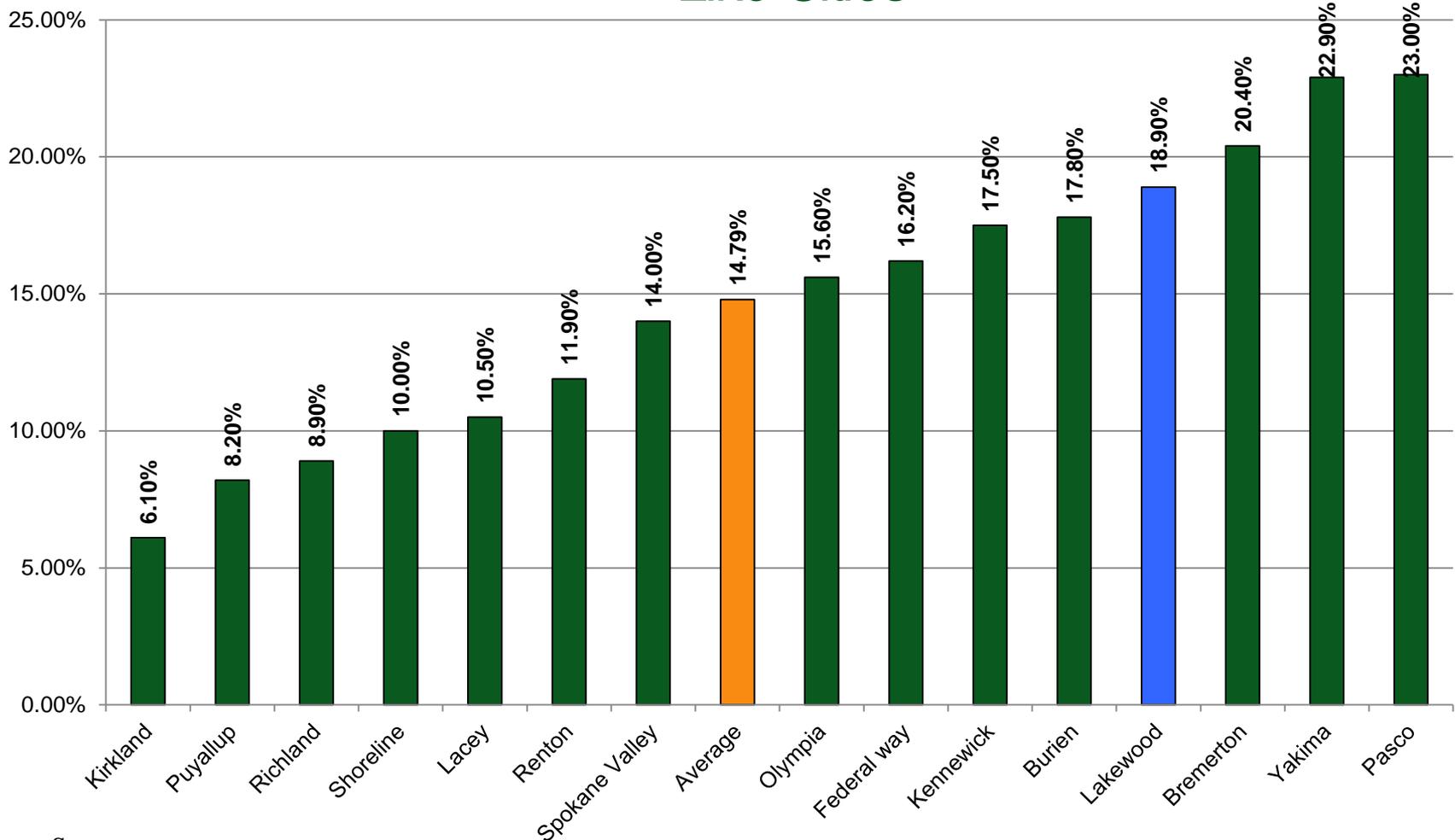
Military Cities





2013 Percent of Population Living Below Poverty Level

Like Cities

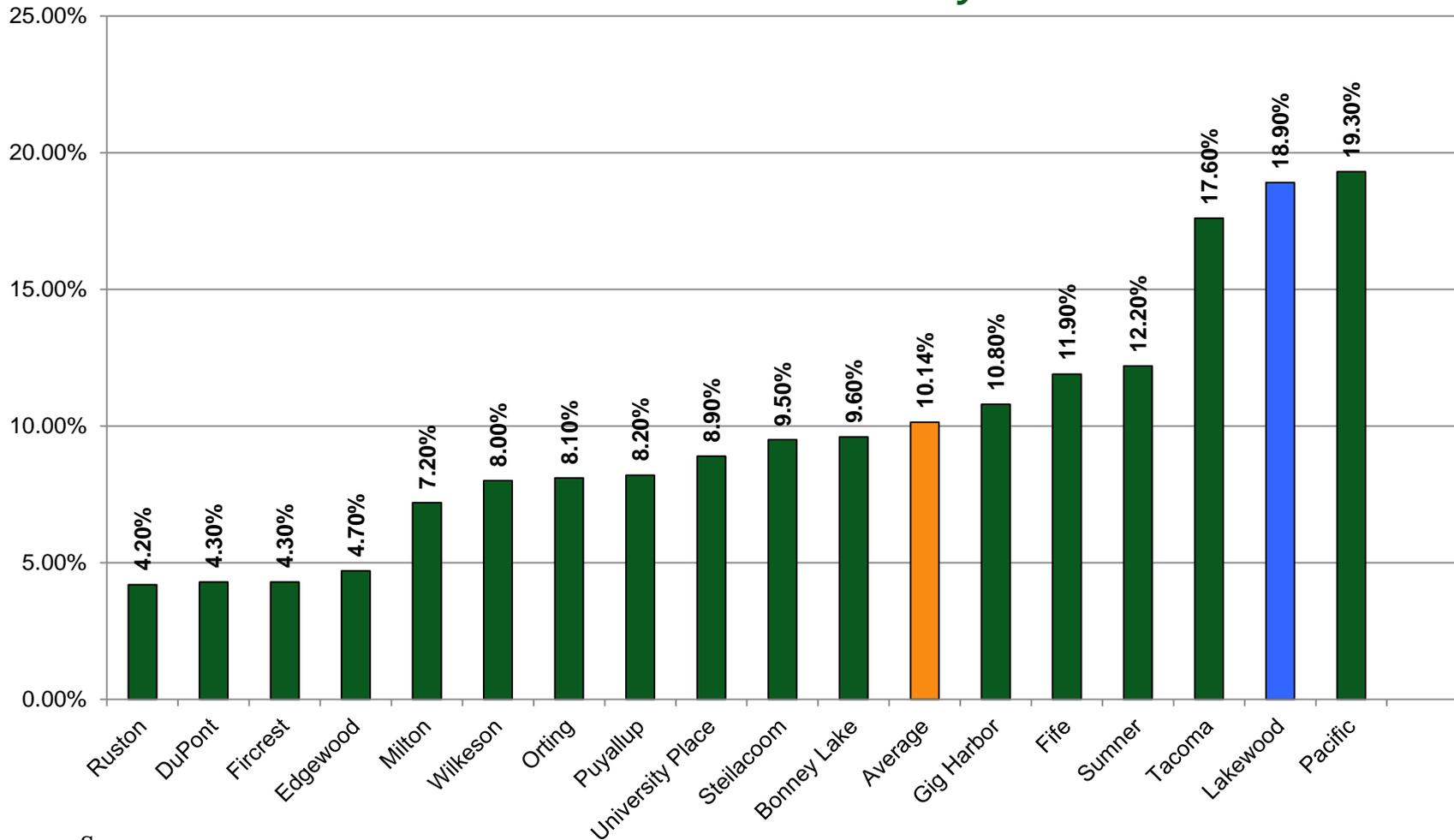


Source:
US Census Bureau website- State and County QuickFacts



2013 Percent of Population Living Below Poverty Level

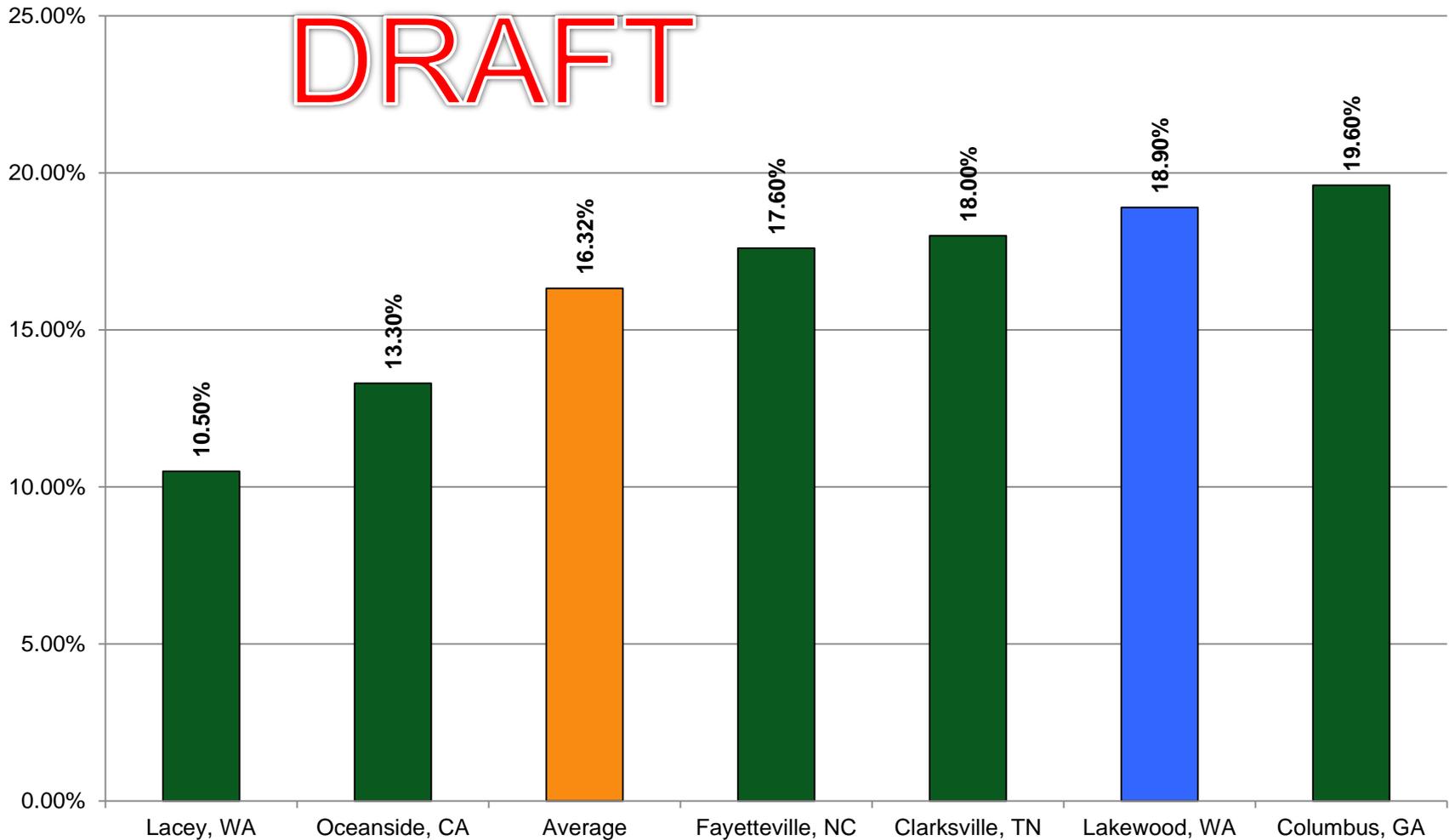
Pierce County



Source:
US Census Bureau website- State and County QuickFacts



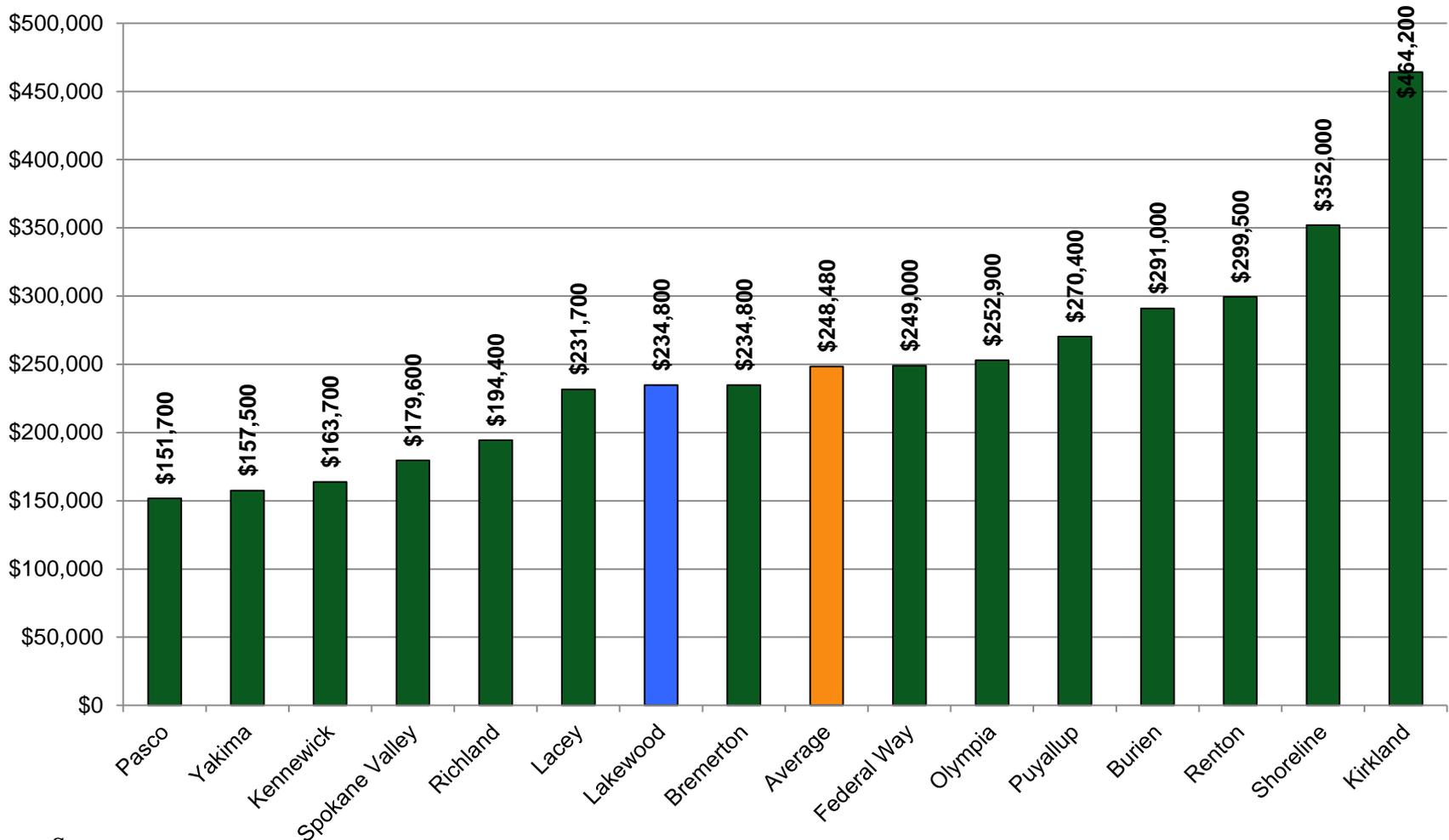
2013 Percent Living Below Poverty Military Cities





2013 Average Residence Assessed Value

Like Cities

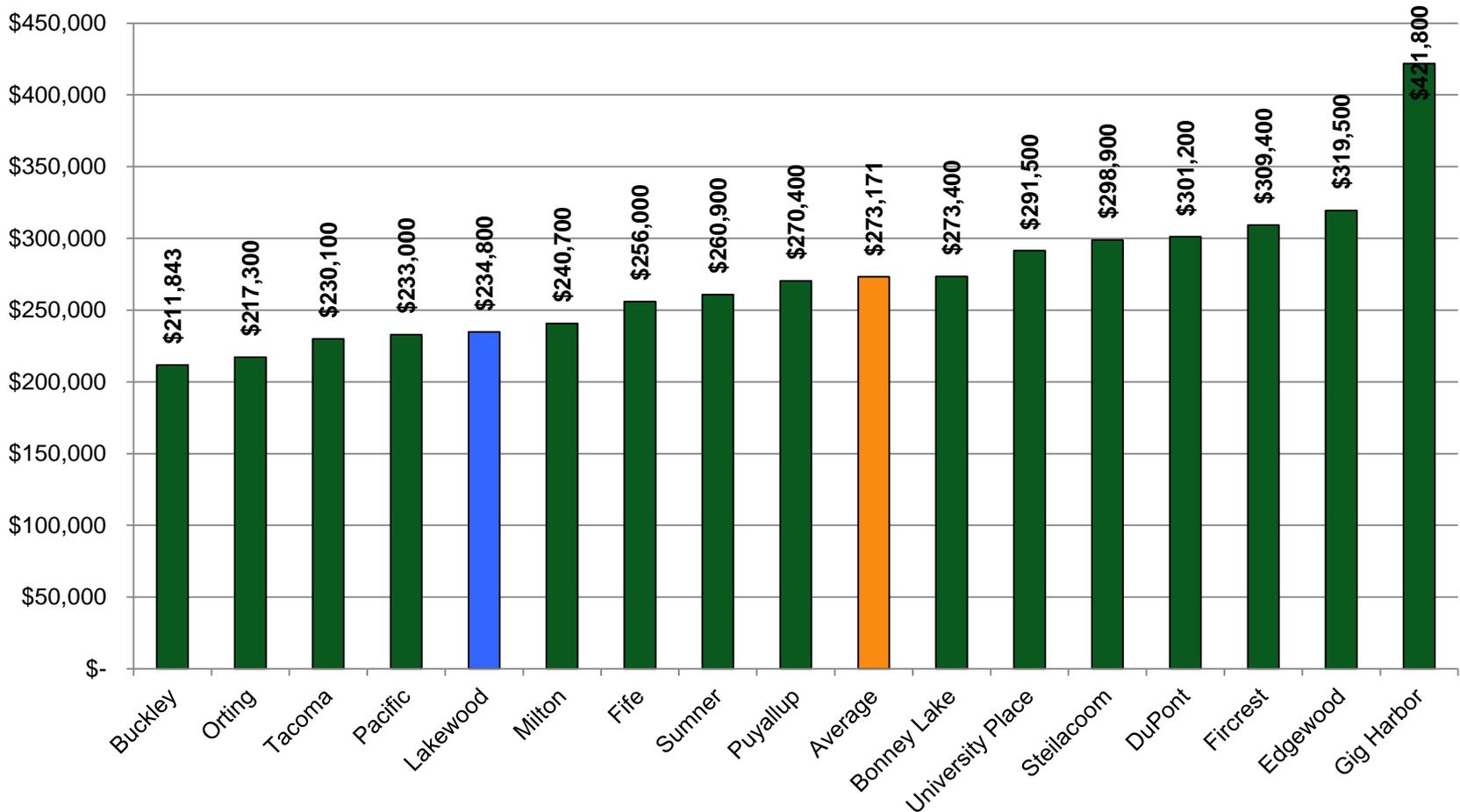


Source:
US Census Bureau website- State and County QuickFacts



2013 Average Residence Assessed Value

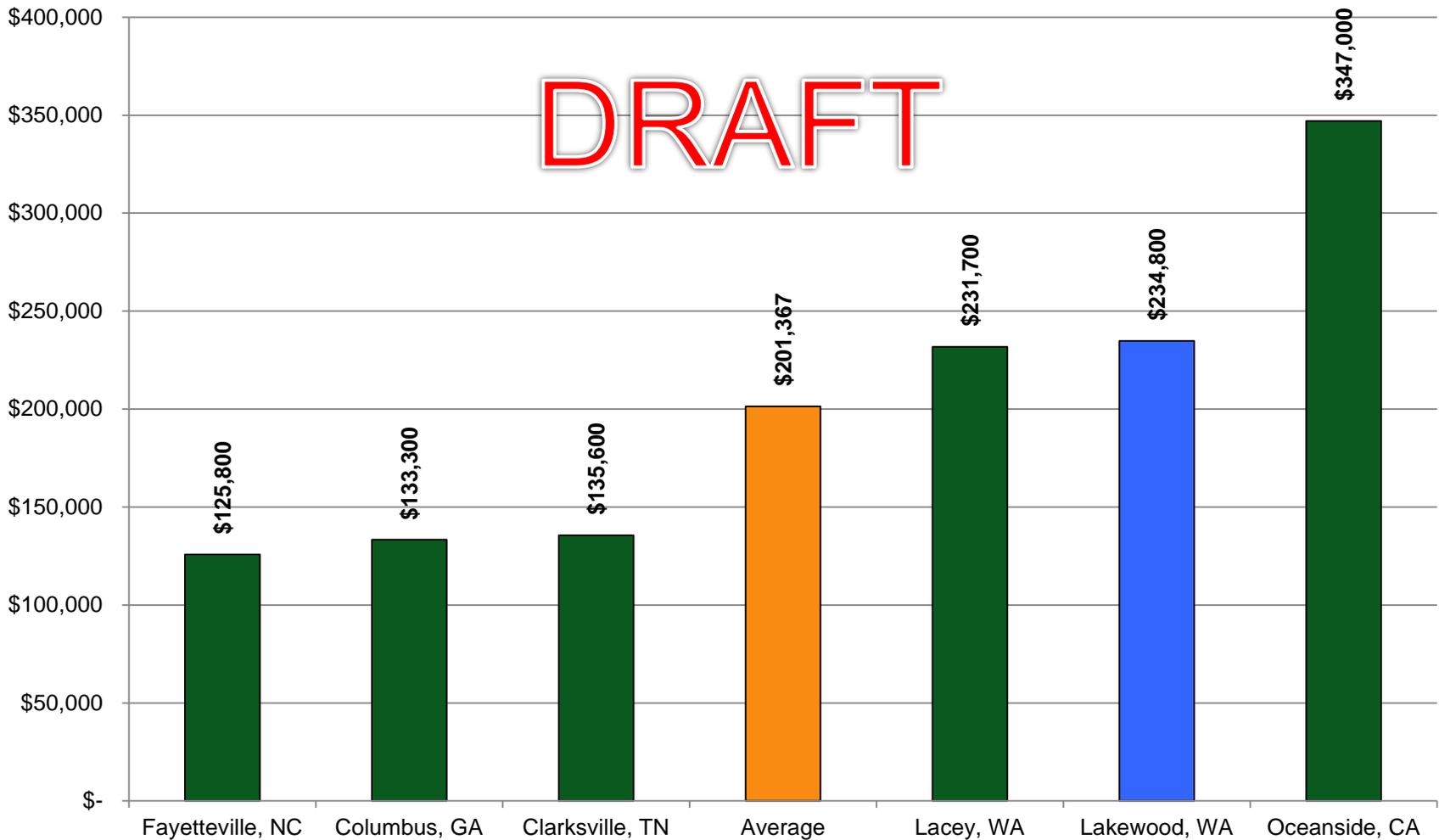
Pierce County



Source:
US Census Bureau website- State and County QuickFacts



2013 Average Residence Assessed Value Military Cities



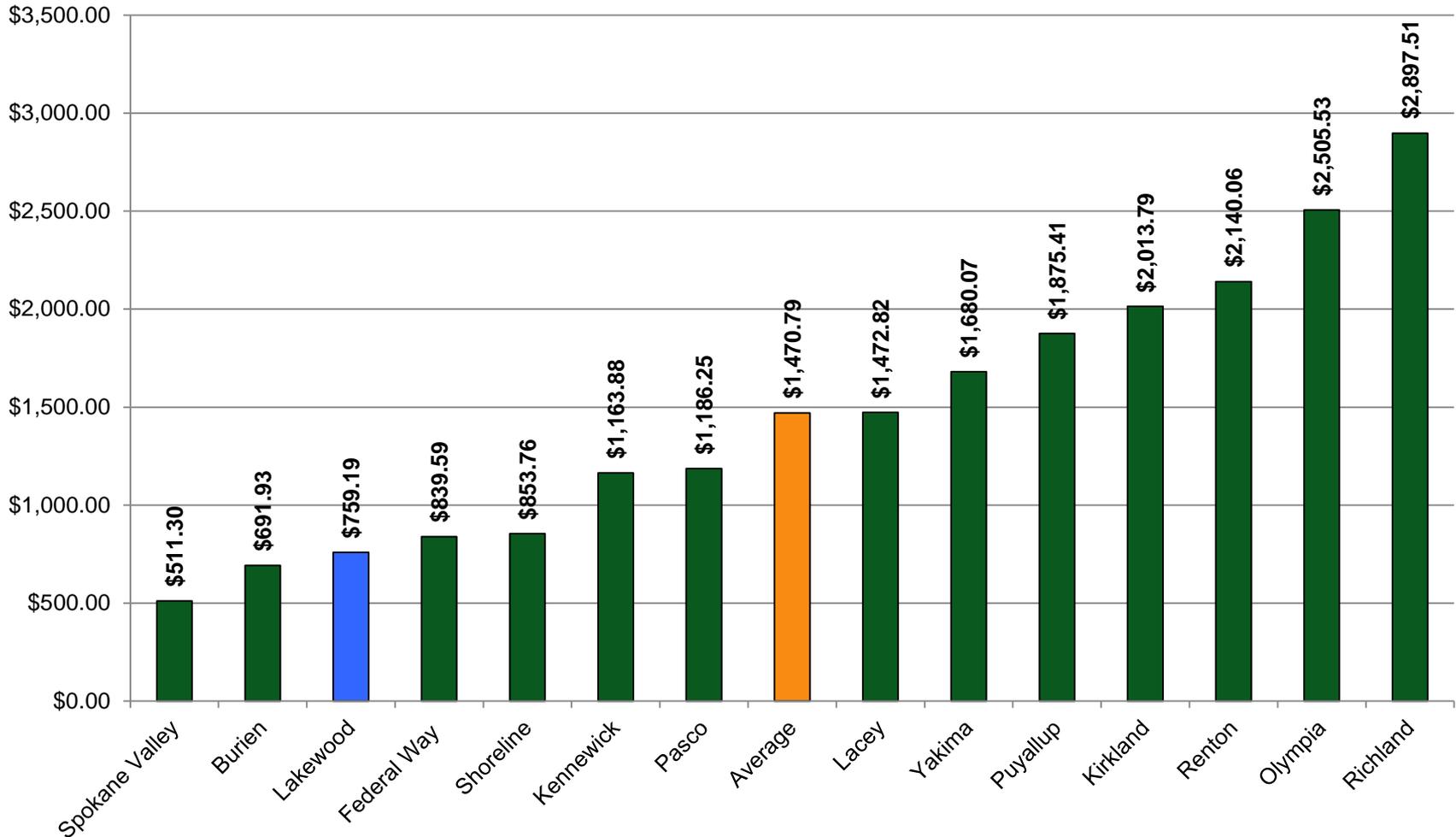


City Finances



2013 Total Expenditures per Capita

Like Cities



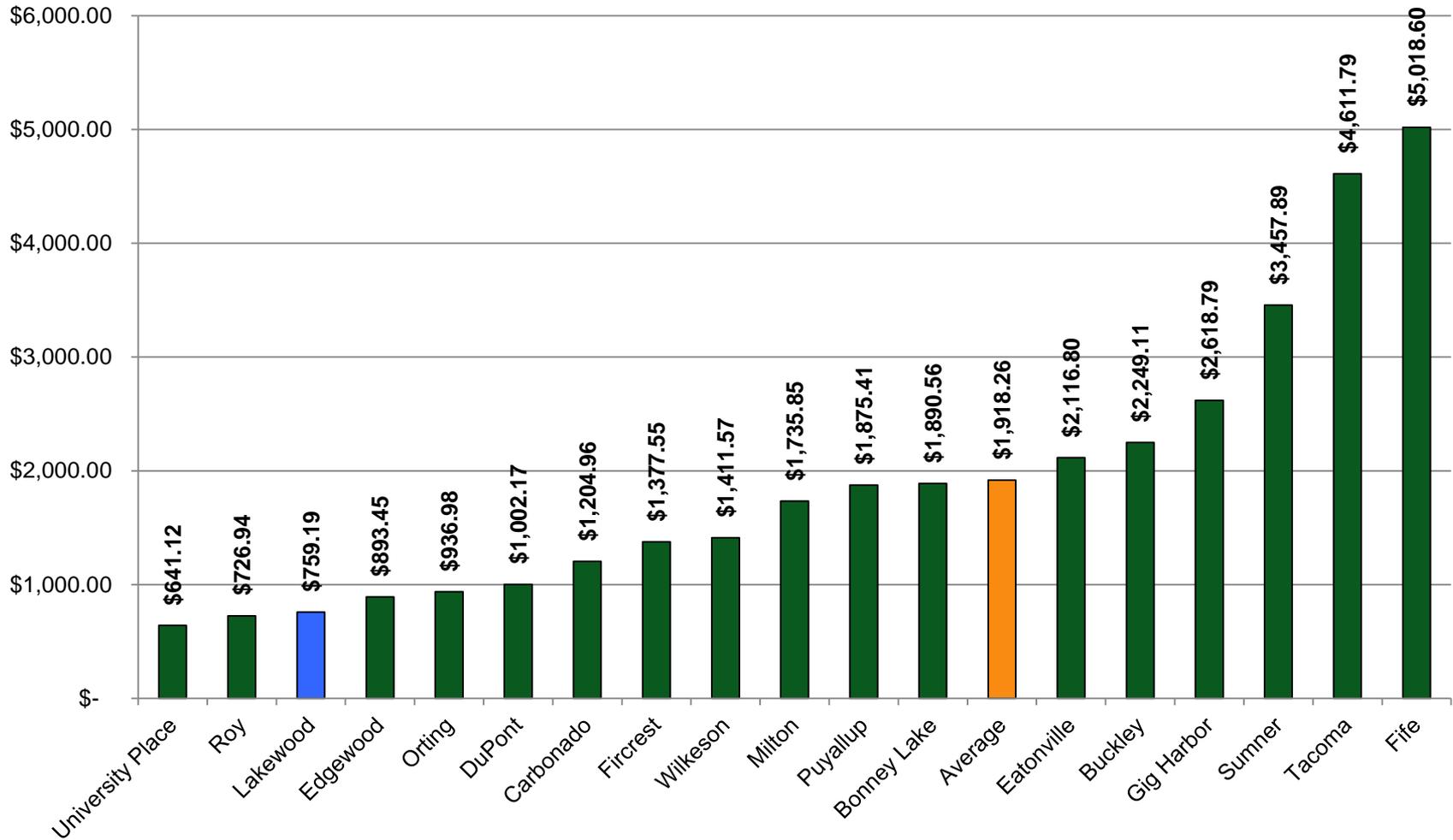
Source:

Washington State Auditor's Office: Local Government Financial Reporting System



2013 Total Expenditures per Capita

Pierce County

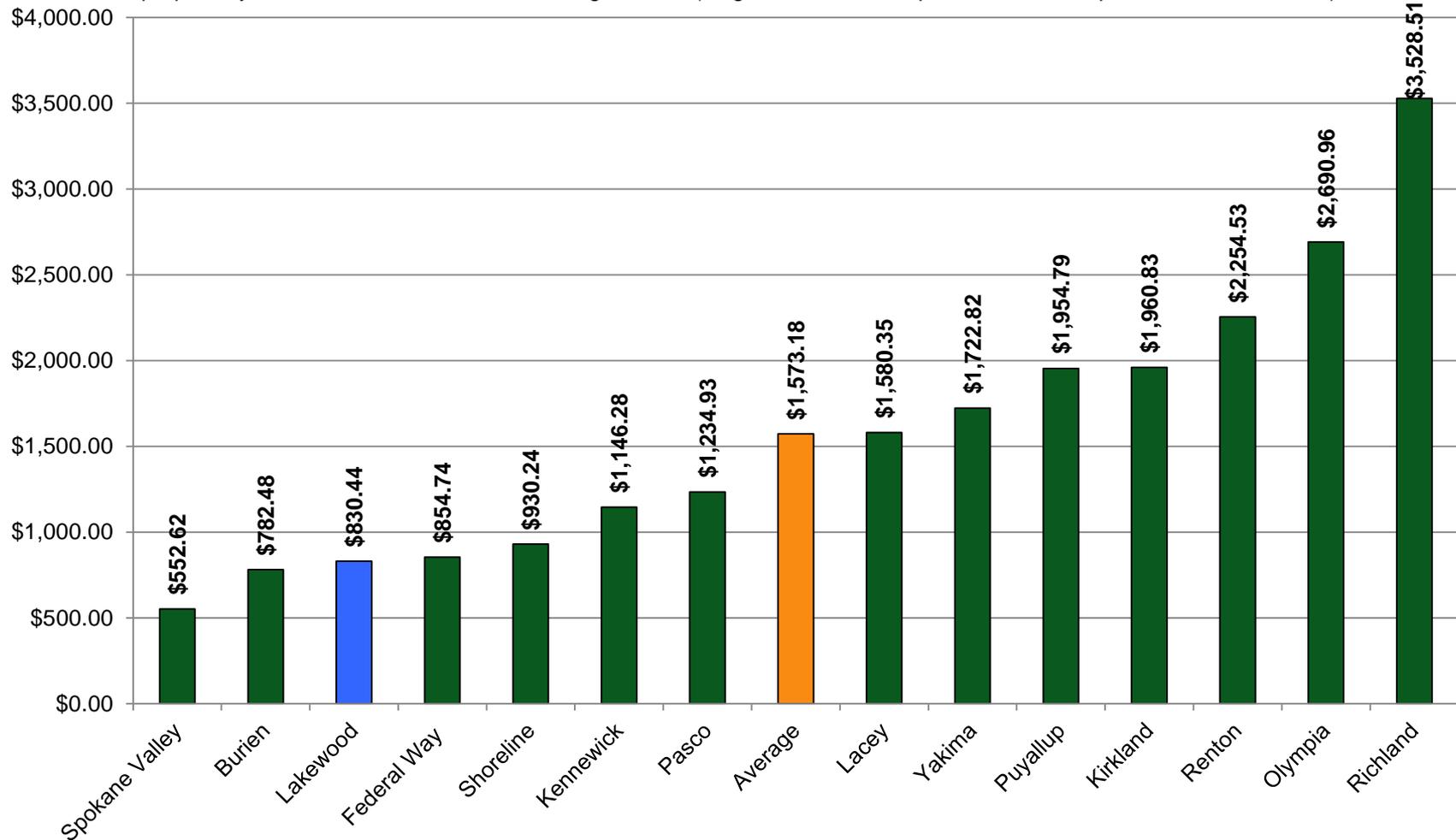




2013 Total Revenue per Capita

Like Cities

Revenues include: Taxes, licenses & Permits, intergovernmental revenues, charges for goods and services, fines and penalties, miscellaneous revenues, proprietary fund revenues and other financing sources (long-term debt, bond premiums and disposition of fixed assets)



Source:

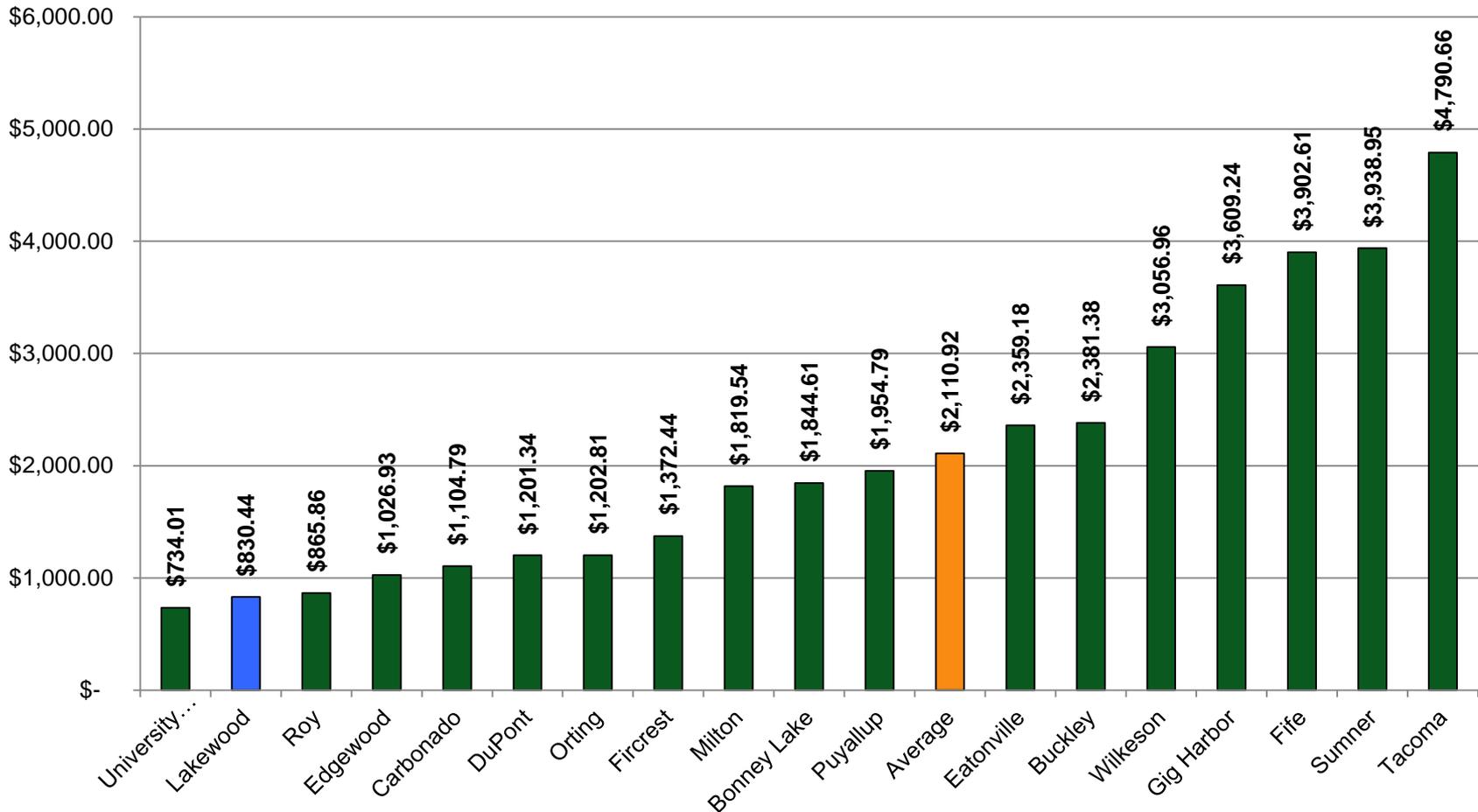
Washington State Auditor's Office: Local Government Financial Reporting System



2013 Total Revenue per Capita

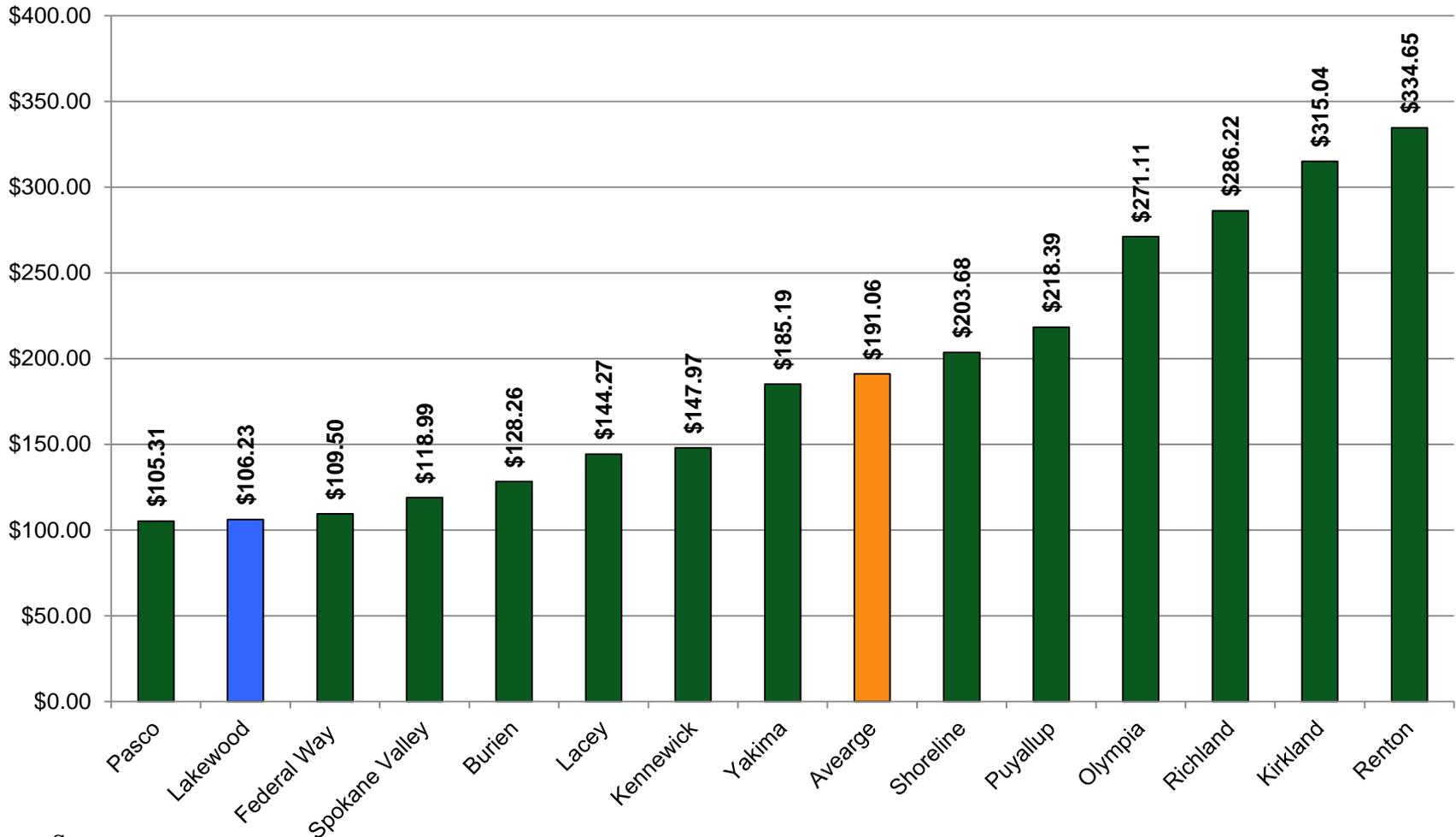
Pierce County

Revenues include: Taxes, licenses & Permits, intergovernmental revenues, charges for goods and services, fines and penalties, miscellaneous revenues, proprietary fund revenues and other financing sources (long-term debt, bond premiums and disposition of fixed assets)





2013 Property Tax Revenue per Capita *Like Cities*

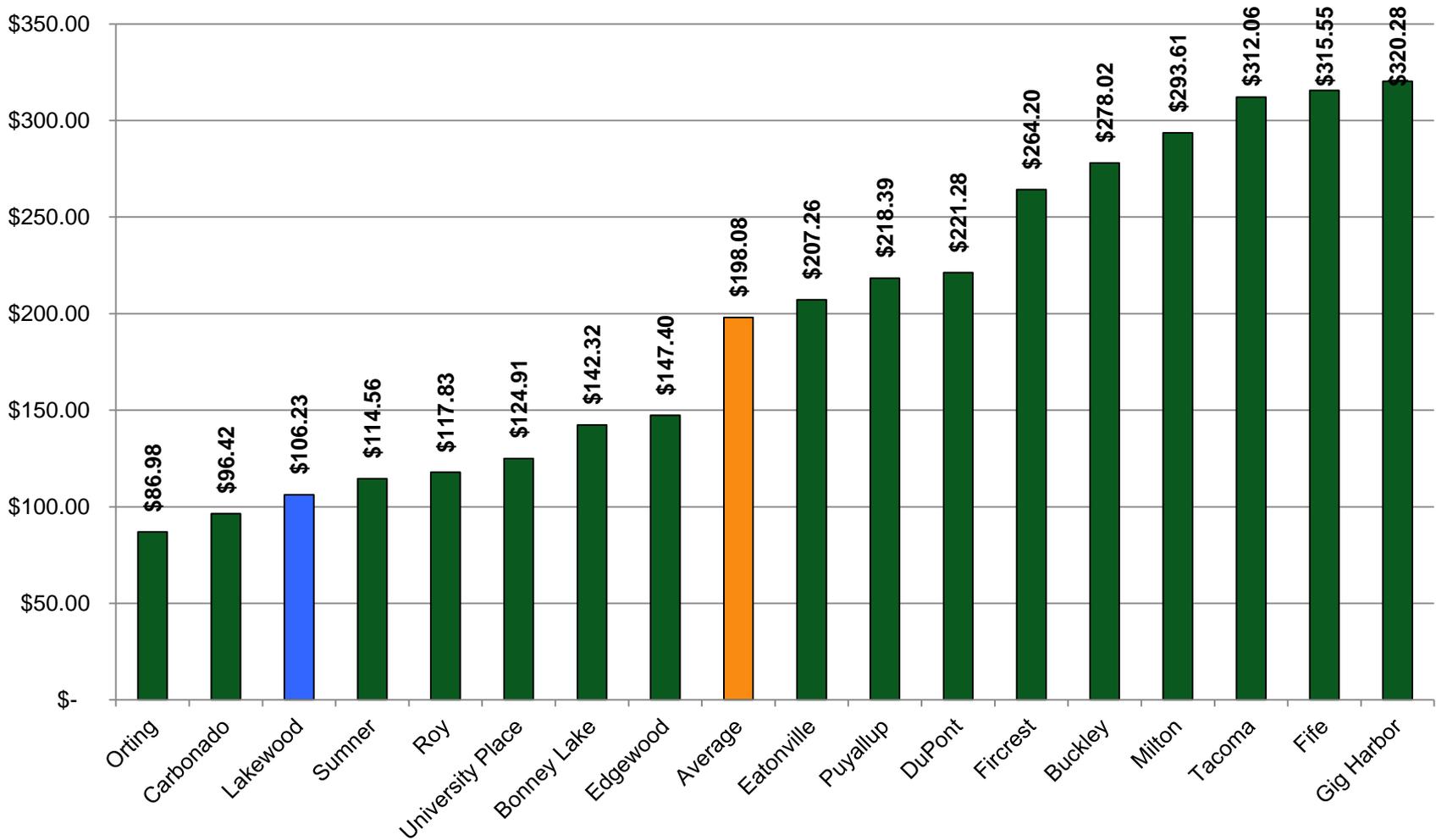


Source:

Washington State Auditor's Office: Local Government Financial Reporting System



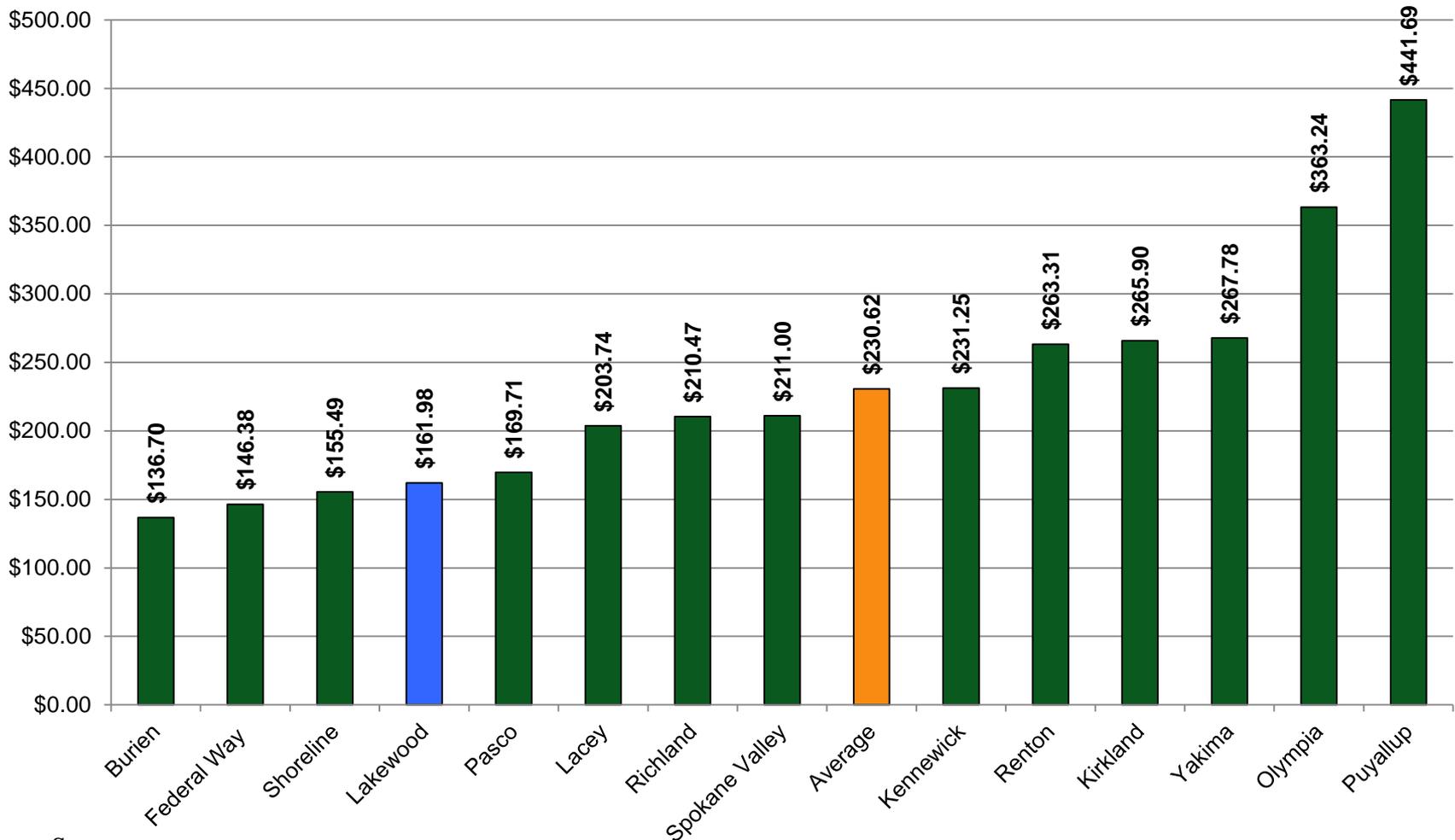
2013 Property Tax Revenue per Capita Pierce County





2013 Sales & Use Tax Revenue per Capita

Like Cities

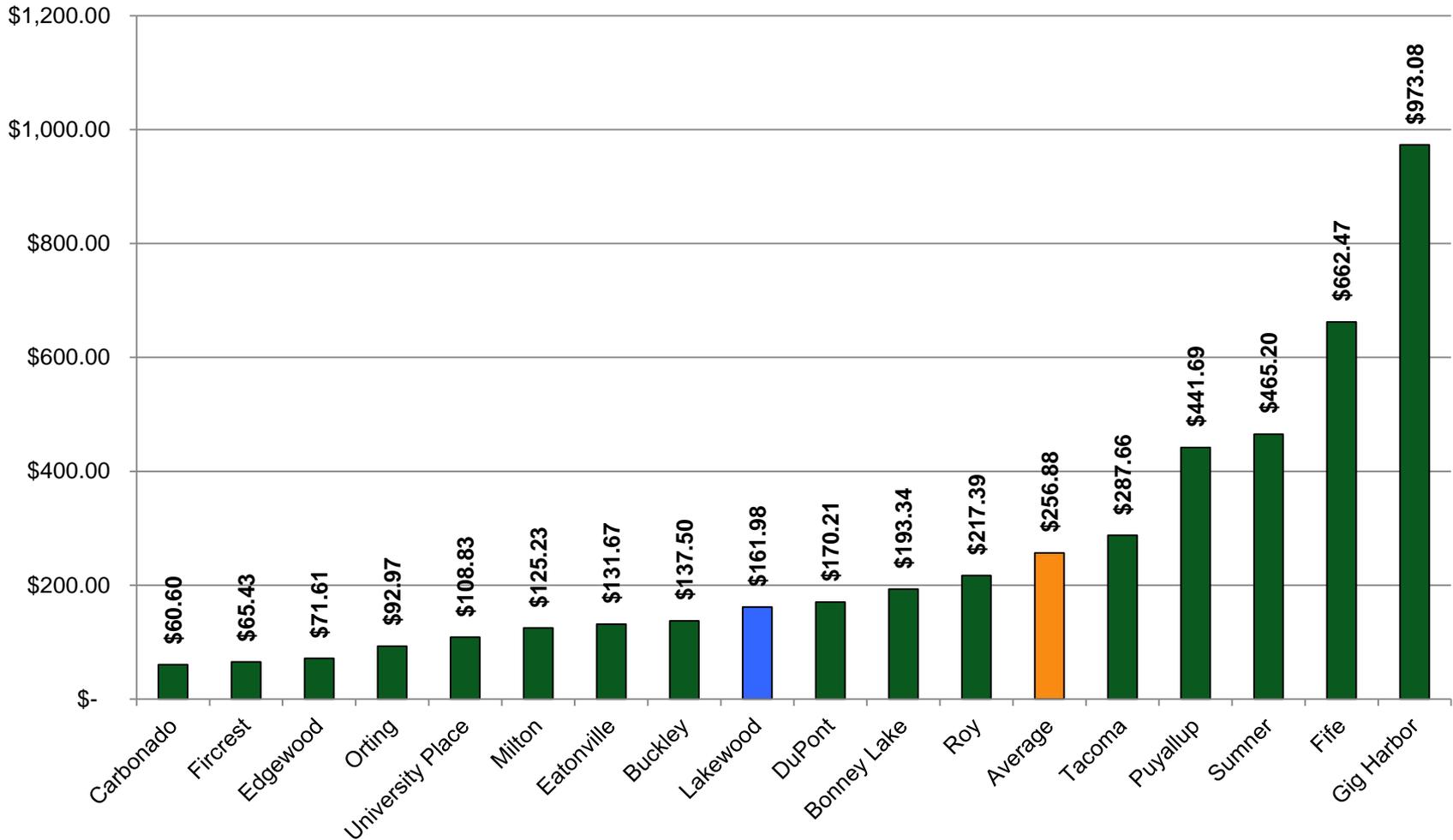


Source:

Washington State Auditor's Office: Local Government Financial Reporting System

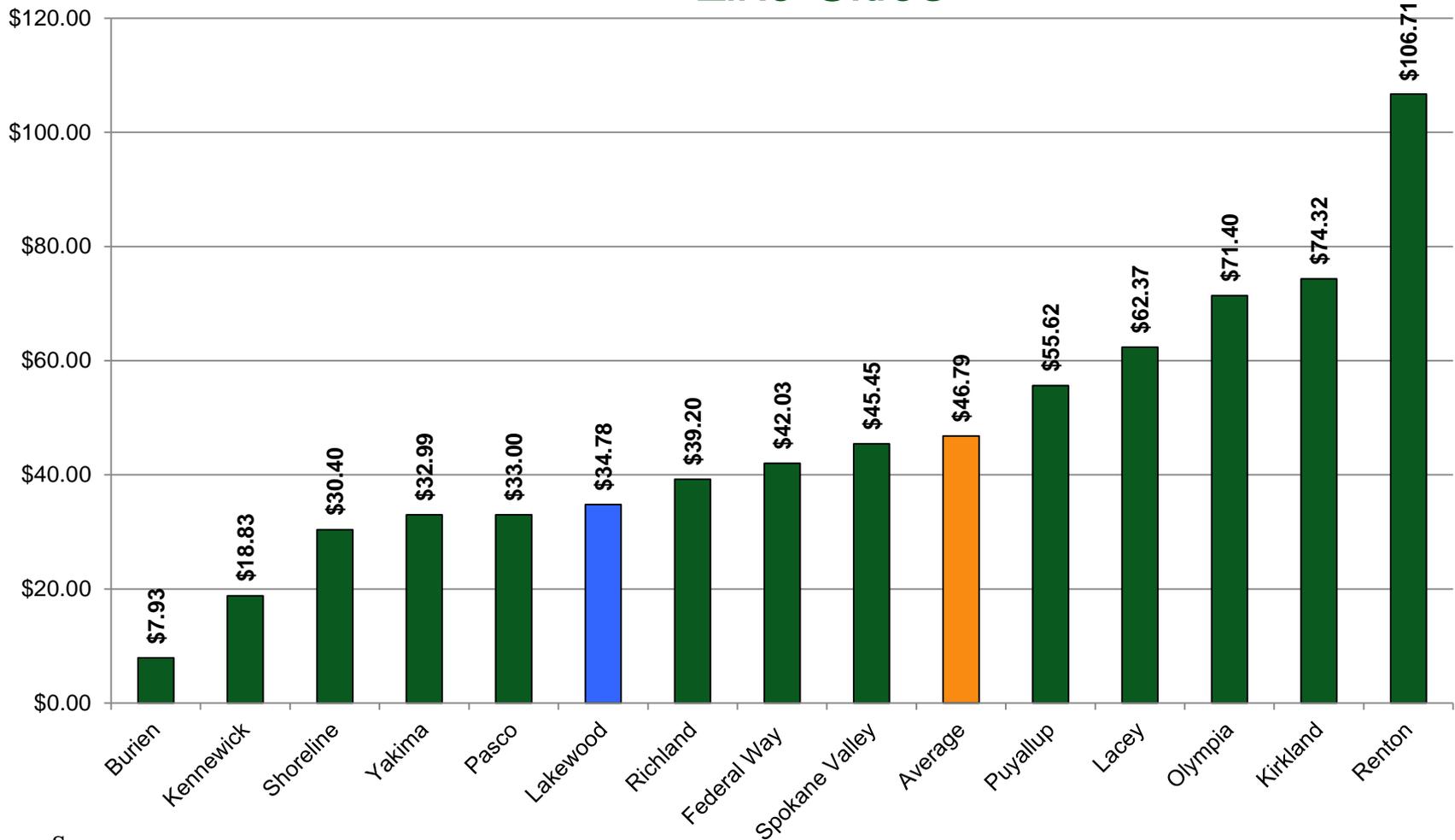


2013 Sales & Use Tax Revenue per Capita Pierce County





2013 Road & Street Maintenance Expenditures per Capita *Like Cities*

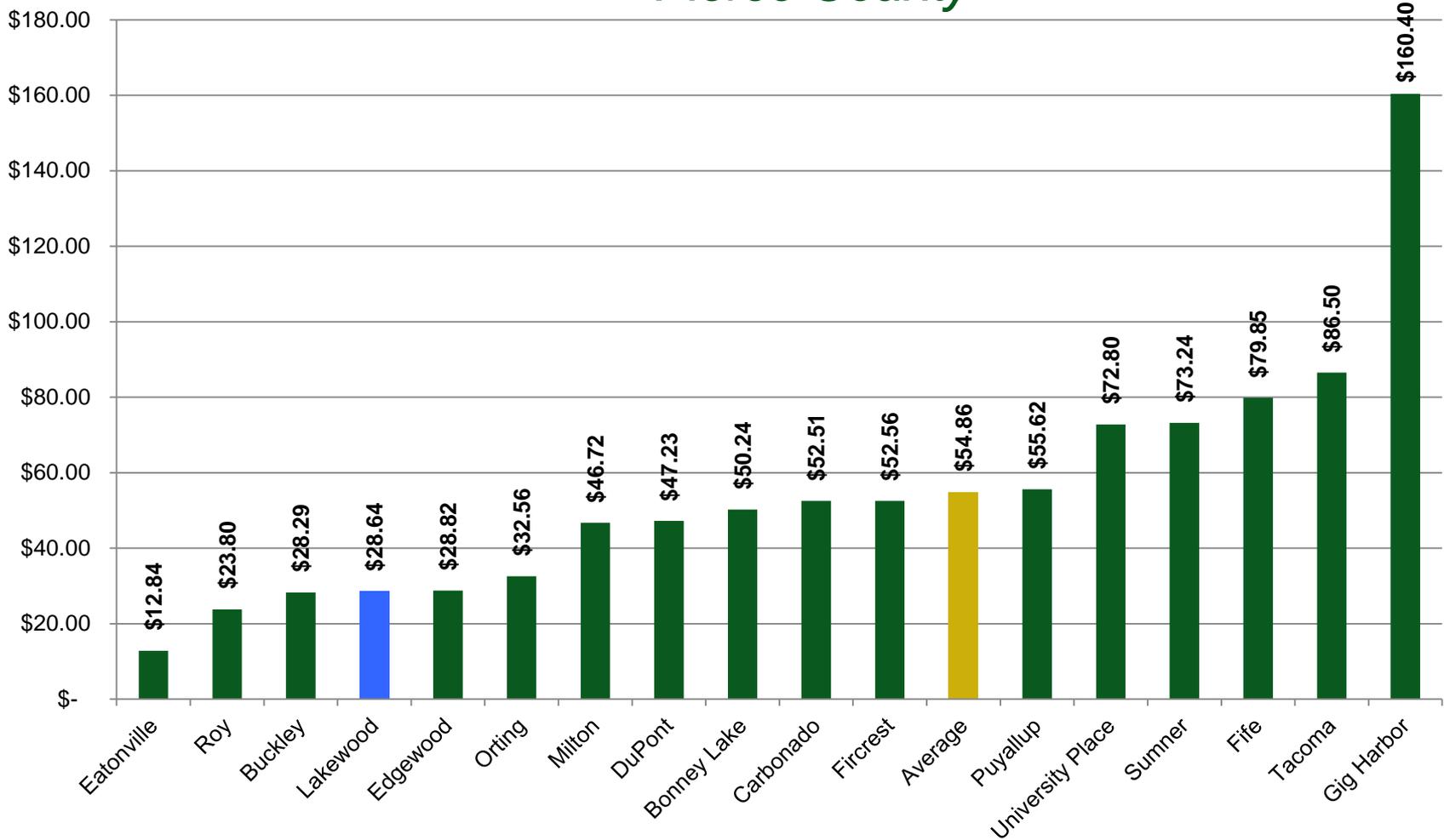


Source:

Washington State Auditor's Office: Local Government Financial Reporting System



2013 Road & Street Maintenance Expenditures per Capita *Pierce County*





Municipal Bond Ratings

Like Cities

City	Bond Rating
Bremerton	AA
Kennewick	AA
Kirkland	AAA
Lacey	AA
Lakewood	AA-
Olympia	AA
Pasco	AA-
Puyallup	AA
Renton	AA+
Richland	AA
Shoreline	AA+
Yakima	AA-



Municipal Bond Ratings

Pierce County

City	Bond Rating
Bonney Lake	AA+
Buckley	AA-
DuPont	AA
Edgewood	AA+
Fife	A+
Gig Harbor	AA-
Lakewood	AA-
Milton	AA
Puyallup	AA
Steilacoom	AA-
Sumner	AA
Tacoma	AA+
University Place	AA-



City Staffing

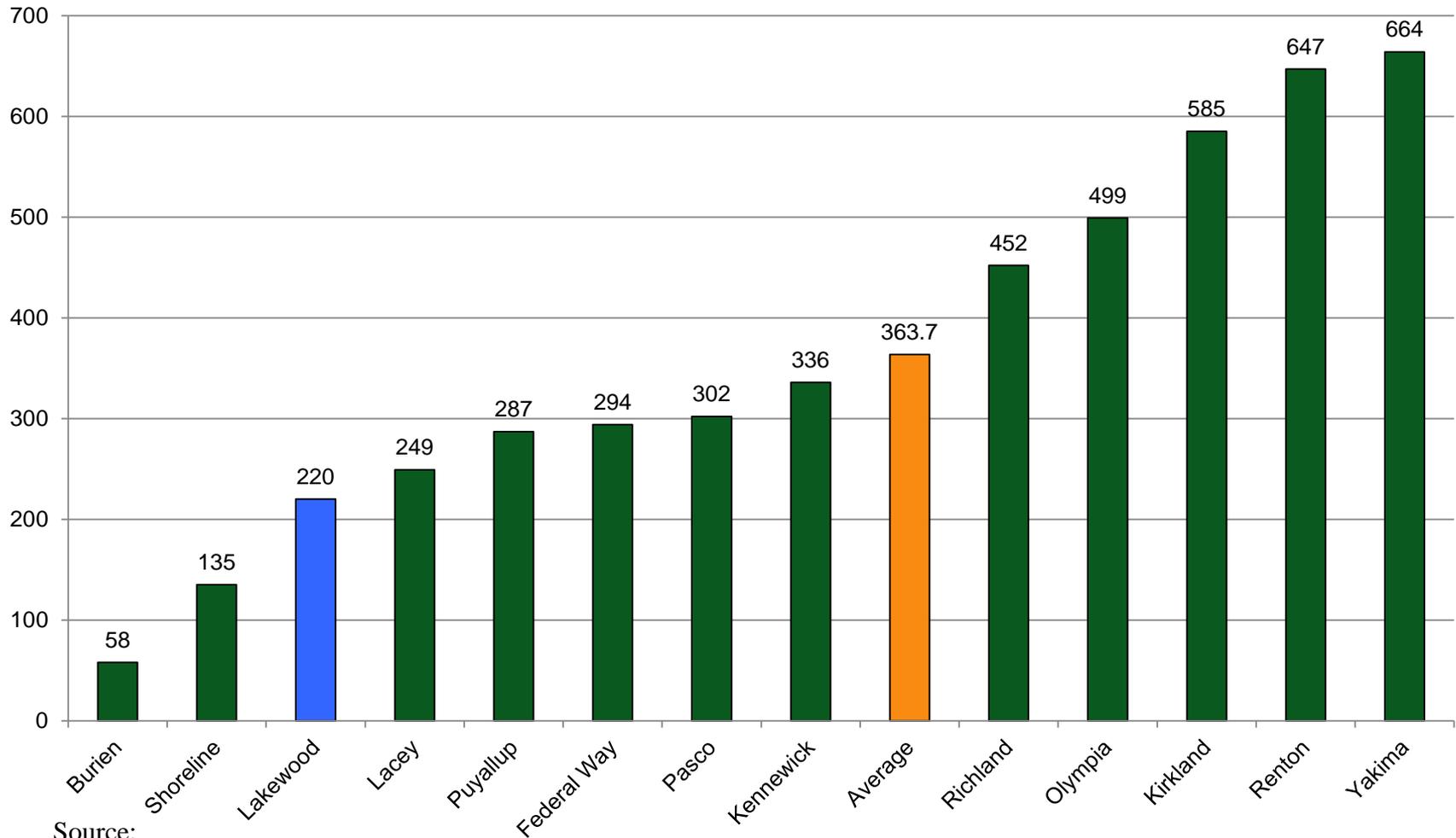


Summary of Section- City Staffing

- The information provided for this portion was gathered using a self-reported survey provided to each City.
- Pierce County cities did not respond to the survey
- Using a survey makes it difficult to guarantee if the numbers are comparable.
- The City of Lakewood is not a full-service city and that is reflected in the data.



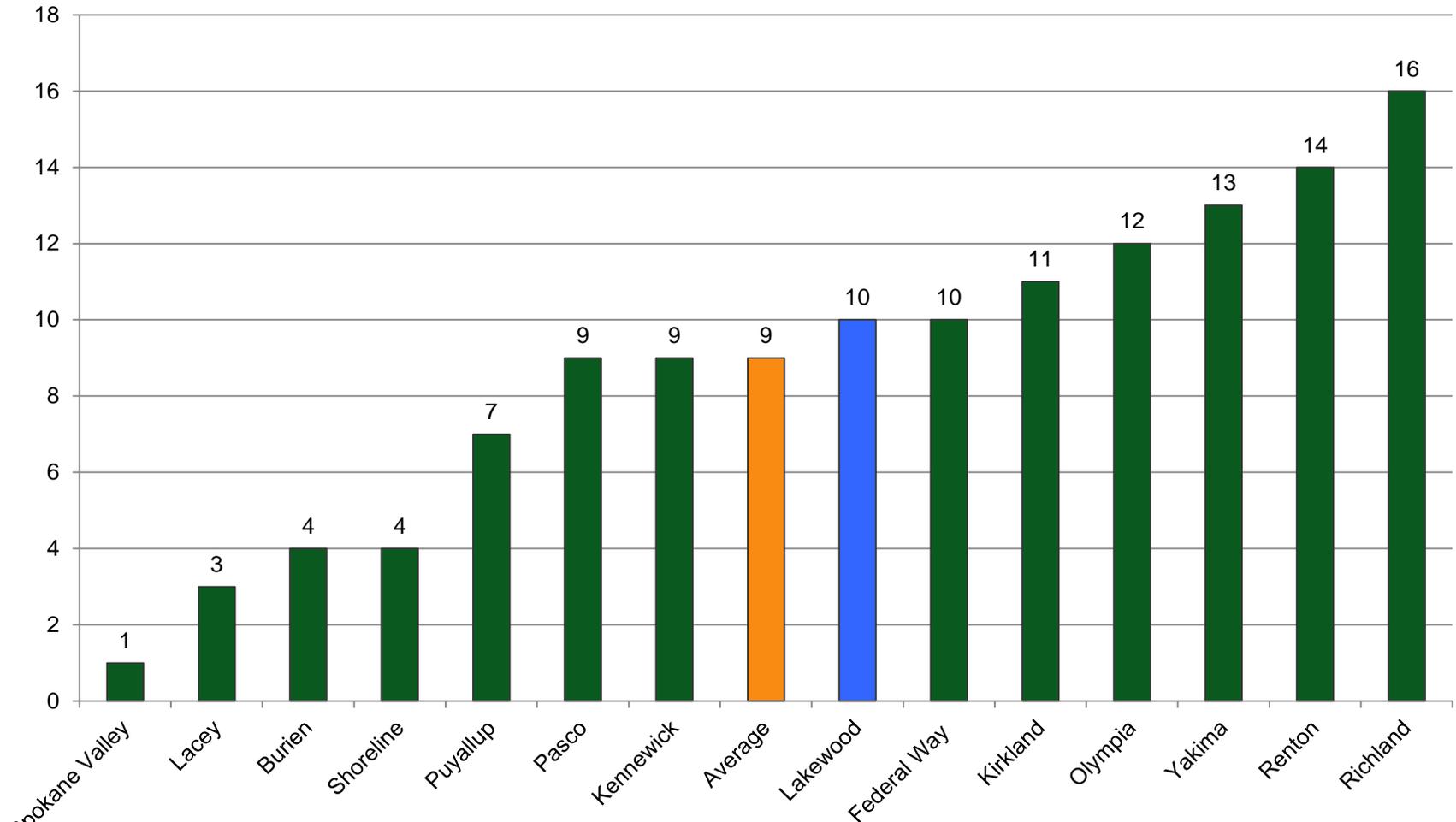
2014 Total City FTE's



Source:
City Response to Survey



2015 Number of Boards and Commissions



Source:
City Websites



Parks and Recreation

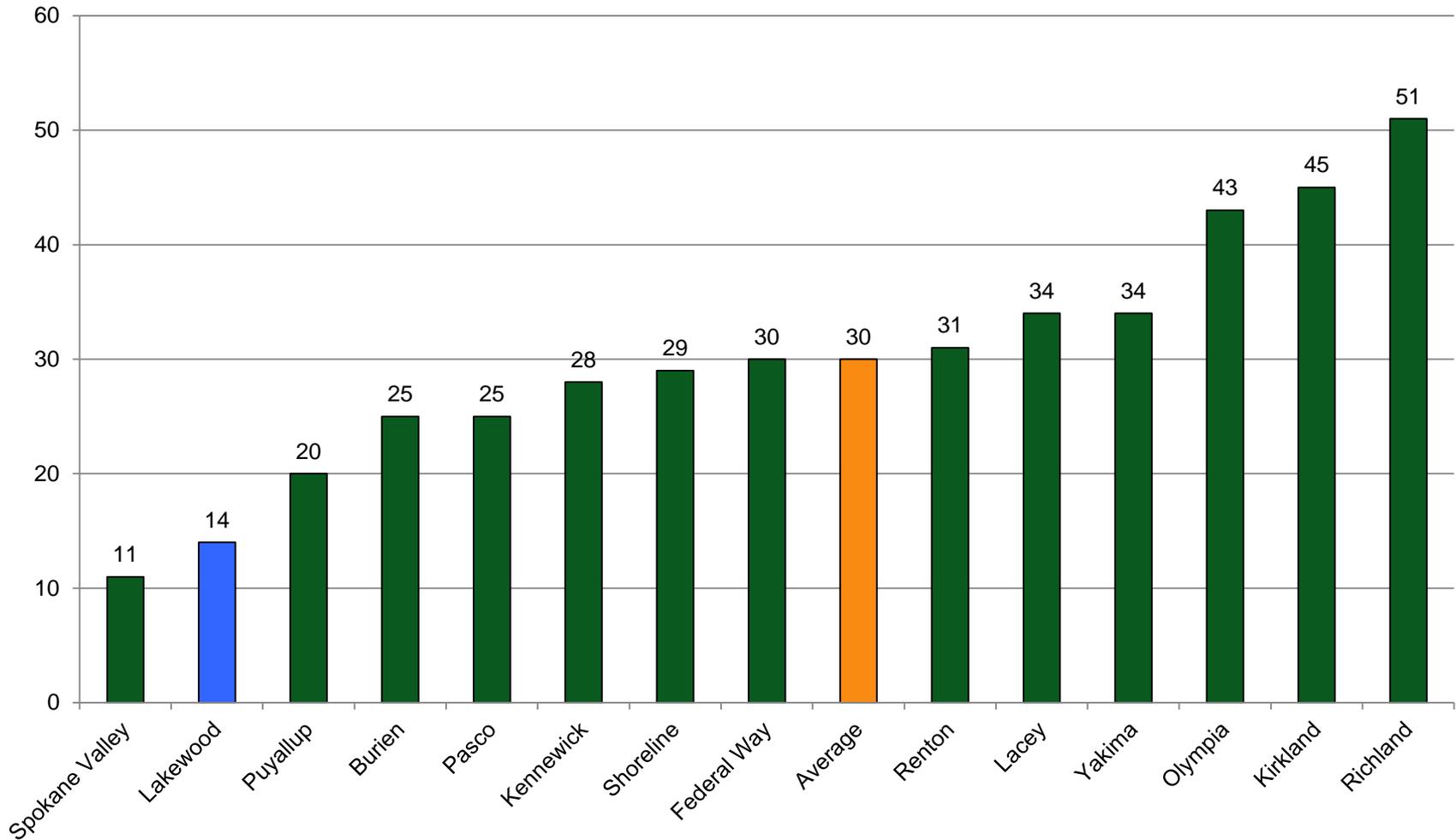


Summary of Section- Parks and Recreation

- The information provided for this portion was gathered using a self-reported survey provided to each City.
- Pierce County cities did not respond to the survey
- Using a survey makes it difficult to guarantee if the numbers are comparable.
- The City of Lakewood is not a full-service city and that is reflected in the data.



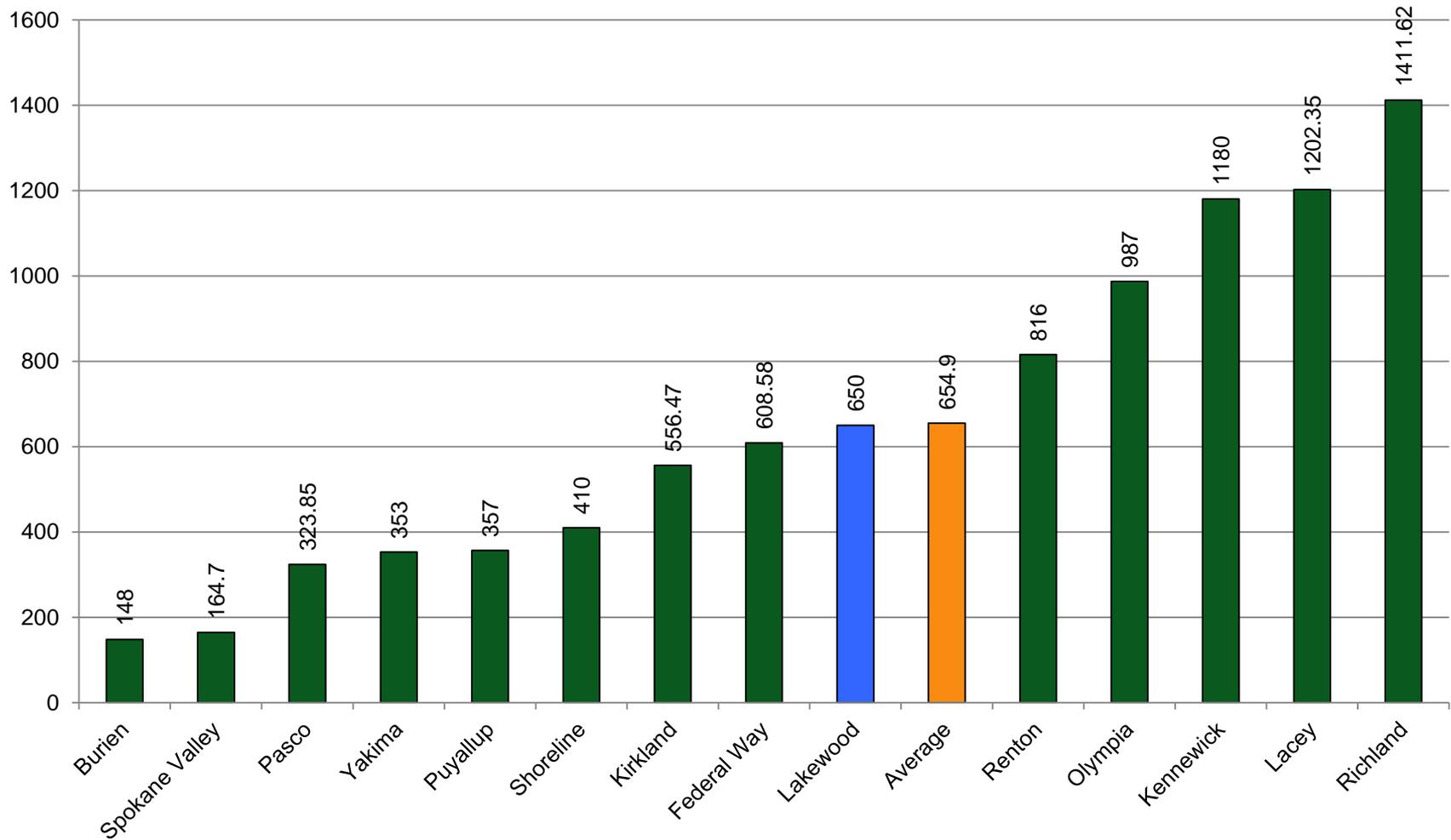
2014 Number of Active Parks



Source:
City Websites & City Response to Survey



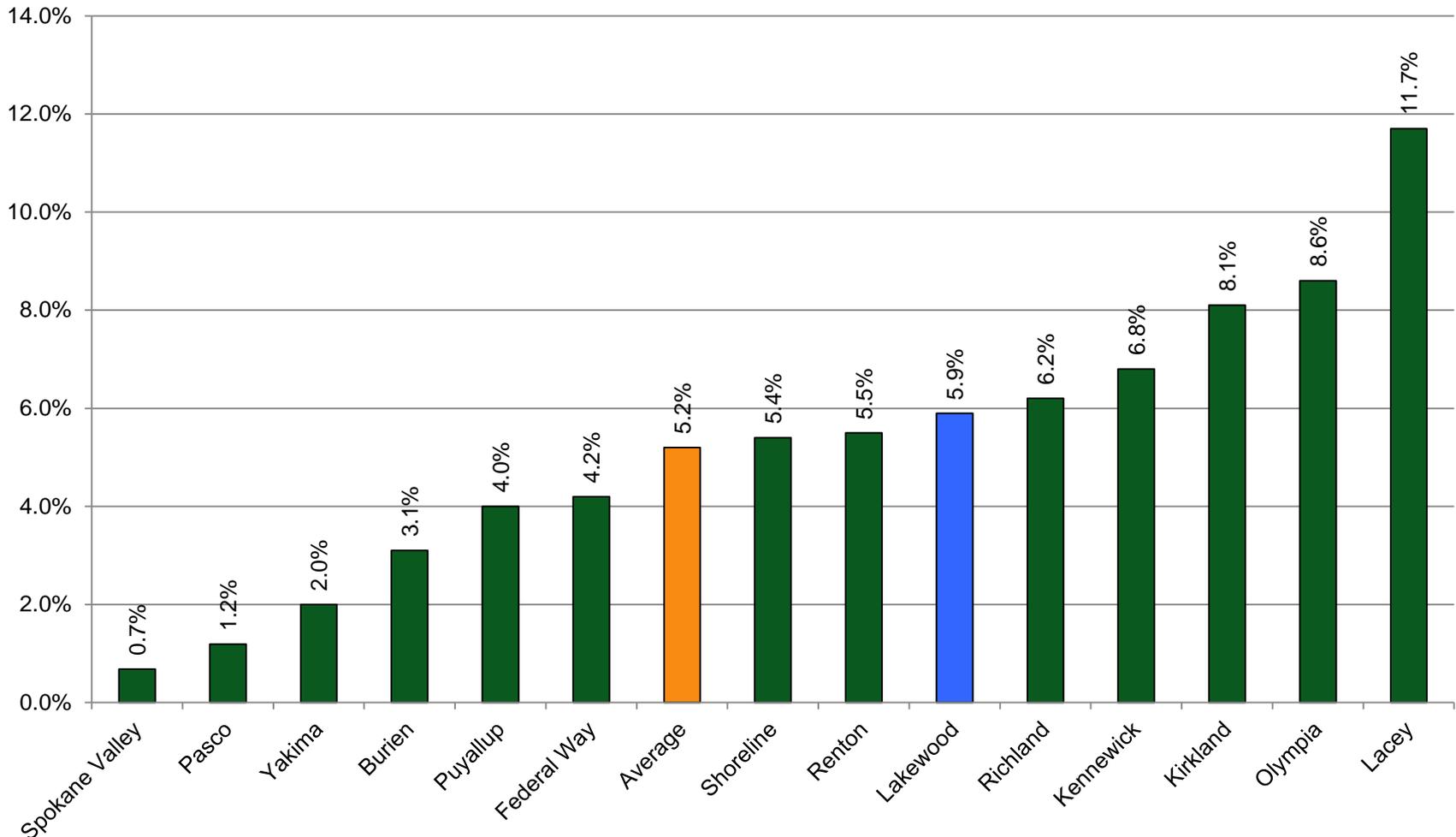
2014 Active Park Acreage



Source:
City Websites and City Response to Survey



2014 Percentage of Park Acreage to Total City Acreage



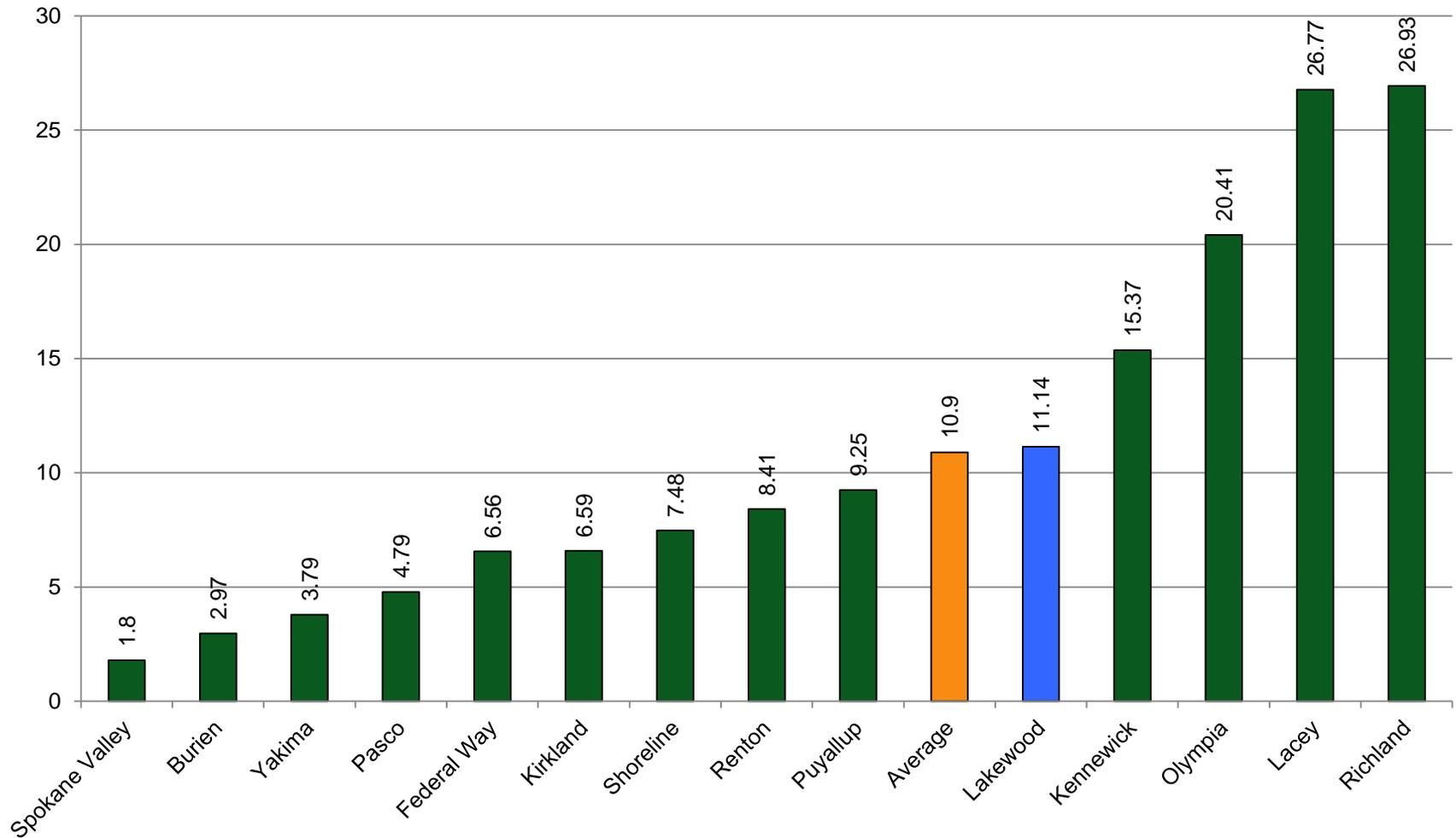
Source:

City Websites & City Response to Survey

US Census Bureau website- State & County Quickfacts



2014 Active Park Acre per 1,000 Population



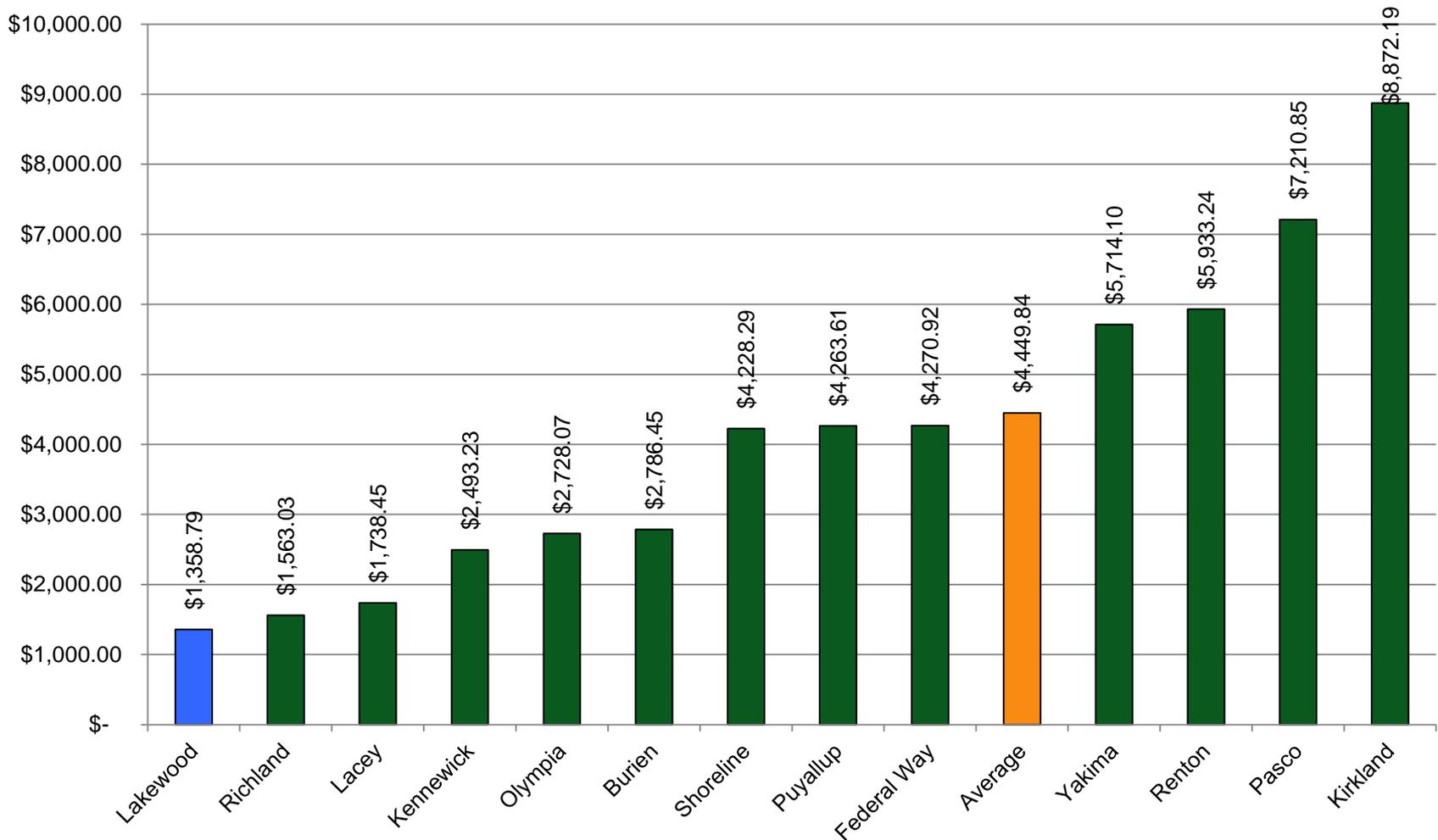
Source:

City Websites & City Response to Survey

US Census Bureau website- State & County Quickfacts



2014 Park Maintenance Expenditures per Acre



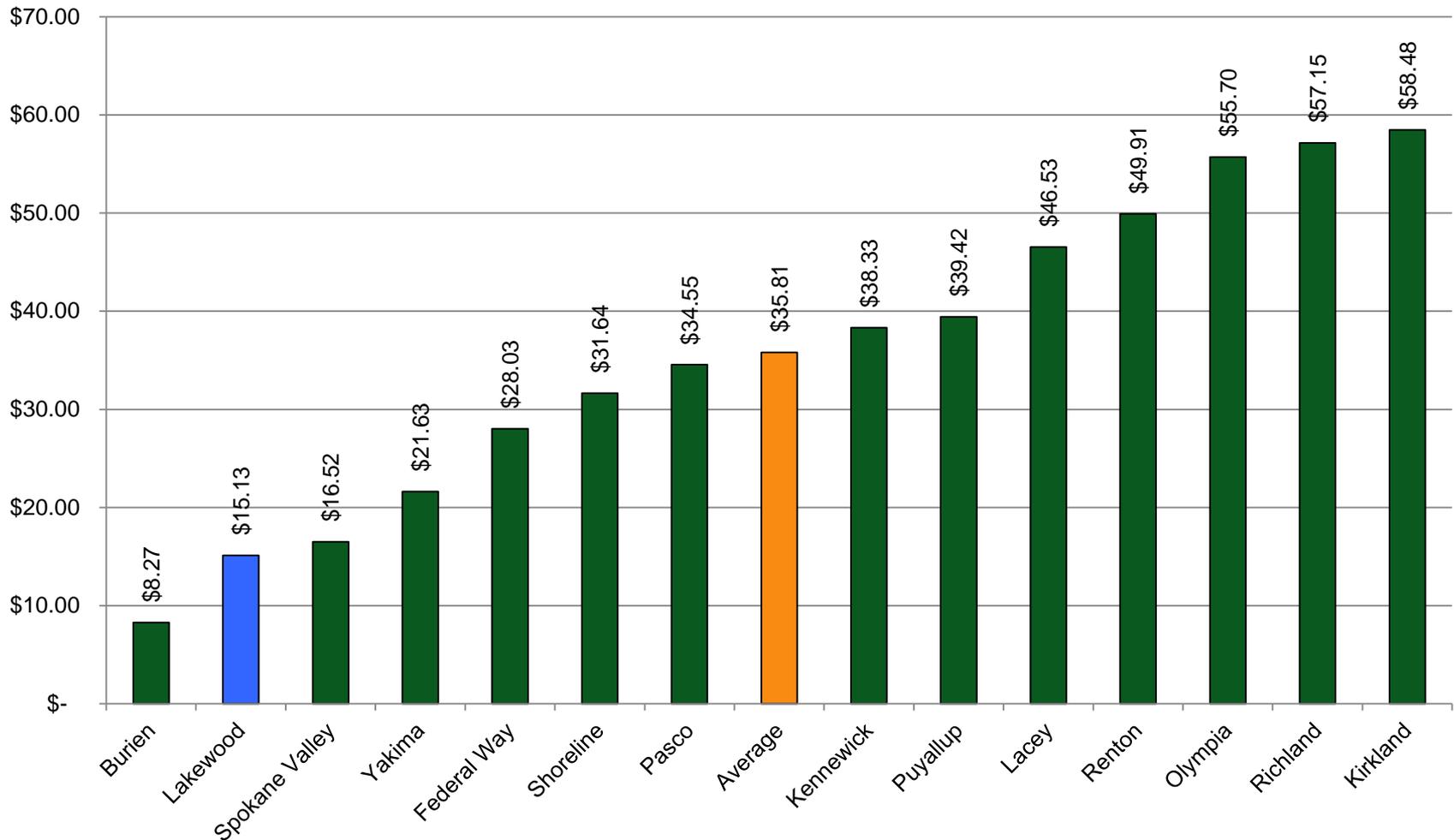
Source:

City Websites & City Response to Survey

Washington State Auditor's Office: Local Government Financial Reporting System



2014 Park Maintenance Expenditures per Capita



Source:

City Websites & City Response to Survey

Washington State Auditor's Office: Local Government Financial Reporting System

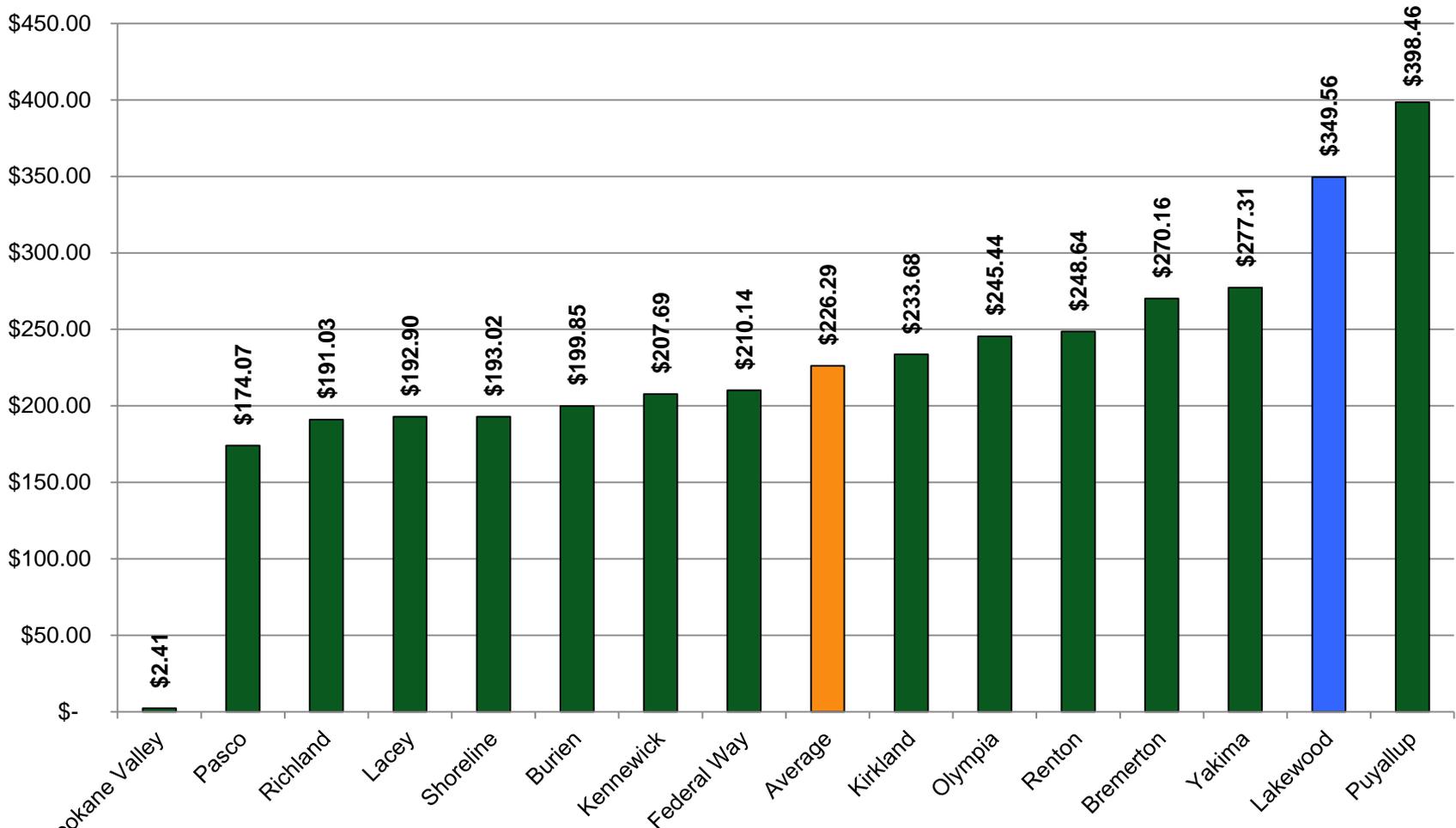


Public Safety



2013 Criminal Services Expenditures per Capita

Like Cities

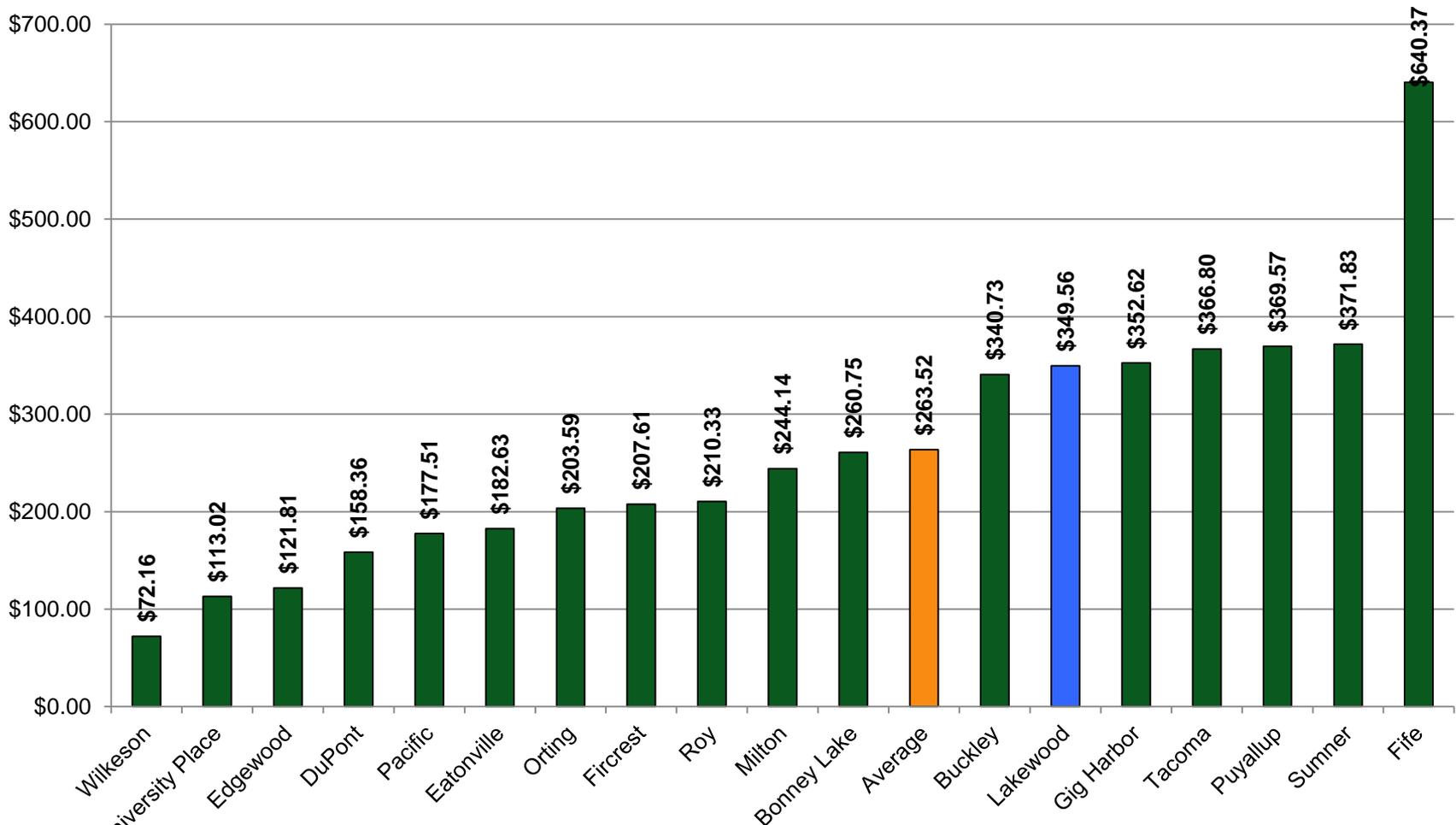


Source:

Washington State Auditor's Office: Local Government Financial Reporting System



2013 Criminal Services Expenditures per Capita Pierce County

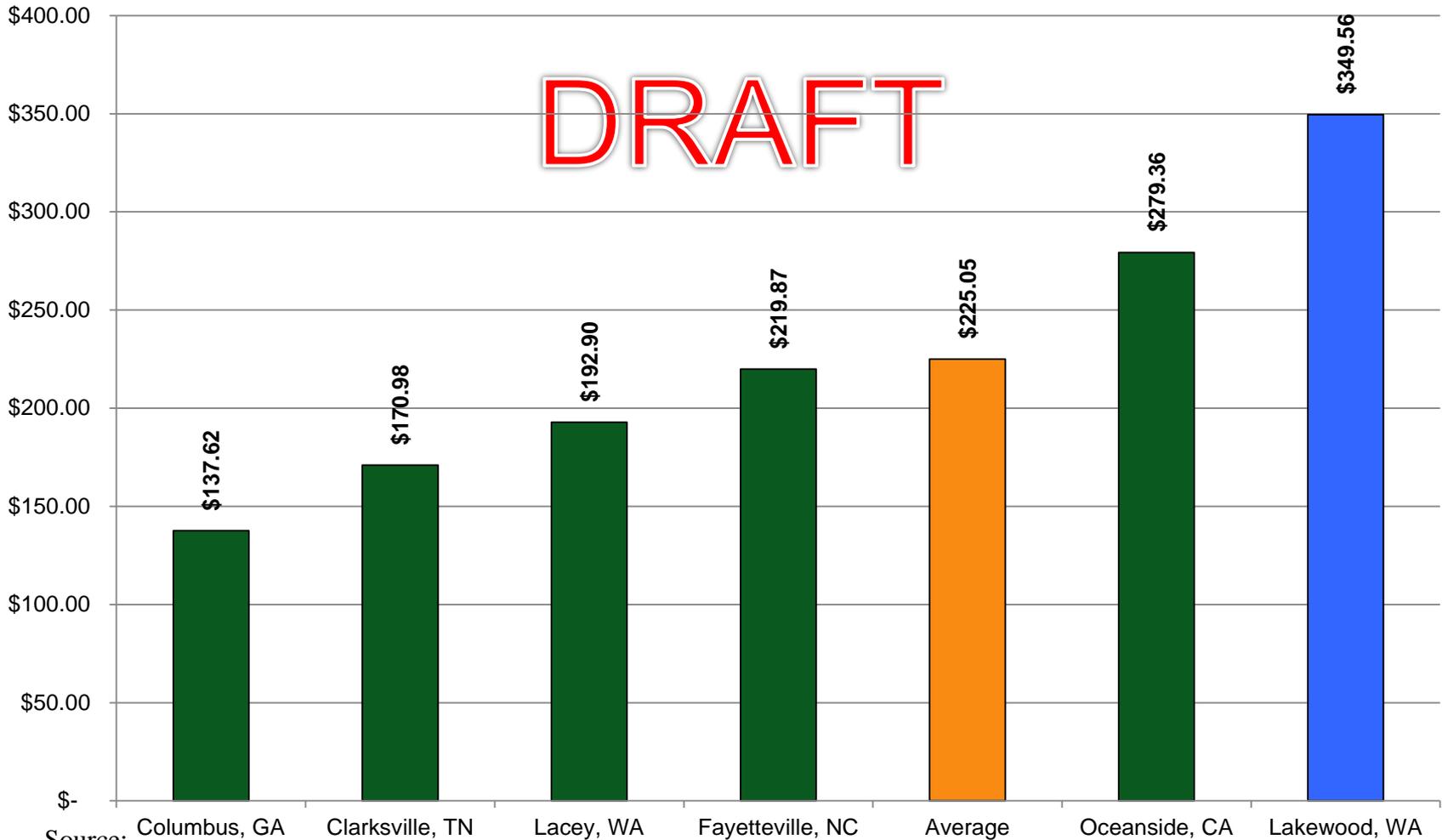


Source:

Washington State Auditor's Office: Local Government Financial Reporting System



2013 Criminal Services Expenditures per Capita Military Cities



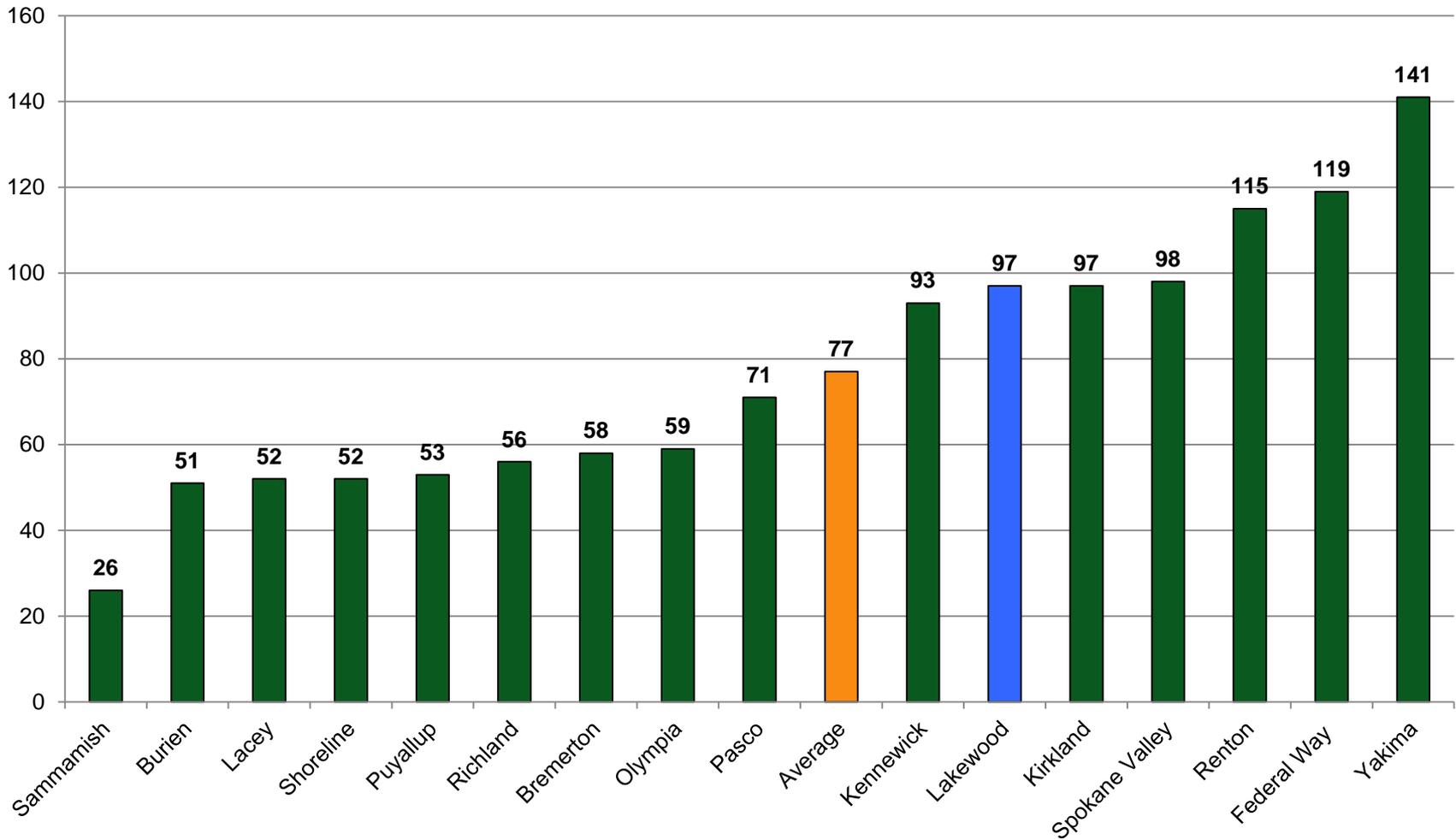
Source:

Columbus, GA Clarksville, TN Lacey, WA Fayetteville, NC Average Oceanside, CA Lakewood, WA

Washington State Auditor's Office: Local Government Financial Reporting System & City Response to Survey



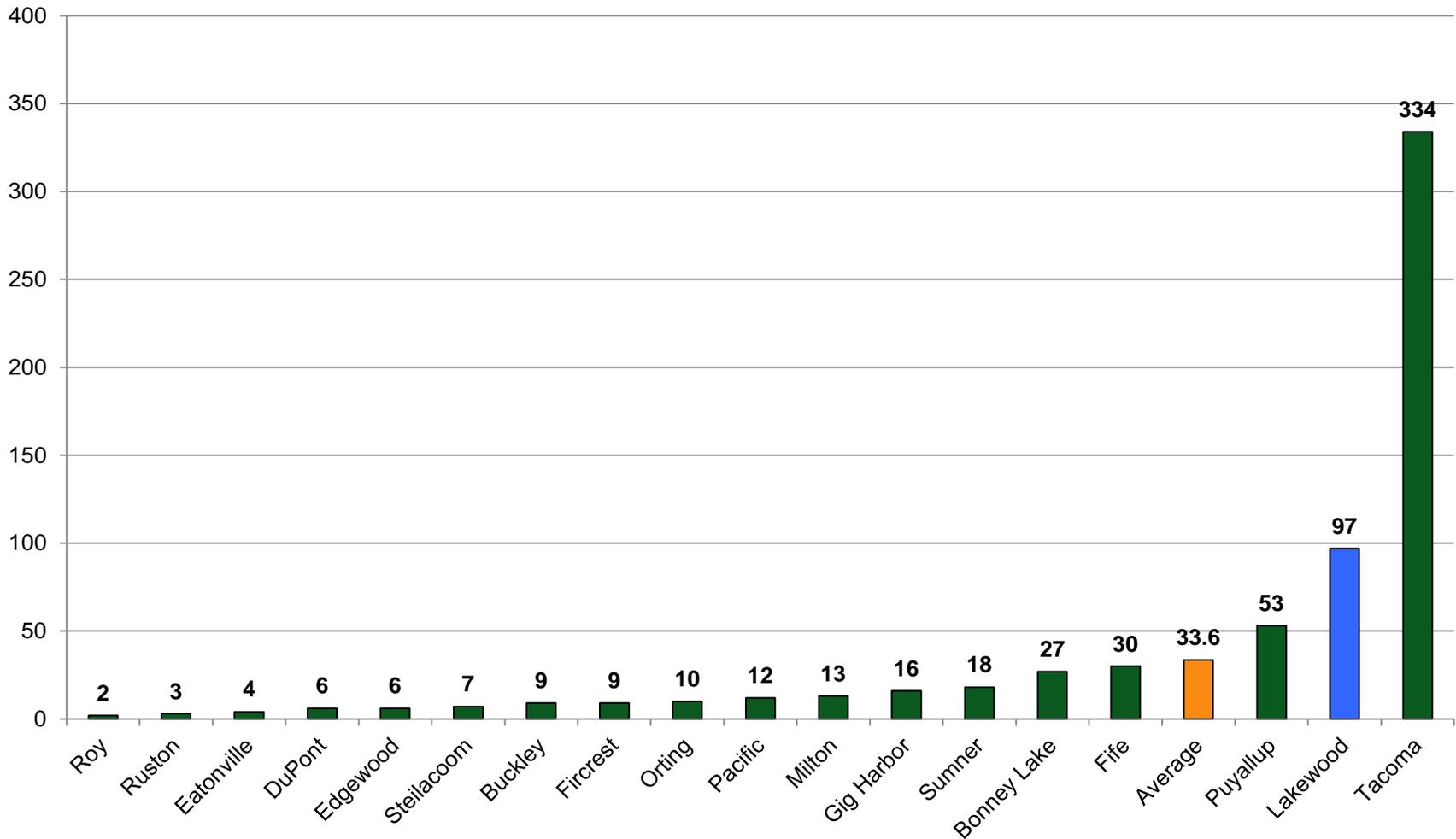
2013 Total Number of Commissioned Officers *Like Cities*





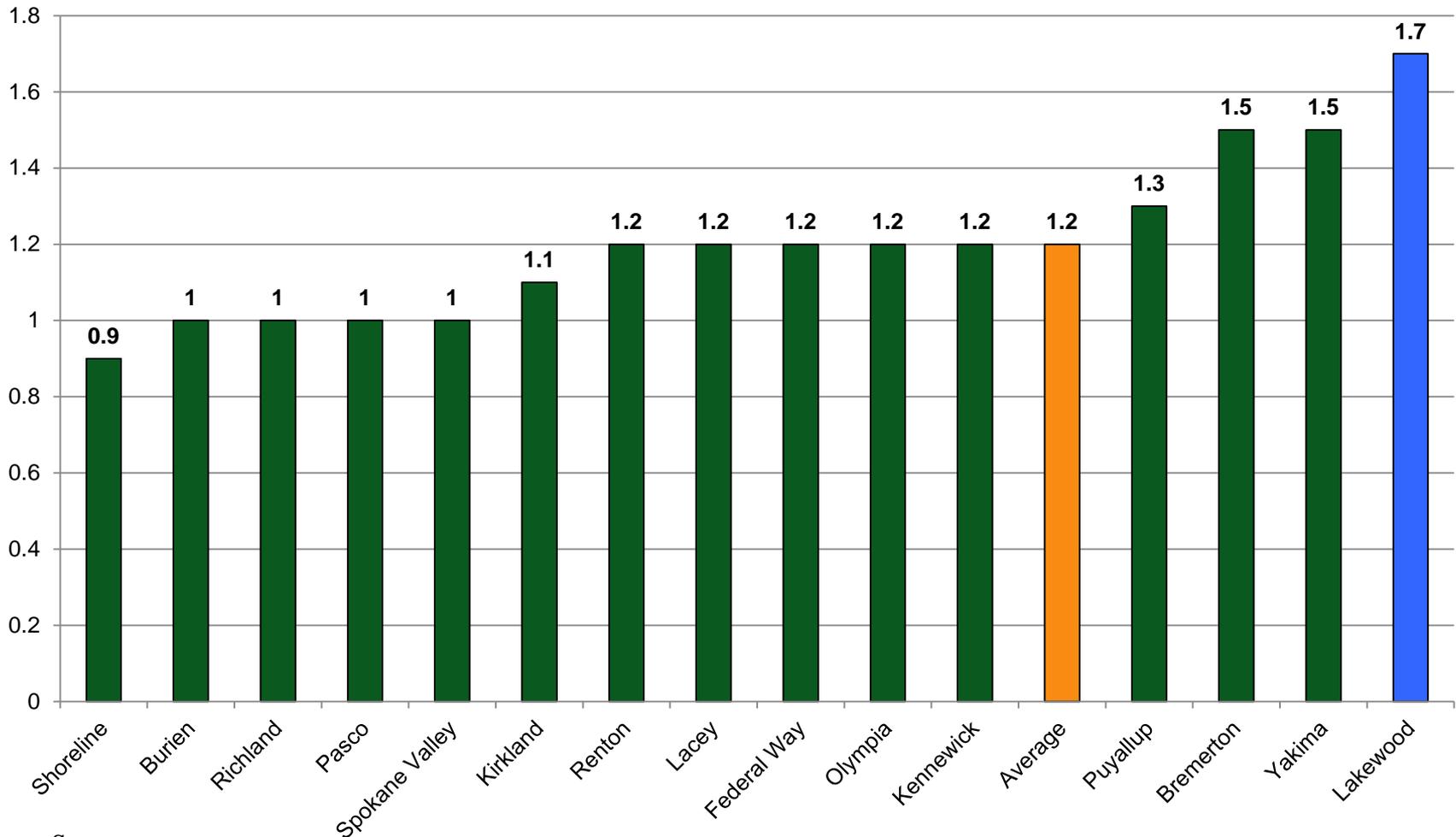
2013 Total Number of Commissioned Officers

Pierce County





2013 Commissioned Officers per 1,000 Population *Like Cities*



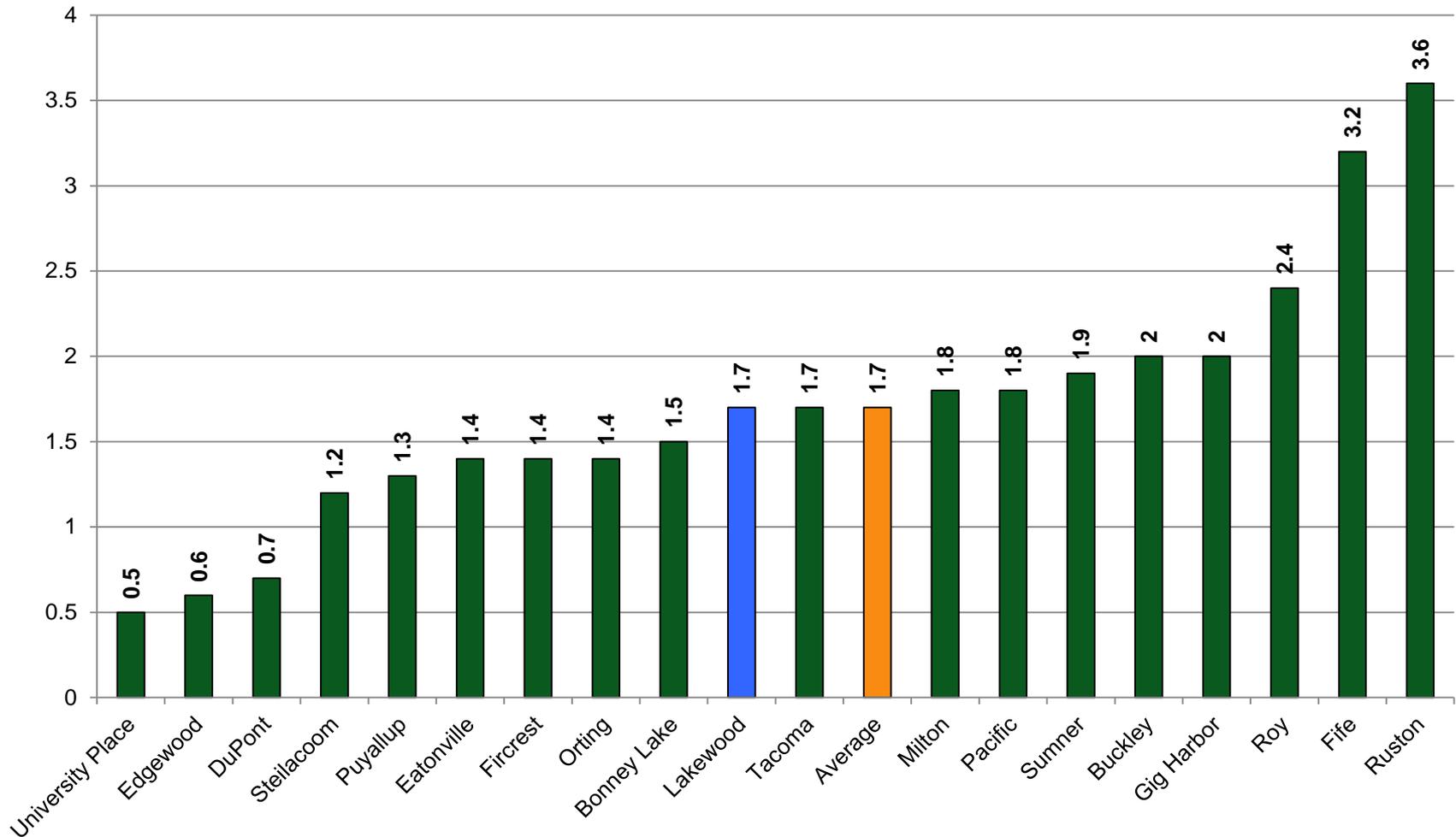
Source:

Washington Association for Sherriff's and Police Chiefs: 2013 *Crime in Washington* Report



2013 Commissioned Officers per 1,000 Population

Pierce County

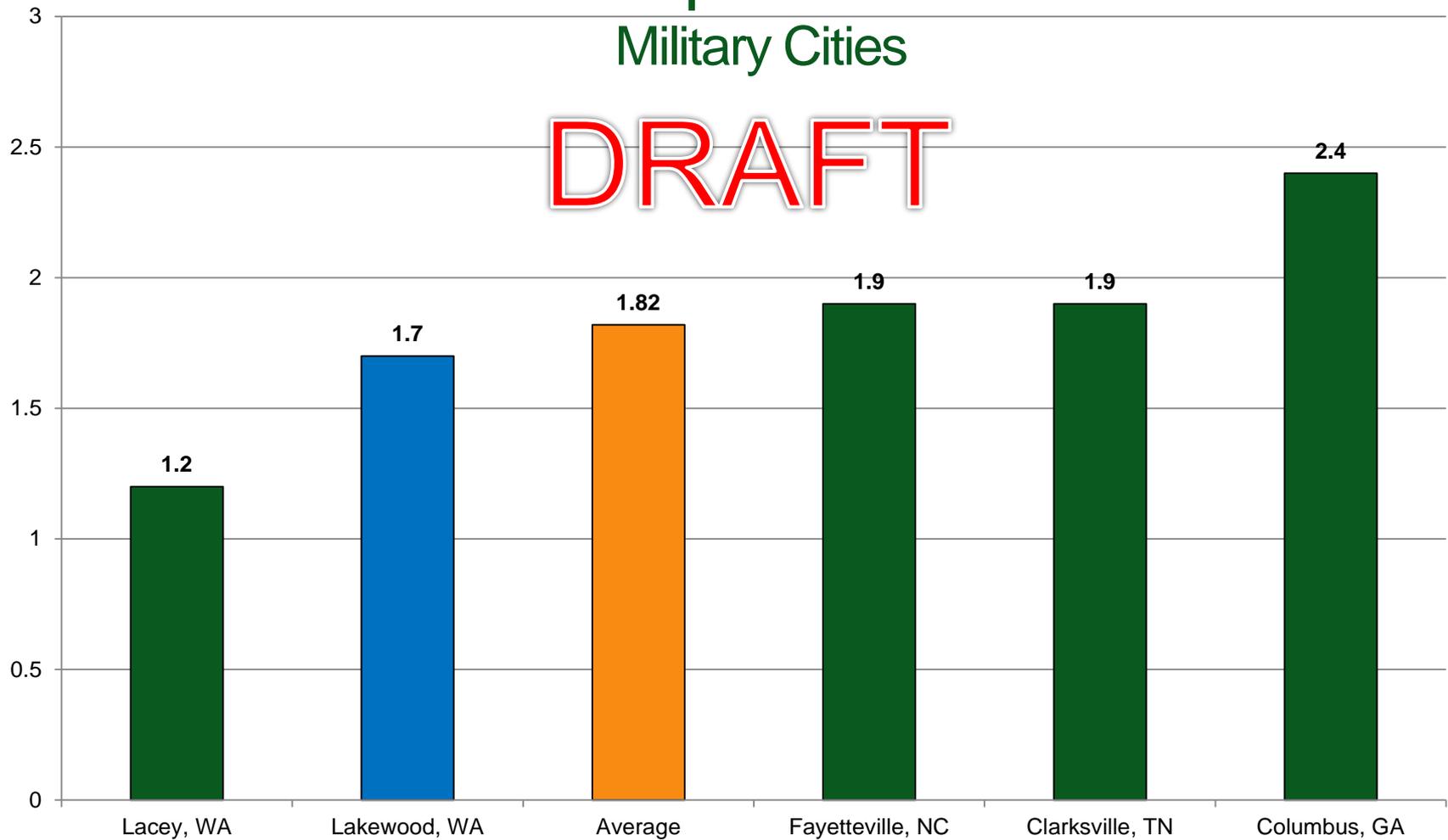


Source:

Washington Association for Sherriff's and Police Chiefs: 2013 *Crime in Washington* Report



2013 Commissioned Officers per 1,000 Population Military Cities



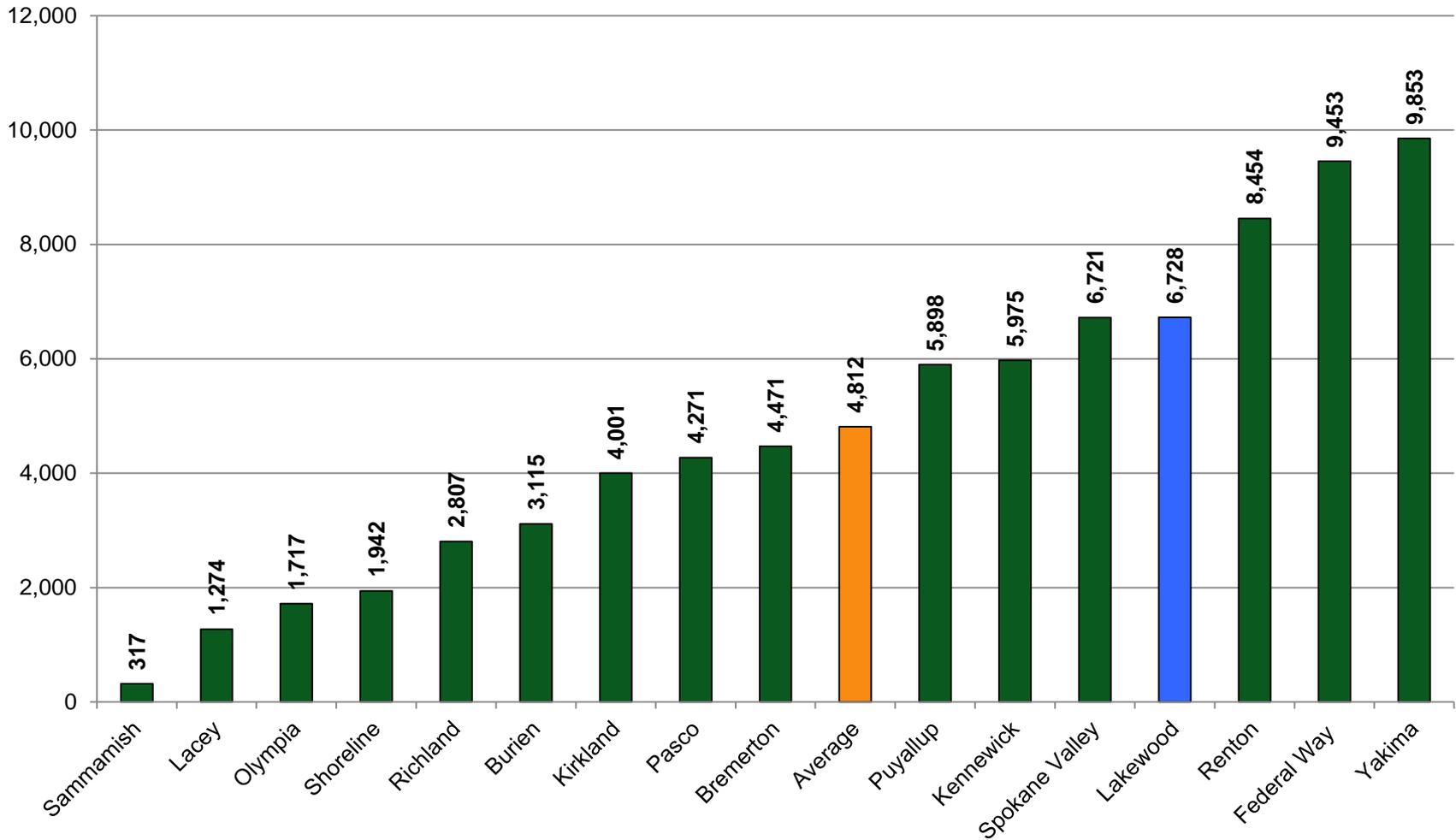
Source:

Washington Association for Sherriff's and Police Chiefs: 2013 *Crime in Washington* Report & City response to survey



2013 Total Number Crimes

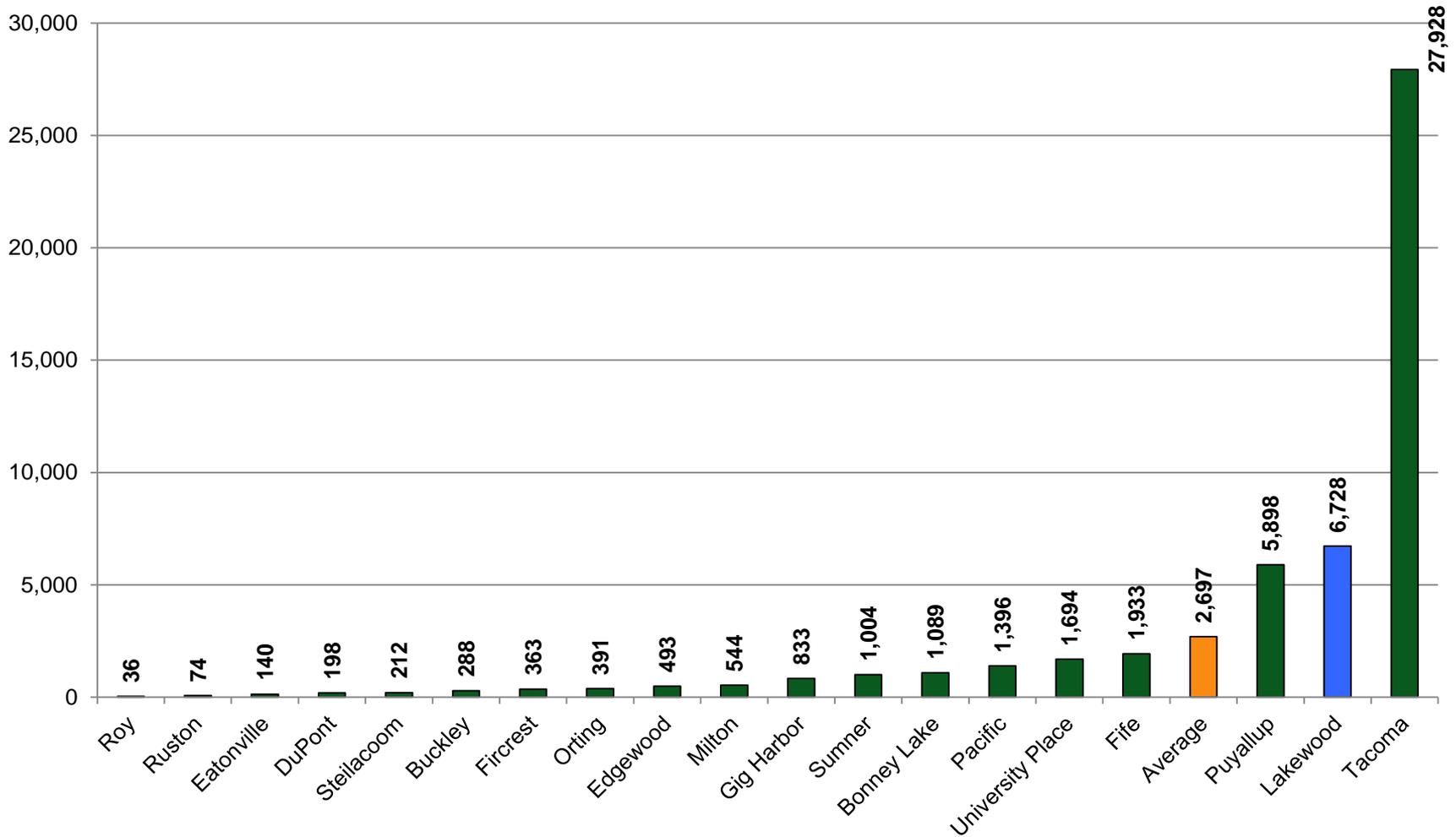
Like Cities





2013 Total Number Crimes

Pierce County

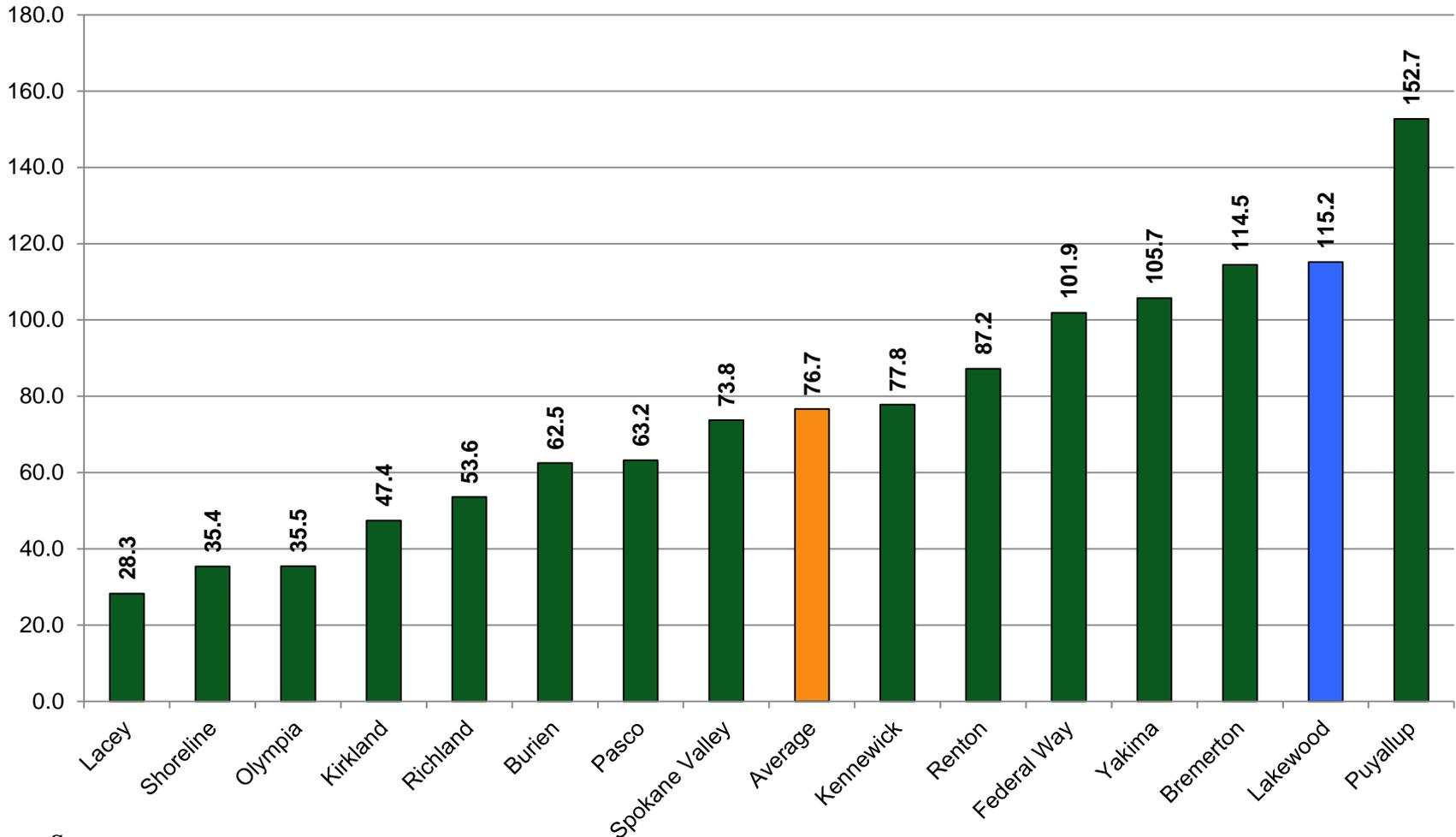




2013 Total Crimes per 1,000 Population

Like Cities

Total Crime Includes: all property, violent and crimes against society (Drug/Narcotic Violations, Drug Equipment Violations, Gambling Offenses, Pornography, Prostitution, Weapon Law Violations).



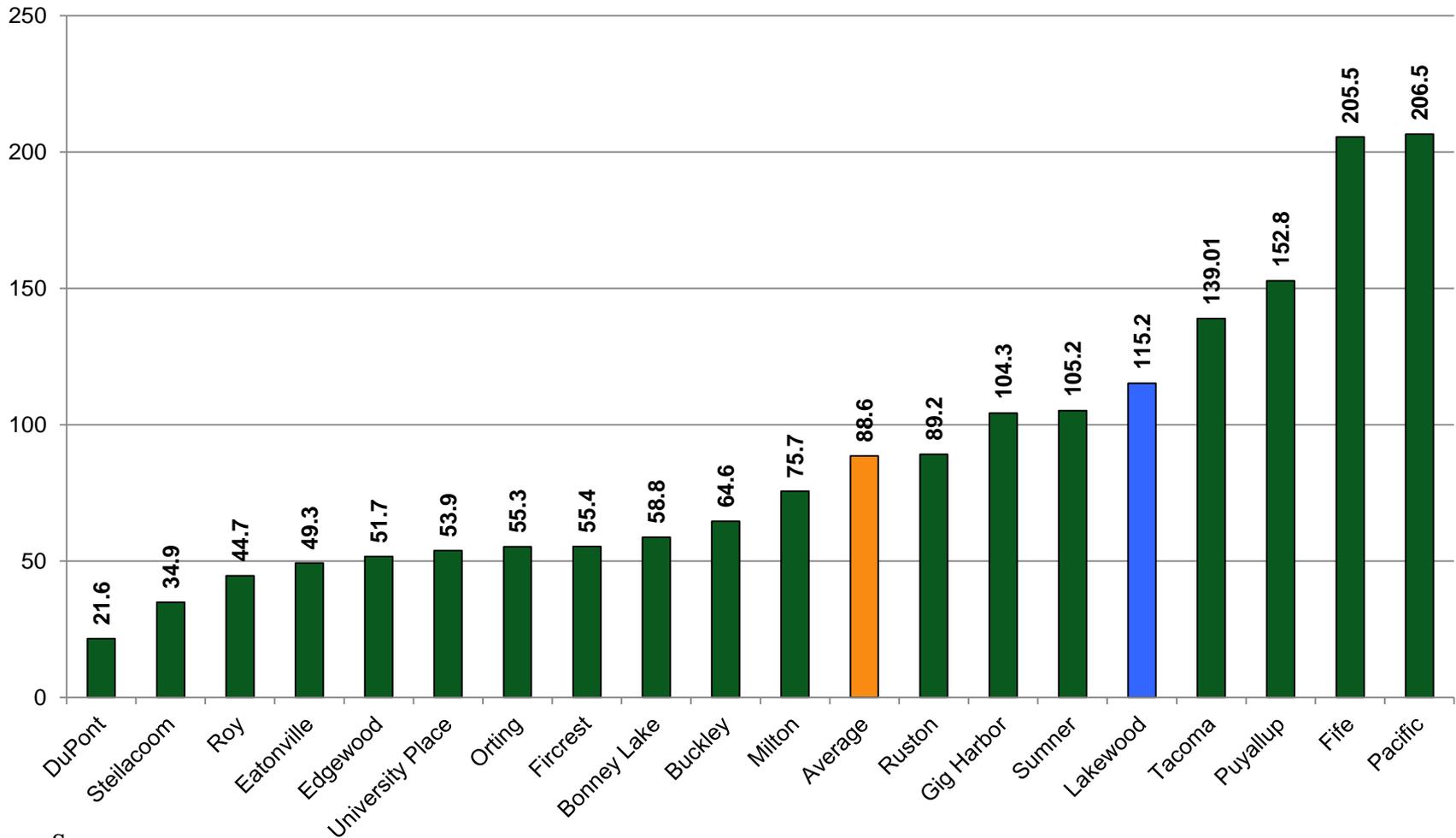
Source:

Washington Association for Sherriff's and Police Chiefs: 2013 *Crime in Washington* Report



2013 Total Crimes per 1,000 Population

Pierce County



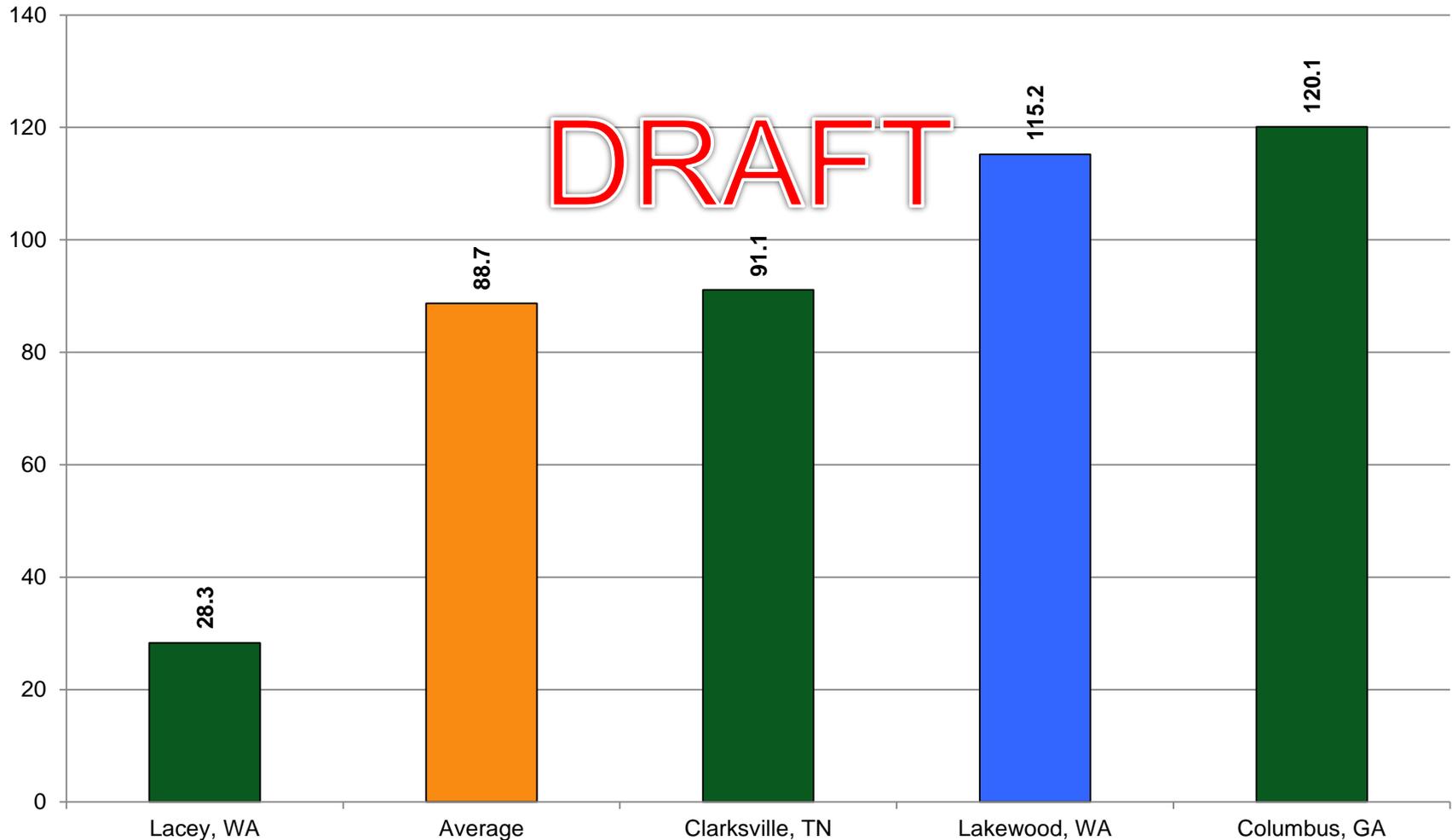
Source:

Washington Association for Sherriff's and Police Chiefs: 2013 *Crime in Washington* Report



2013 Total Crimes per 1,000 Population

Military Cities



Source:

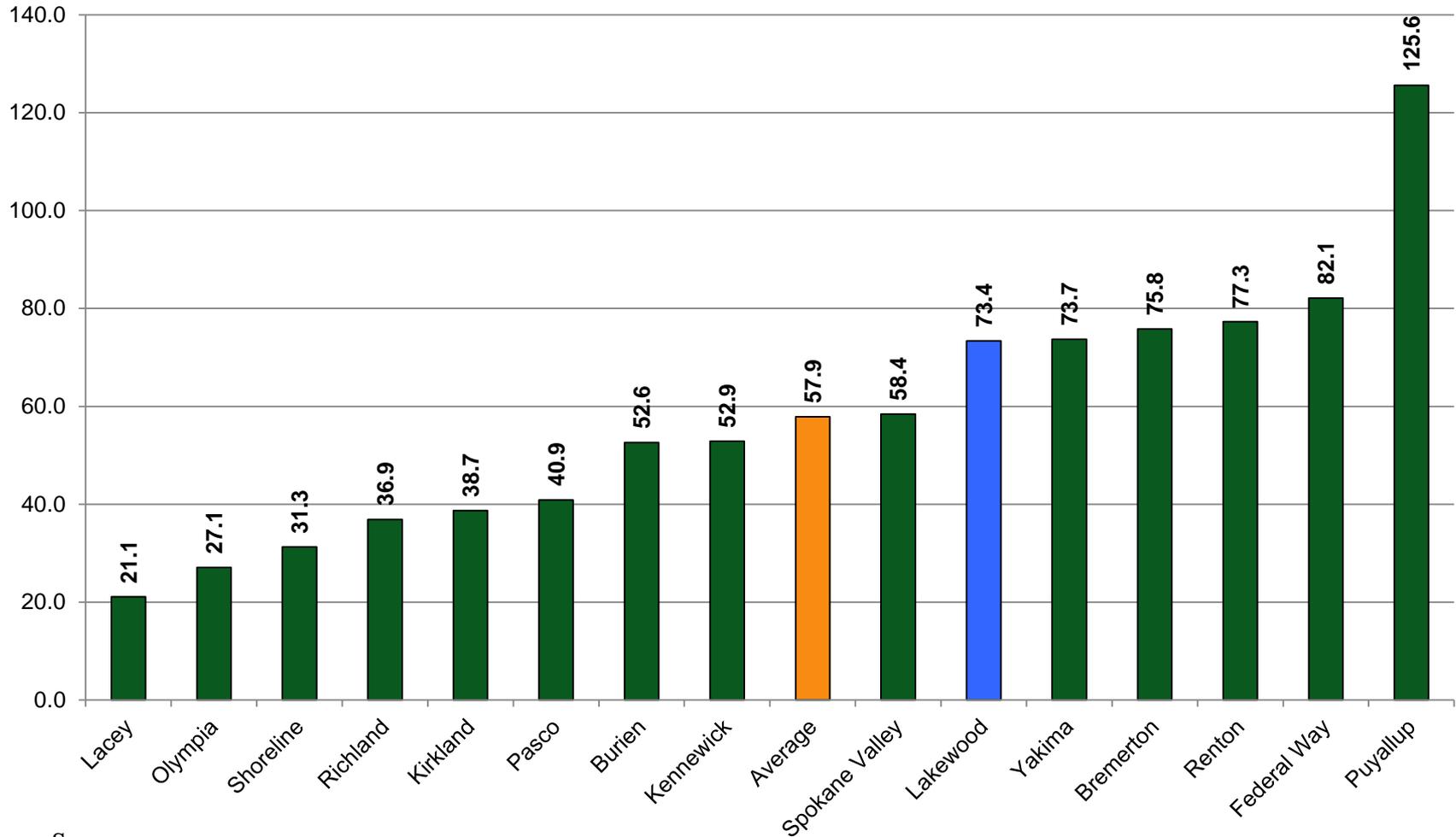
Washington Association for Sherriff's and Police Chiefs: 2013 *Crime in Washington* Report & City Response to Survey



2013 Property Crimes per 1,000 Population

Like Cities

Property Crime Includes: Robbery, Burglary, Larceny Theft, Motor Vehicle Theft, Arson, Destruction of Property, Counterfeiting/Forgery, Fraud, Embezzlement, Extortion/Blackmail, Bribery, Stolen Property Offenses



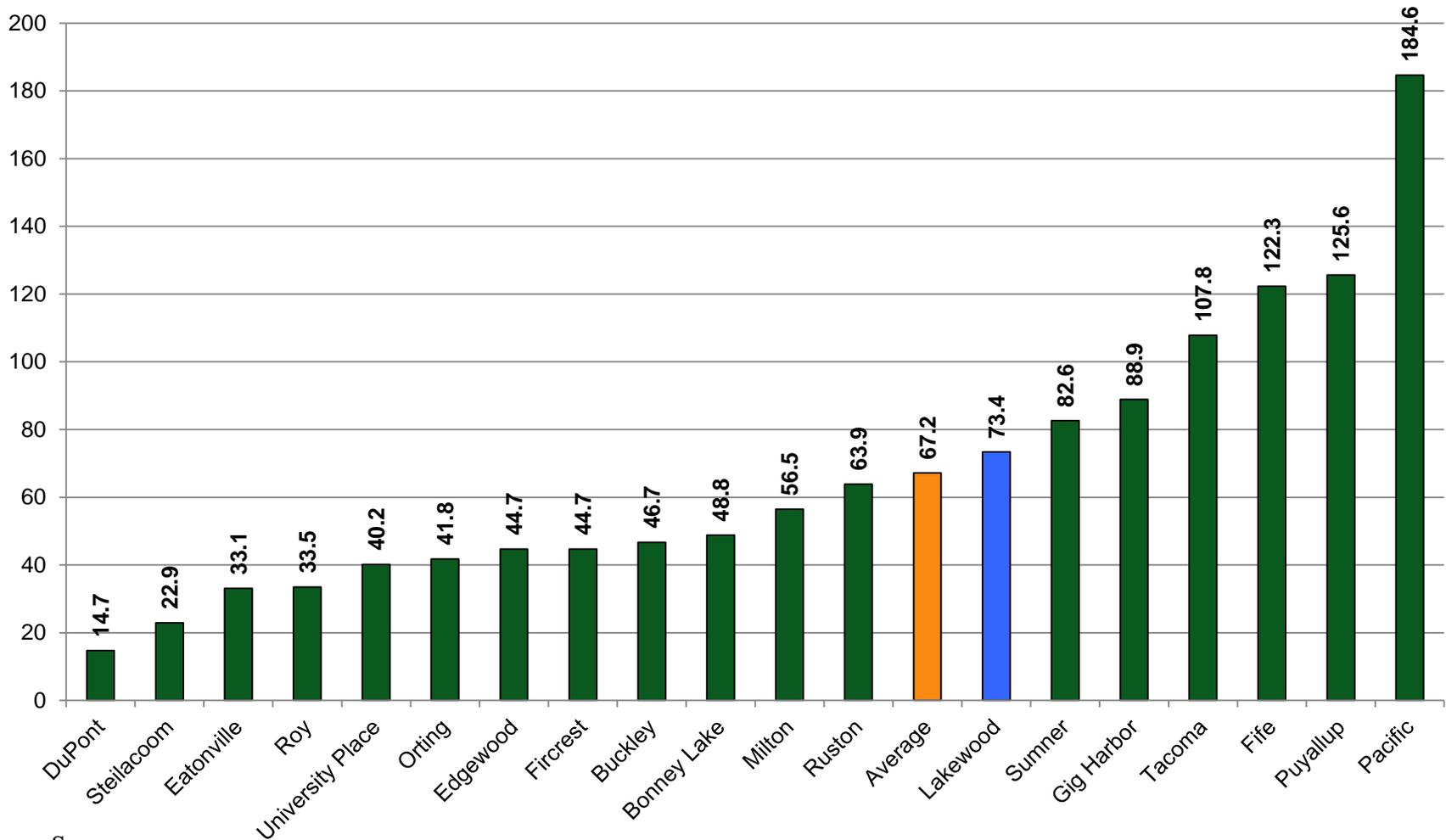
Source:

Washington Association for Sherriff's and Police Chiefs: 2013 *Crime in Washington* Report



2013 Property Crimes per 1,000 Population

Pierce County

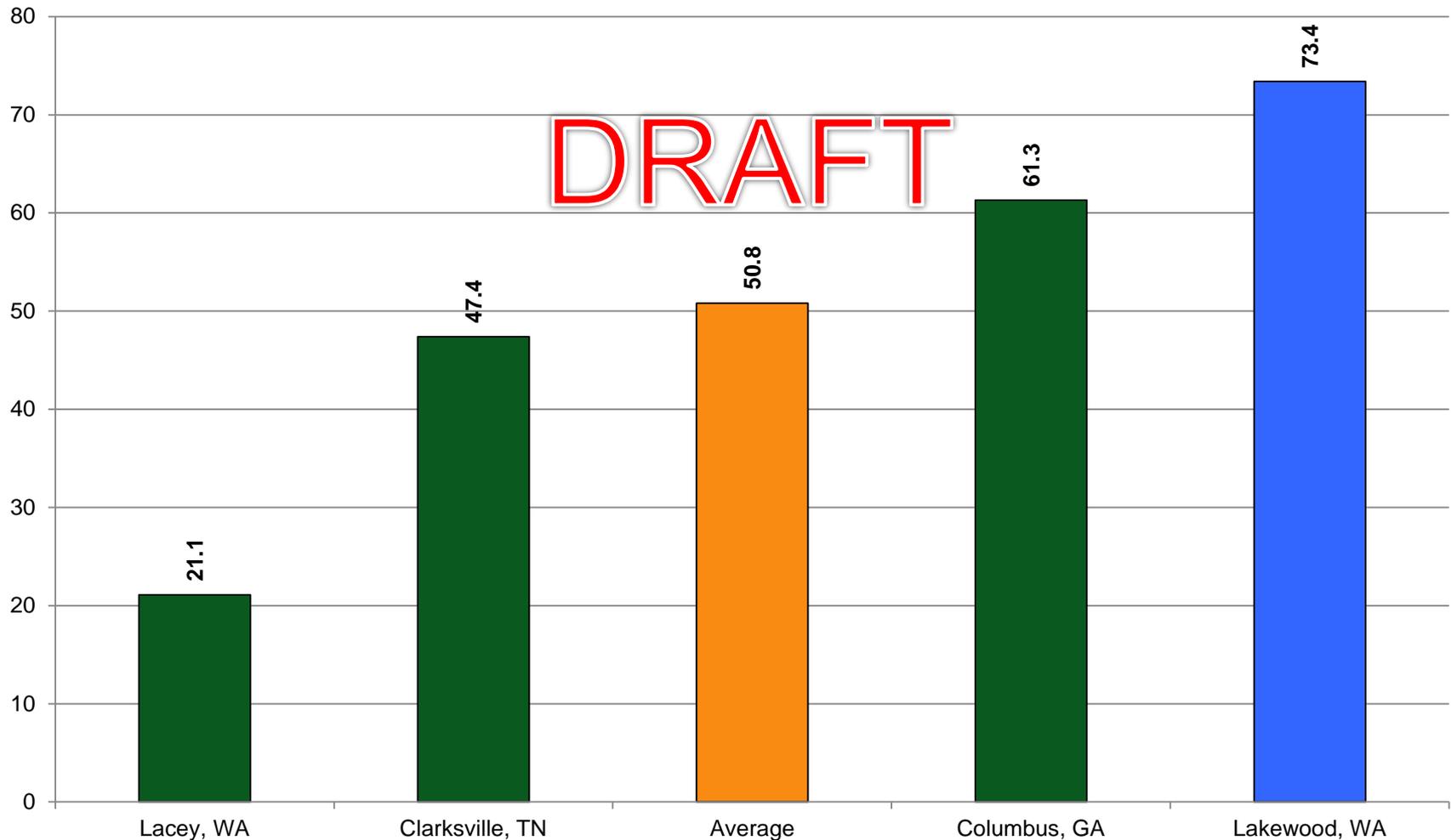


Source:

Washington Association for Sherriff's and Police Chiefs: 2013 *Crime in Washington* Report



2013 Property Crimes per 1,000 Population Military Cities



Source:

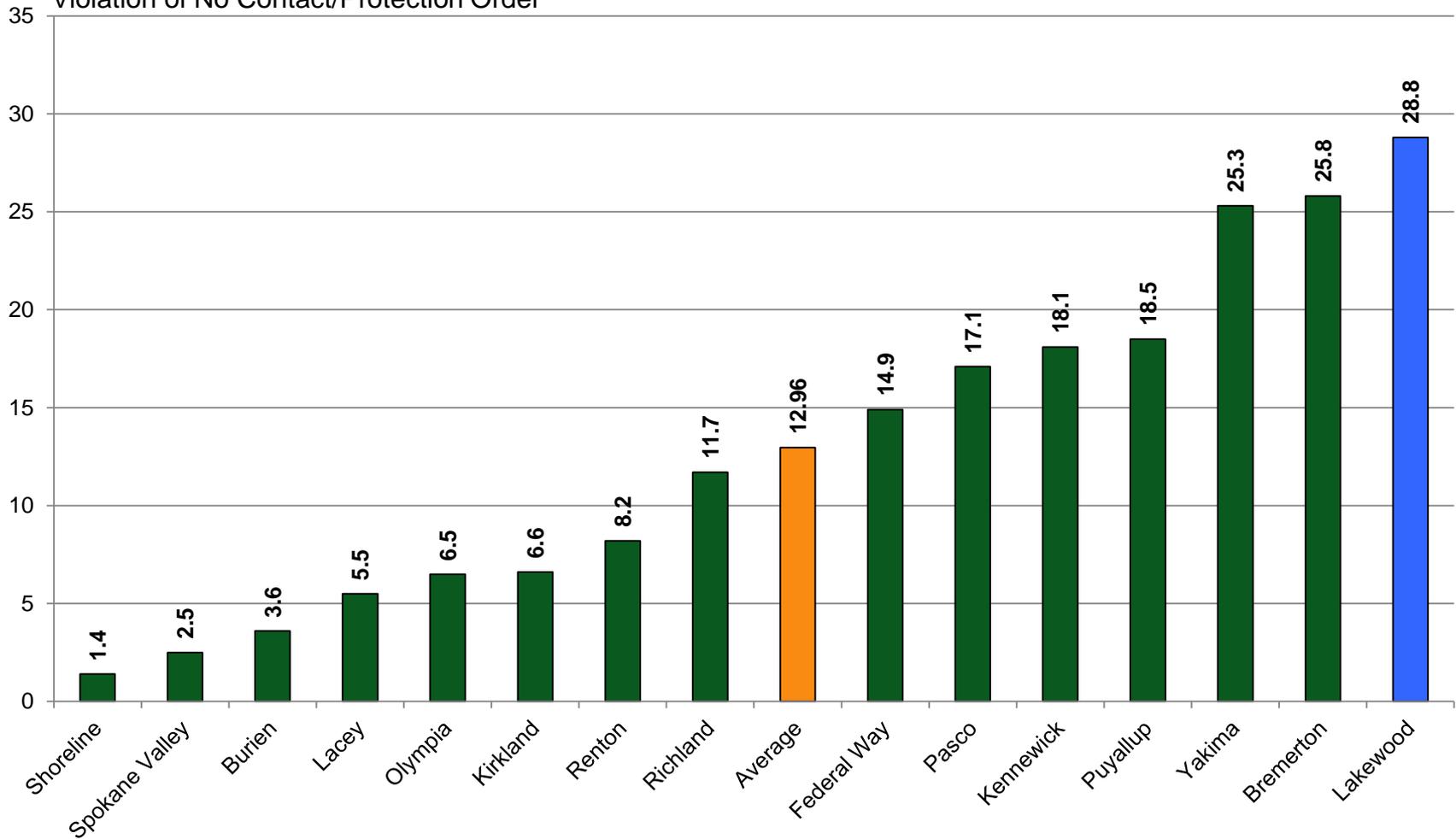
Washington Association for Sherriff's and Police Chiefs: 2013 *Crime in Washington* Report



2013 Violent Crimes per 1,000 Population

Like Cities

Violent Crime Includes: Murder, Manslaughter, Forcible Rape, Forcible Sodomy, Sexual Assault w/ Object, Forcible Fondling, Aggravated Assault, Simple Assault, Intimidation, Kidnapping, Incest, Statutory Rape, Human Trafficking, Violation of No Contact/Protection Order



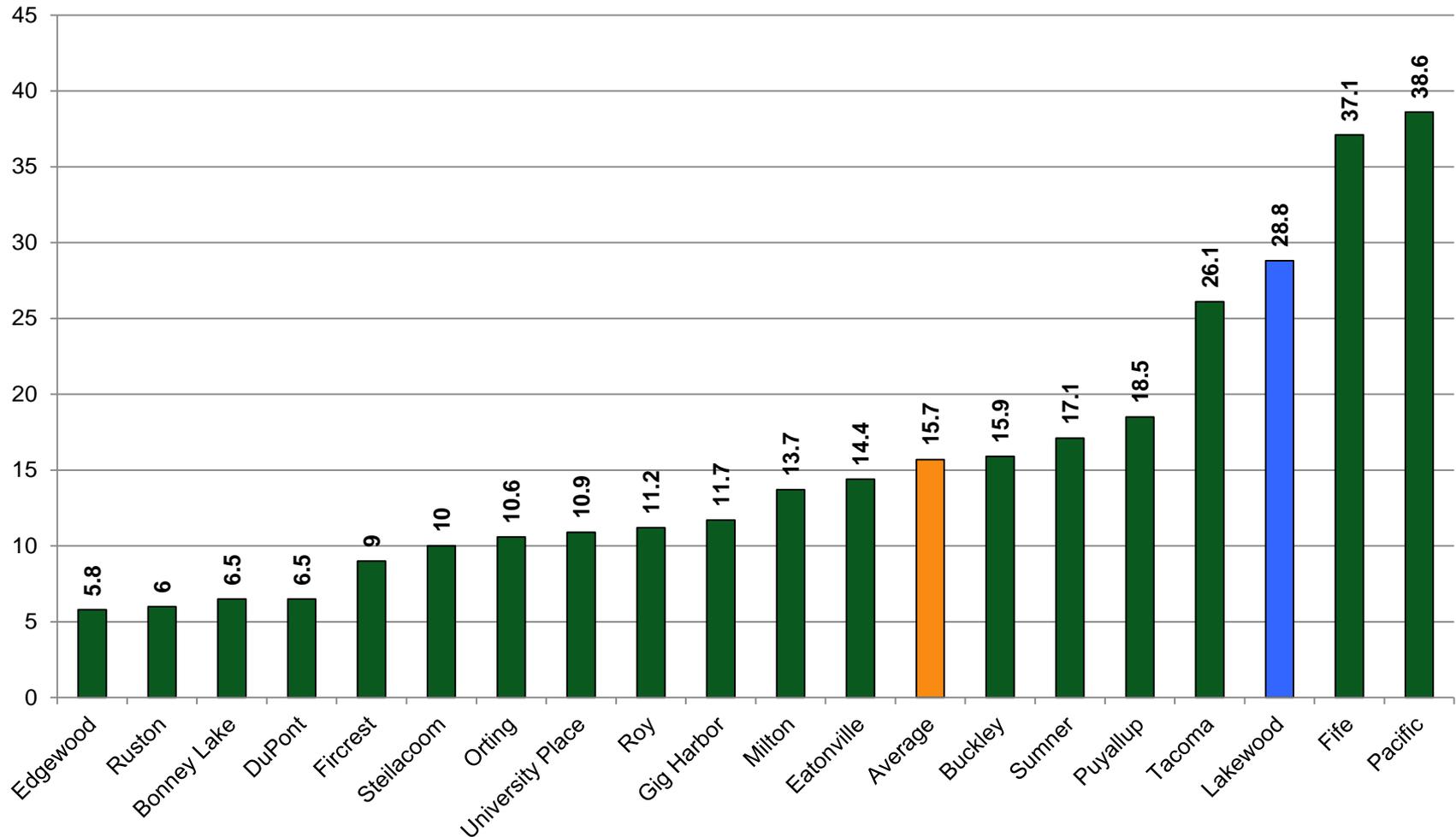
Source:

Washington Association for Sherriff's and Police Chiefs: 2013 *Crime in Washington* Report



2013 Violent Crimes per 1,000 Population

Pierce County



Source:

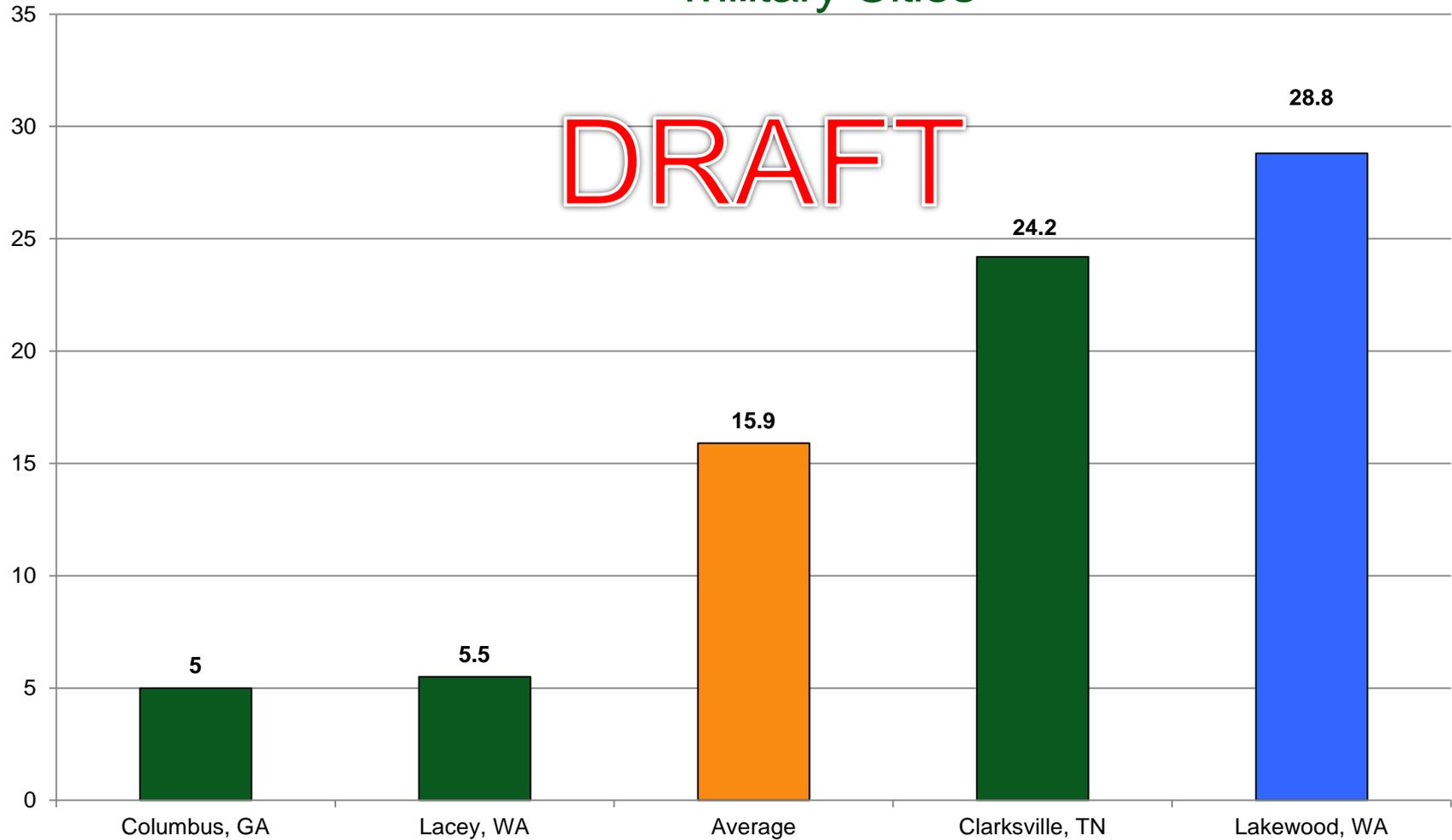
Washington Association for Sherriff's and Police Chiefs: 2013 *Crime in Washington* Report



2013 Violent Crimes per 1,000 Population

(Including Simple Assault)

Military Cities



Source:

Washington Association for Sherriff's and Police Chiefs: 2013 *Crime in Washington* Report & City Response to Survey



Lakewood Police Department

This section provides information about LPD divisions, the cost of crime, and a public safety benefit-cost analysis

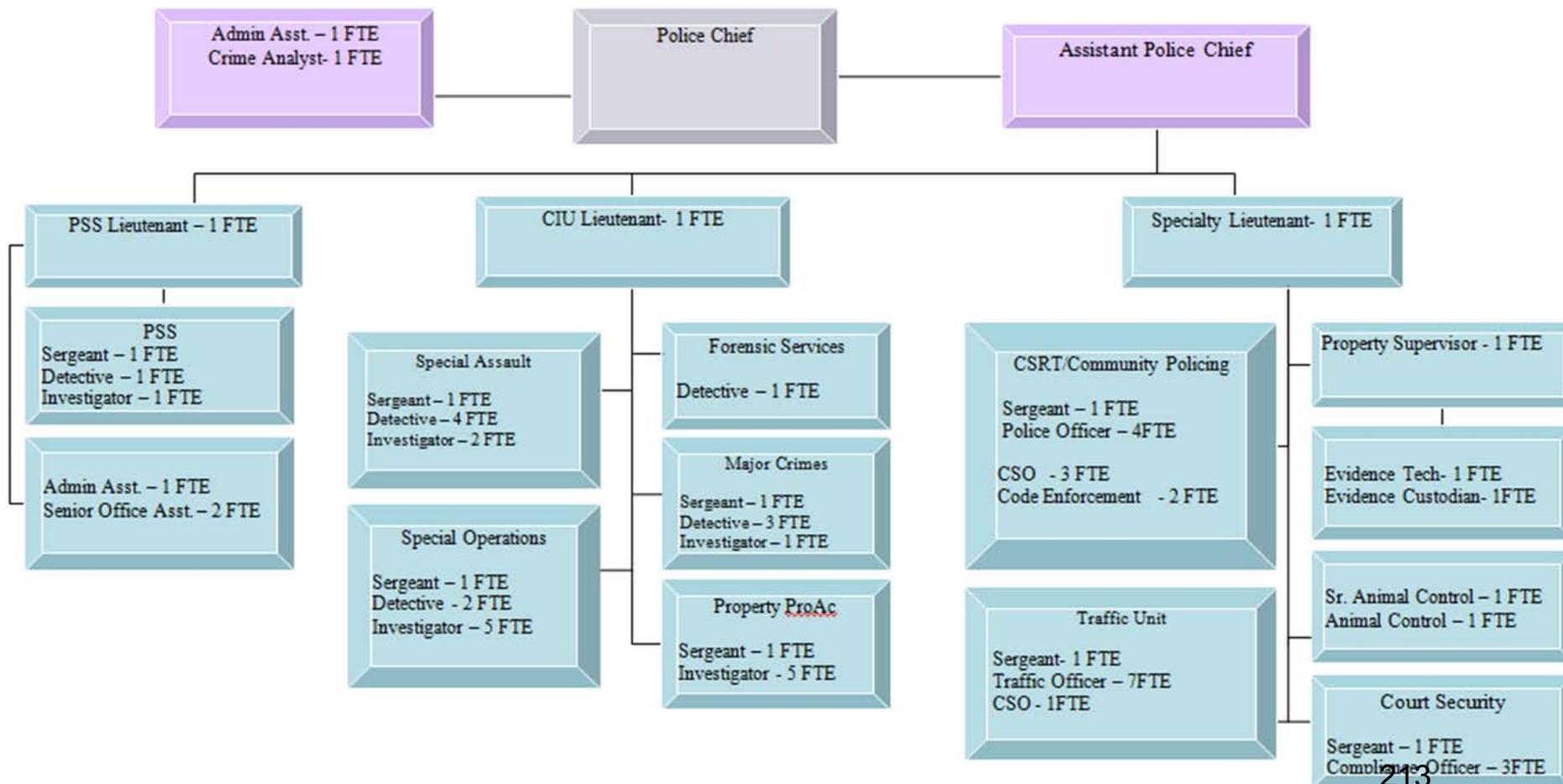


Police Division: Department Overview

2015-2016 Biennial Budget

Total Department Budget:
\$19,453,075

Police Department

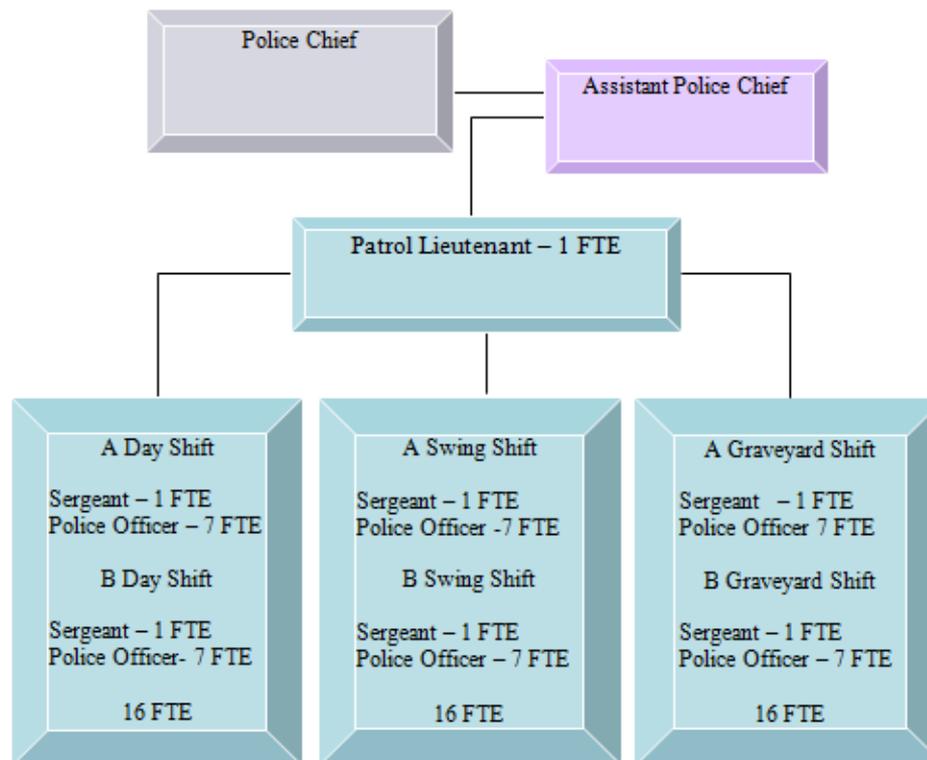




Police Division: Department Overview

2015-2016 Biennial Budget

Police Department





Divisions: Patrol

- **Patrol:** 56 total staff (1 Lieutenant, 6 Sergeants, 49 officers)
 - The department's primary function as a Police Department. The Patrol division responds to emergency calls for service, conducts proactive traffic enforcement, and proactive patrol to provide a deterring presence in the community. In addition to responding to traditional calls for service, Patrol Officers are expected to be ready for and handle a variety of incidents as they arise.
- **Traffic:** (1 Sergeant, 7 Officers, and 1 Community Support Officer)
 - The Traffic Unit responsible for enforcement of traffic laws and investigation of collisions. While patrol may spend a portion of their shift enforcing traffic, call volume can make that enforcement inconsistent or infrequent. This dedicated unit allows for consistent enforcement and provides officers who specialize in traffic laws and collision investigation, which is a science unto itself.

Divisions: Community Safety Resource Team (CRST)

- **Neighborhood Policing:** Neighborhood Policing: Lakewood's Neighborhood Police Officers (NPOs) work directly with neighborhoods to address specific issues related to crime and identifies solutions with the assistance of the community. These officers also monitor patrol activity and address areas requiring repeat responses from patrol to help reduce the calls for service.



Divisions: Criminal Investigations

- Major Crimes Unit: (1 Sergeant and 4 investigators)
 - This investigative unit is responsible for investigation of felony assaults, non-domestic violence misdemeanor assaults, arson and officer involved shootings. This unit is also responsible for all death investigations, criminal or otherwise. This unit partners with the regional Crime Response Unit (CRU).
- Property ProAc: (1 Sergeant and 5 Investigators)
 - This unit is responsible for investigation of all property crimes and robberies (technically considered a crime against person). Property crimes include theft, burglary, organized retail crime, and fraud. These incidents account for most crimes and affect the greatest amount of the public.
- Special Operations Unit: (1 Sergeant and 7 investigators with one assigned full time to a DEA task force and 3 assigned part time to regional FBI task forces)
 - This is the unit that conducts proactive enforcement of drug and vice crimes. Drug activity is often accompanied by violent assaults and thefts. Prostitution is associated with kidnapping, child endangerment, and related drug activity. Without proactive investigations these activities can take root in a community and be very difficult to remove. LPD has worked very hard over the last 10 years to successfully reduce the amount of drug and vice activity.
- Forensic Services: (1 full time Detective who reports directly to the Lieutenant and 2 detectives who assist part time in addition to their regular duties) Forensic Services encompasses crime scene photography, evidence collection, searching and processing electronic devices, ballistic testing, and crime scene reconstruction for court testimony. This section has been recognized regionally for their expertise in the field of Forensics and brings added credibility and professionalism to our investigative function.



Divisions: Specialty Units

- **K9:** The Lakewood Department has three K9 units; two patrol dogs and one narcotics dog. This is a specialized function that allows for tracking of dangerous suspects.
- **Bike Team:** This team is utilized infrequently, primarily needed at events in Ft. Steilacoom Park, such as Summerfest and other public events like parades.
- **Animal Control:** Lakewood's Animal Control Officers enforce laws related to animal ownership and responsibility in public areas. They investigate reports of dog bites and potentially dangerous dogs and prepare investigations for charging these types of cases.
- **Court Security:** The Court Security Officers are responsible for transporting prisoners and maintaining order in the court room.
- **Marine Services Unit (MSU):** MSU enforces laws related to boat operation and marine safety and also respond to various complaints by residents living on the lakes. They do this through safety checks on the boat ramps and also through enforcement on the water.
- **SWAT:** The function of SWAT is to serve high risk warrants, respond to hostage situations, and handle other incidents requiring specialized tactics or equipment. While these incidents are unpredictable and infrequent, the SWAT function is necessary for when they do arrive.

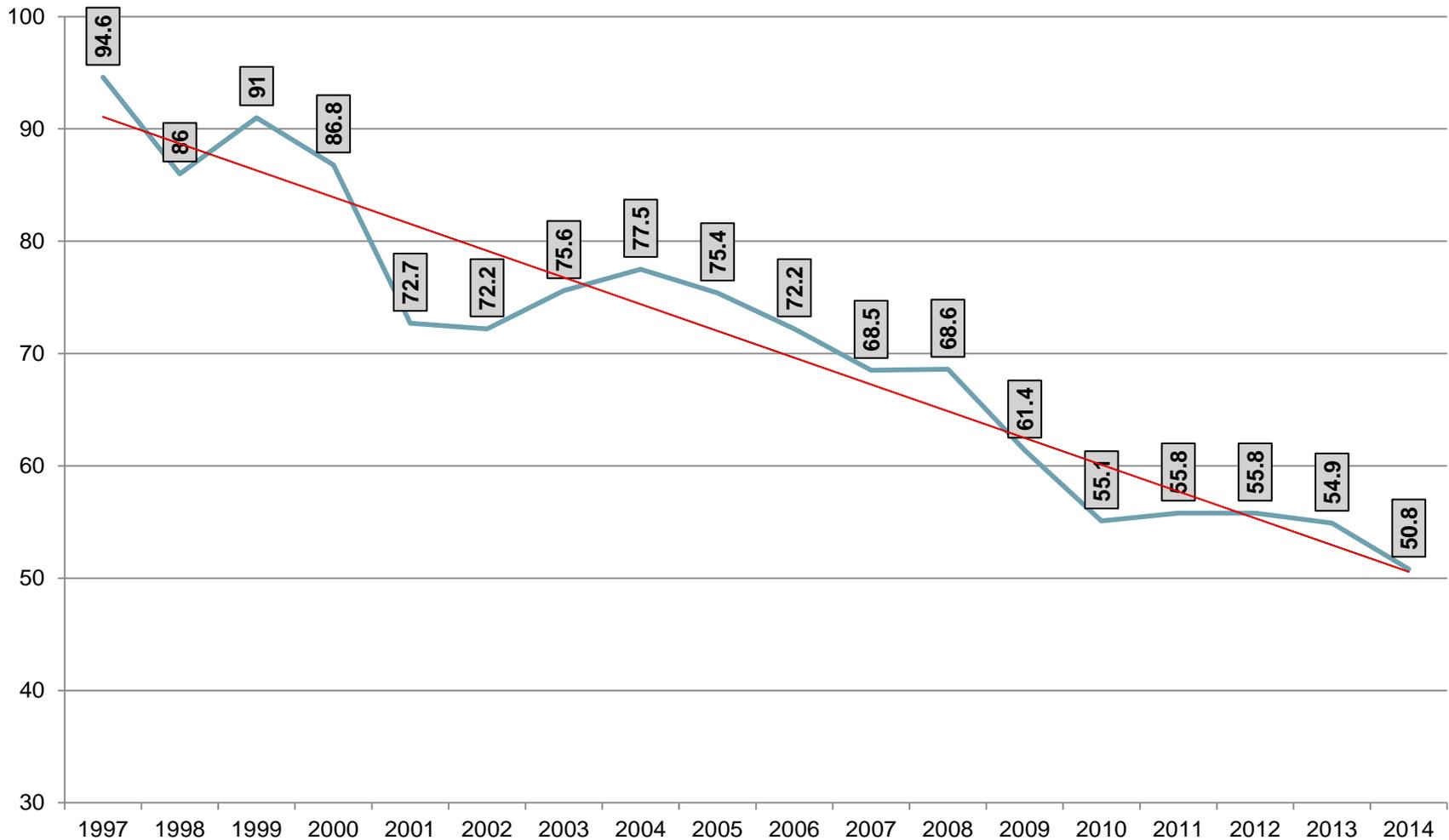


Community and Regional Partnerships

- Cooperative Cities
- Crime Response Unit
- SWAT
- MCRT
- FBI
 - Violent Crimes Task Force:
 - Innocence Lost Task Force:
- DEA
- Department of Corrections
- CJTC
- JBLM
- Western State Hospital
- Greater Lakes Mental Health
- SS911
- Washington Auto Theft Prevention Authority



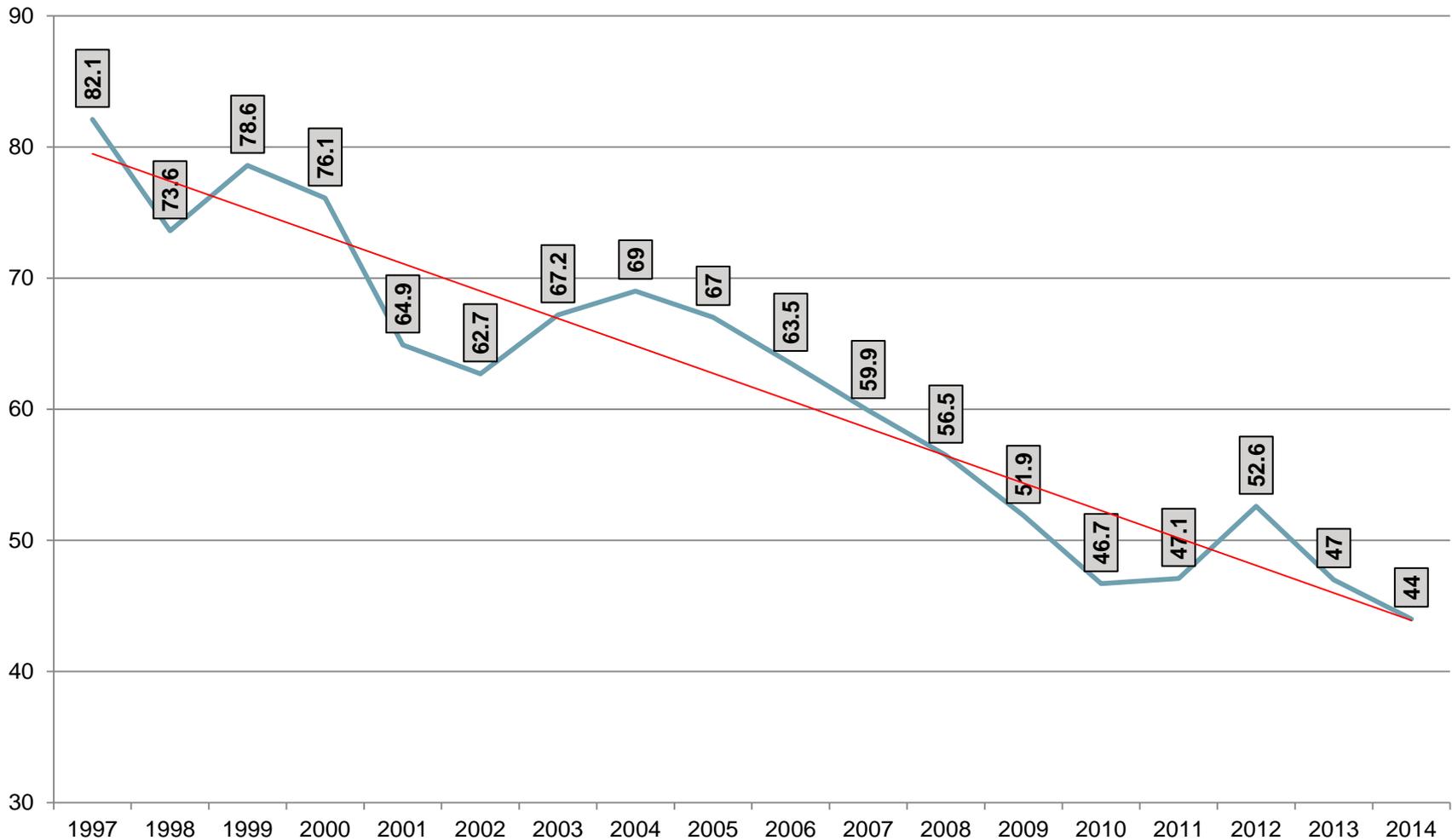
Lakewood Total Crime 1997-2014 (rate per 1000)



Source: City of Lakewood Crime Analyst



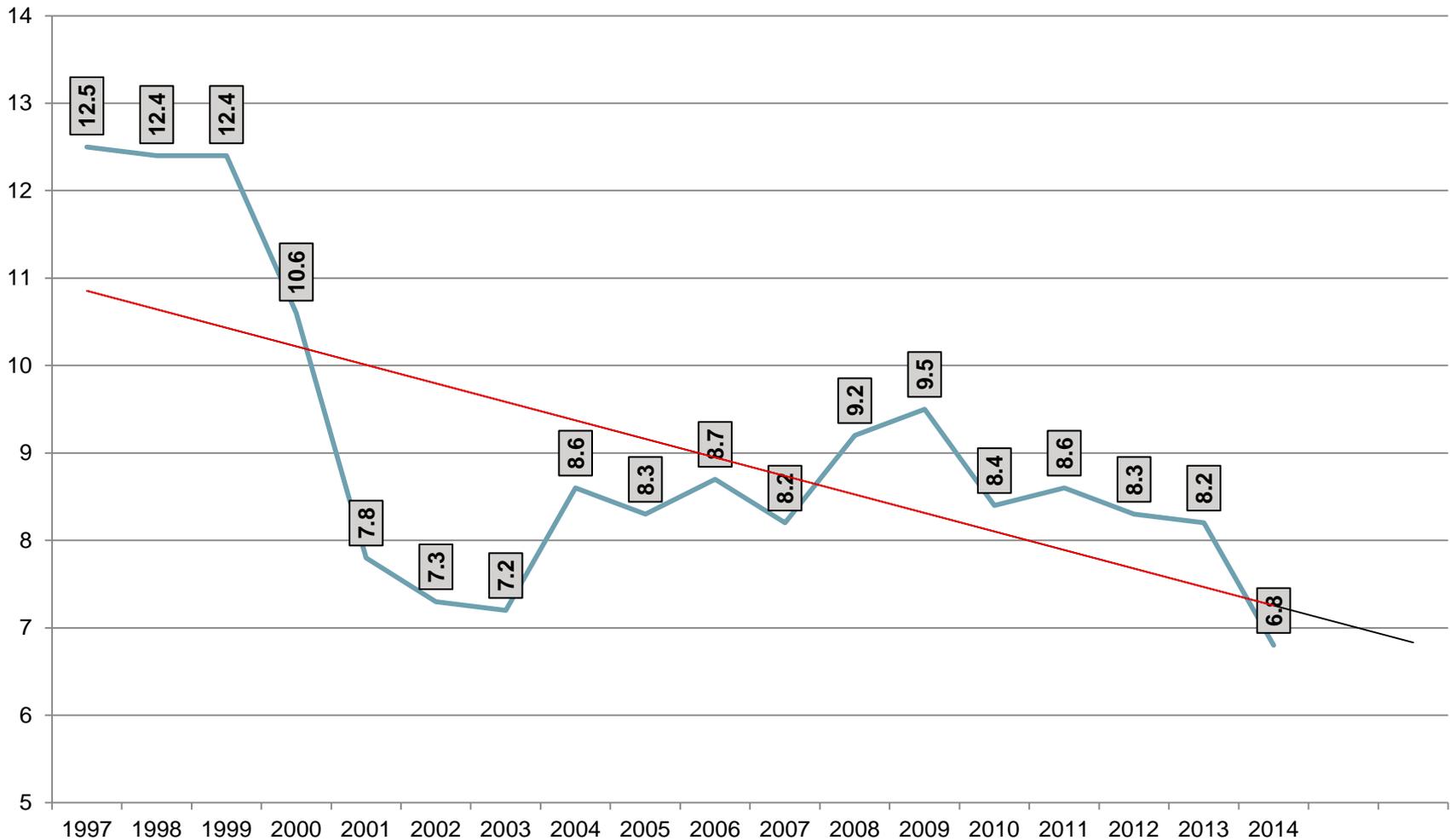
Lakewood Property Crime 1997-2014 (rate per 1000)



Source: City of Lakewood Crime Analyst



Lakewood Violent Crime 1997-2014 (rate per 1000)



Source: City of Lakewood Crime Analyst



The “Cost of Crime”

Table 1
Cost-of-Crime Estimates from Three Studies

Index Crime Type	Accounting-Based Methods		Contingent-Valuation Method	Average
	Cohen and Piquero (2009) ^a	French, McColister, and Reznik (2004)	Cohen, Rust, et al. (2004)	
Homicide	5,000,000	9,339,330	11,608,317	8,649,216
Rape	150,000	219,973	283,626	217,866
Robbery	23,000	51,117	127,715 ^b	67,277
Serious assault	55,000	122,943	83,771	87,238
Burglary	5,000	4,370	29,918	13,096
Larceny	2,800	1,478	N/A	2,139
Motor-vehicle theft	9,000	9,158	N/A	9,079

NOTE: Figures are in 2007 dollars. N/A = a crime type that was not examined in the given study.

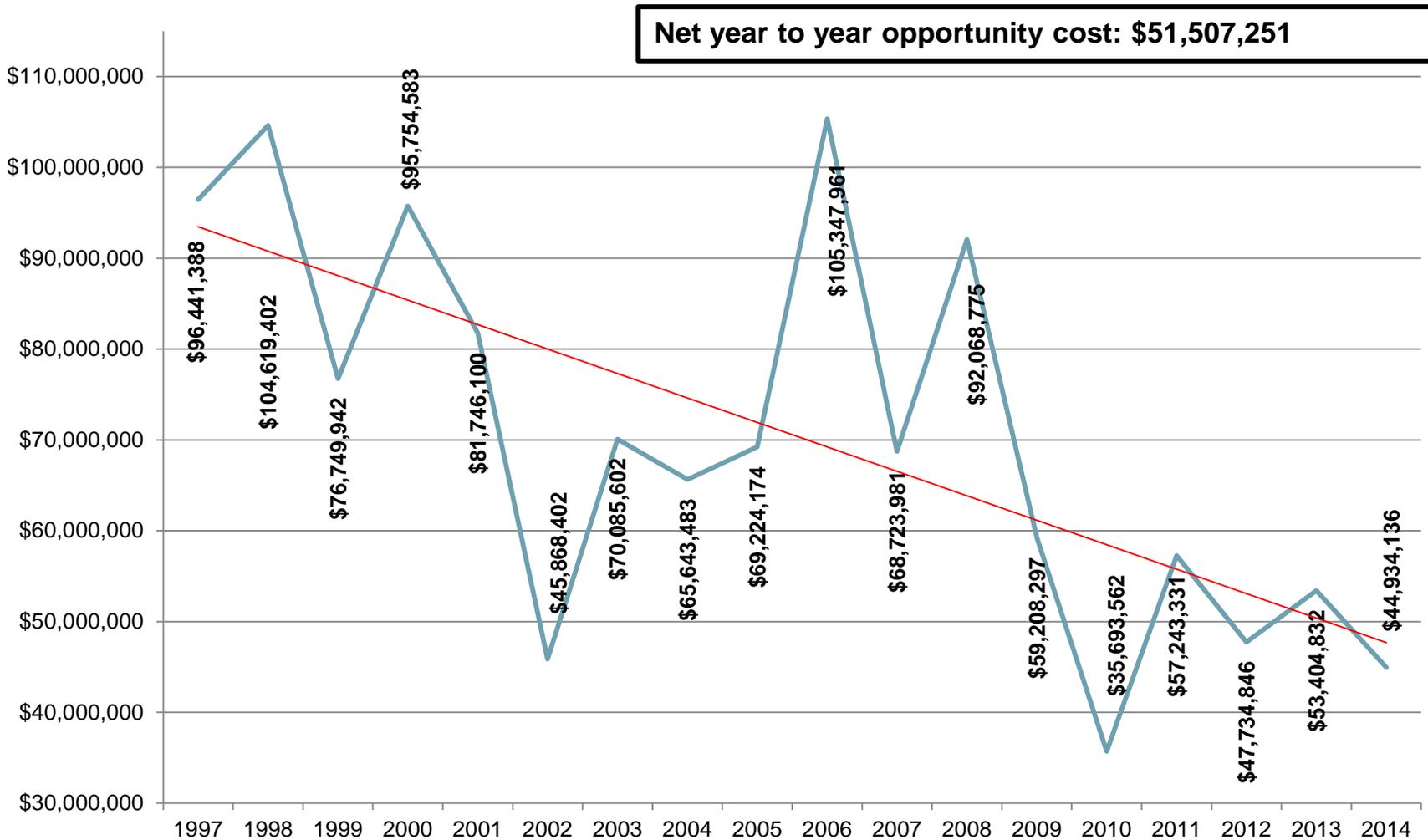
^a This study is based on the highly cited study by Miller, Cohen, and Wiersema (1996) but updates the cost estimates to include criminal justice costs and lost offender productivity.

^b Cohen et al. (2004) focus on armed robbery, while other studies and the UCR program focus on robbery more generally, which includes less severe forms of robbery. Cohen and Piquero (2009) separately calculate cost estimates for both armed robbery and robbery and find the cost of a typical armed robbery to be 2.2 times the cost of a typical robbery. We thus adjust the Cohen et al. (2004) number by dividing it by 2.2 to approximate the cost of a generic robbery.

Source: Heaton (2010). What Cost-of-Crime research can tell us about investing in police. Rand Corporation.



Yearly Total Cost of Crime to Society





Sources

Association of Washington Cities <http://www.awcnet.org/ResourcesResearch/>

Bureau of Labor Statistics http://www.bls.gov/data/inflation_calculator.htm

Heaton (2010). *What Cost-of-Crime research can tell us about investing in police*. Rand Corporation.

Local Government Surveys

MRSC City Profiles <http://www.mrsc.org/cityprofiles/citylist.aspx>

Office of Financial Management <http://www.ofm.wa.gov/pop/april1/default.asp>

U.S. Census Bureau <http://quickfacts.census.gov/qfd/states/53/5303180.html> \

U.S. Census Bureau <http://onthemap.ces.census.gov/>

Washington State Auditor <http://portal.sao.wa.gov/PerformanceCenter/>

Washington Association of Sheriffs & Police Chiefs (2013) *Crime In Washington*.
<http://www.waspc.org/crime-statistics-reports>



Next Steps

- Create in-depth annual report
- Update crime statistics/analytics
- Continue to monitor performance measures
- Provide update on Predpol program



Conclusions

- Lakewood is a uniquely positioned City that has used creative approaches to public safety.
- Since its inception, LPD has contributed both tangibly and intangibly to the City of Lakewood's across-the-board reduction in Crime.
- LPD continues to provide the community with:
 - Public safety experts,
 - Highly trained individuals,
 - Regional leaders in police services, and
 - Very professional.